



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Fleet & Facilities Management	Department Contact	Dennis Arthur
Contact Email	dennis.arthur@louisvilleky.gov	Contact Phone	574-4671

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	09/01/2016	03/01/2017		

**VENDOR INFORMATION**

Vendor Legal Name	Daktronics, Inc.				
DBA	Daktronics, Inc.				
Point of Contact	Daryl Mihal	Email	daryl.mihal@dacktronics.com		
Street	201 Daktronics Drive				
Suite/Floor/Apt		Phone	330-807-6286		
City	Brookings	State	SD	Zip Code	57006
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	\$1,400,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	8131	505	8104	339185	822707
Payment Rate		per hour		per day	
		per month		Other	
Payment Frequency		Monthly	<input checked="" type="checkbox"/>	Upon Completion / Delivery	
		Quarterly		Other	



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**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Replacement of the display system and video system includes Two (2) Fixed Digit Fascia Mounted Scoreboards, Two (2) LED Video Displays in Right Field, (1) LED Ribbon Display in Centerfield, (1) Pitch Speed Display in Centerfield. Sound system

**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The scoreboard and videoboard replacements must interface with the existing boards and systems that are not getting replaced. All proposed equipment must work seamlessly with all existing LED displays, scoring, video/sound playback and statistics systems that are not being replaced, as well the old with the new.

Integration to the existing display system and video system includes Two (2) Fixed Digit Fascia Mounted Scoreboards, Two (2) LED Video Displays in Right Field, (1) LED Ribbon Display in Centerfield, (1) Pitch Speed Display in Centerfield.

The Bats plan on keeping these LED displays and control systems of the existing overall display system as they still have a lot of life left in their life expectancy. The Bats do not want to bring in more operating systems into the mix that would not integrate with these controls. This would require more controlling systems, additional operators and duplicate of data entry. And there is not any room in the press box for more equipment. This would also be costly in the long run.

The current systems components that will remain consistent will be the listed displays above and as well as the Control system, Scoreboard Controllers, Statistics Software, Pitch Tracking System, as well as the Time Clocks. These systems work seamlessly with each other. Bringing in another vendor would completely muddy the water in the game operation and presentation of the game here at Louisville Slugger Field.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director *Cathy M. Duncan* Date 9/16/14  
Signature  
Cathy M. Duncan  
Printed Name

Purchasing Director *Joel McNeill* Date 9/17/16  
Signature  
Joel McNeill  
Printed Name



August 25<sup>th</sup>, 2016

RE: Videoboard/Sound System/Scoreboard replacement

Dennis,

Following up with you on the discussion of replacement of the video and scoreboard and how the current game operation systems and displays for the stadium must interact with any new video display boards, sound system and game operation systems we purchase.

The scoreboard and videoboard replacements must interface with the existing boards and systems that are not getting replaced. All proposed equipment must work seamlessly with all existing LED displays, scoring, video/sound playback and statistics systems that are not being replaced, as well the old with the new.

Integration to the existing display system and video system includes Two (2) Fixed Digit Fascia Mounted Scoreboards, Two (2) LED Video Displays in Right Field, (1) LED Ribbon Display in Centerfield, (1) Pitch Speed Display in Centerfield.

The Bats plan on keeping these LED displays and control systems of the existing overall display system as they still have a lot of life left in their life expectancy. The Bats do not want to bring in more operating systems into the mix that would not integrate with these controls. This would require more controlling systems, additional operators and duplicate of data entry. And there is not any room in the press box for more equipment. This would also be costly in the long run.

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Respectfully,

Scott Shoemaker

## AGREEMENT FOR SOLE SOURCE PURCHASE

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC WORKS AND ASSETS**, herein referred to as "**METRO GOVERNMENT**", and **DAKTRONICS, INC.** with offices located at 201 Daktronics Drive, Brookings, South Dakota 57006, herein referred to as "**CONTRACTOR**",

### WITNESSETH:

**WHEREAS**, the Metro Government wishes to purchase replacement video, scoreboard and sound systems for Louisville Slugger Field; and

**WHEREAS**, the Contractor has been determined by the Metro Government to be a sole source to provide same,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE**

**A.** Contractor shall, at the request of the Metro Government, provide the equipment and services as described on Attachment A attached hereto and fully incorporated herein. In the event of a conflict between the terms of this Agreement and Attachment A, this Agreement shall control. Contractor and the Metro Government explicitly agree that Section 22 of Contractor's Standard Terms and Conditions (available at [http://www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf)) is hereby disclaimed in its entirety and shall not apply to this Agreement.

#### **II. FEES AND COMPENSATION**

**A.** The Metro Government shall pay Contractor for goods and services supplied as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00)**.

B. Payment shall be made pursuant to Contractor's detailed invoice which shall describe in detail the products purchased and all charges associated with same.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

**III. DURATION**

A. This Agreement shall begin September 1, 2016 and shall continue through and including March 1, 2017.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**V. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto.

**VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Contractor agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors.

Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a

party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.



**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

**XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed

herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

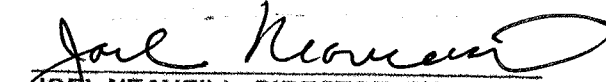
**XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY:

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 9-13-16

Date: 9/22/16

  
CATHY DUNCAN DIRECTOR, FLEET AND  
FACILITIES MANAGEMENT

DAKTRONICS, INC.

By: 

Title: Vice President

Date: 19SEP16

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**ATTACHMENT A**

# DAKTRONICS QUOTE

Louisville Bats  
401 E Main St  
Louisville, KY 40202

Quote #553043-1 REV 00  
3-Aug-2015  
Quote Valid for 90 Days

RE: Audio

Dear Scott Shoemaker:

Daktronics, Inc. appreciates the opportunity to provide a formal Quote to Louisville Bats ("Customer"). The following delineated equipment and services per the following Sections A-E will be the basis of our Quote.

## A. EQUIPMENT

- Sportsound® Custom System o See Attachment A for equipment list
- Physical Installation
- Installation Supervision
- Project Management
- Shipping
- Operator Training

**TOTAL PRICE \$ 216,904.86**

## B. PAYMENT

Purchase price shall also include any additions or deletions pursuant to any duly authorized change orders.

Payment schedule is contingent upon approved credit\*. One or more of the following may be requested for approved credit:

- a) Independent credit agency report.
- b) A bank reference from your primary commercial bank.
- c) Trade references from two suppliers who have extended credit within the past year.
- d) Last 3 years' audited financial statements.

\* If credit is not acceptable, Customer may have to provide a form of guarantee to secure open account.

The Payment schedule is as follows:

- To Be Determined

# DAKTRONICS QUOTE

Estimated Delivery: Determined by order date

Estimated Date of Substantial Completion: Determined by order date

All notices required herein shall be given to Customer at the address indicated on this Agreement unless otherwise specified below:

Notice/Communication Address:

## C. SERVICES AND TRAINING

### PROJECT MANAGEMENT

- Engineering Design Assistance ○ Provide engineering to determine and finalize design. ○ Provide structural design. ○ Complete shop drawings. ○ Provide electrical drawings detailing electrical specifications.
  - Provide engineering stamped drawings (used for permitting).
- Technical Contracting ○ Assign a project manager from Daktronics.
  - Define specific scopes of work with project details for Customer and Daktronics.
  - Establish project installation timelines and detail issues.
  - Coordinate preliminary and/or final project shop drawings as per scope of work prior to contracting or bid award.
- Construction Management ○ Daktronics project manager finalizes project installation Gantt chart for Customer review.
  - Coordinate project details for shop drawing and project approval elements. ○ Coordinate all aspects of equipment manufacturing and delivery to site.
  - Coordinate with subcontractors and Customer on completing site work and installation of equipment.
  - Coordinate Daktronics on-site project team for any required specific duties which may include equipment installation supervision, signal hook-ups, control room set-up, system testing and onsite training.
  - Coordinate and finalize project completion punch list and project acceptance.
- Installation Management ○ Daktronics representative, who will be familiar in advance with the project, system construction, assembly, and equipment, will be the installation supervisor on site. ○ General duties involved with installation management include resolving structural, mechanical, electrical, signal, and operational issues that arise during installation.

### CUSTOMER SERVICE

- Maintenance Training ○ During installation, Daktronics on-site technician will provide Customer personnel on-site basic maintenance training. This training will cover component overview and replacement and system startup and shutdown. Customer is responsible for identifying the personnel that need to receive training.
  - Operational and maintenance manuals will be provided through electronic media (ie. computer disk) for this system and used as the guideline for training.
  - Riser diagrams will also be provided to customer and local technician, if one is identified through electronic media (i.e. computer disk).
- Event support  
One event is defined as a single gate open to close with up to 6 hours onsite. Event support dates need to be agreed upon two weeks prior to the event.

## DAKTRONICS QUOTE

- Technical event support will include 2 events.
- Technical Event support includes on-site reactionary hardware response to display and computer issues. If parts and circumstances allow, repair and replacement will be handled by the on-site Technical Support.
- Spare Parts Package ○ Daktronics offers adequate spare parts to support Daktronics-manufactured products with every contract; well-trained engineers and project managers assess the custom display and recommend the quantities of each component for spare parts packages.
- Parts Exchange Program ○ Daktronics carries an inventory of standard system-critical Daktronics manufactured parts to reduce the down-time of customers' equipment. Upon request, Daktronics ships the replacement part to the appropriate location. After the repairs have been made, the failed part will be shipped to Daktronics.
- Customer Service Support ○ Service Coordination and Technical Support are available 24/7/365 via 1-866-343-6018.

### DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.

### D. INSTALLATION RESPONSIBILITIES

See Attachment B

Daktronics and Customer will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. Daktronics will not honor any back charges unless approved in advance in writing by a Daktronics Company Manager.

All change order work performed by Daktronics or a subcontractor of Daktronics, will be performed at cost plus 20% overhead and profit.

### E. STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

#### **A. First Year of Service:**

One Year Standard Parts and Labor Warranty (DD1425981 - <http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Standard Warranty and Limitation of Liability

#### **B. Additional Years of Service:**

None

**C. Exclusions:** Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

### DELIVERY:

Equipment is quoted FOB Destination via independent or common carrier. Ship Date will be determined after contract is signed, down payment received, and shop drawings approved.

## TAXES:

No taxes have been included in the price. Customer will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Customer is tax-exempt or purchasing for resale, a copy of Customer's tax-exempt certificate shall be required at time of order.

## CHANGE ORDERS:

Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be referred to as a change order. All change orders shall be in writing and shall set forth the change in scope, price, schedule and payment terms and shall be executed by a proper authority for each party. Neither party shall have an obligation to perform any changes unless a written change order is executed by both parties prior to commencement of the work that is the subject of the change order.



# DAKTRONICS QUOTE

Thank you for allowing Daktronics to submit a quotation on this project. We appreciate your consideration and are excited about the possibility of working with you on this project. If you have any questions regarding this quote please contact the following:



Mike Maloney                      or  
Regional Sales  
260-515-7393  
Mike.Maloney@Daktronics.com



Willy Olson  
Project Manager  
605-651-1723  
Willy.Olson@Daktronics.com

The Terms and Conditions, which apply to this quotation, are available on request.

[SL-02375 Standard Terms and Conditions of Sale](http://www.daktronics.com/terms_conditions/SL-02375.pdf) ([http://www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))

[SL-02374 Standard Warranty and Limitation of Liability](http://www.daktronics.com/terms_conditions/SL-02374.pdf) ([http://www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf))

[SL-07862 Software License Agreement](http://www.daktronics.com/terms_conditions/SL-07862.pdf) ([http://www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))

The documents referred to in this Quote are integral parts of this Quotation. The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics [Standard Terms and Conditions \(SL-02375\)](#), the [Standard Warranty and Limitation of Liability \(SL-02374\)](#) and the [Software License \(SL-07862\)](#) (together the "Terms and Conditions") constitute the full and final understanding between both parties. By receiving this Quotation, Customer acknowledges that it has had an opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hard copy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this quotation are expressly conditioned upon Customer's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in the price. The parties agree that due to the volatile market for raw materials, including but not limited to structural steel, aluminum, copper wire, and conduit, Daktronics reserves the right to adjust bid pricing at time of contract award. Any increase in the price of these raw materials shall be reflected in the contract price.

DAKTRONICS shall provide and perform only such copy or customization as described on this attachment or as provided for in the approved shop drawings. DAKTRONICS and CUSTOMER will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. DAKTRONICS will not honor any back charges unless approved, in advance, in writing by a DAKTRONICS Company Manager.

The term "Software" means the original computer software program and all whole or partial copies of this software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement. The Software is licensed to CUSTOMER per [SL-07862](#).

## ACCEPTANCE

The Undersigned has actual authority to execute this document and Daktronics, Inc. is relying upon such authority.

Customer hereby agrees to purchase the equipment as defined in Section A "Equipment", and the parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with 1) Standard Terms and Conditions, 2) Software License Agreement, 3) Standard Warranty and Limitation of Liability, 4) Service Plan as indicated below and 5) Sections A - E (collectively, the "Contract Documents") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Customer acknowledges that it has had opportunity and means to review the Contract Documents as provided. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Customer's acceptance of the Contract Documents without change. Any modification of the Contract Documents may require a corresponding change in price. The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of this quote, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of this quote, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements. Accordingly, the Customer acknowledges and agrees to the Contract Documents as evidenced by its attestation below.

Unless specifically outlined in any Attachments or Agreement, this order does *not* include the following:

# DAKTRONICS QUOTE

- Physical installation
- Electrical installation
- Installation supervision
- Preventative maintenance
- Cable or conduit including labor
- Freight or insurance costs
- Any applicable taxes
- Any additional site related costs
- Appropriate structure, footings and engineering
- Bonding

Customer hereby confirms that the Equipment is to be delivered to, and may be installed by Customer or Daktronics (as indicated elsewhere herein) at the address specified below:

Product Delivery Address:

Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Province/Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Installation/End User Address:

Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Province/Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_  
E-mail: \_\_\_\_\_

In witness hereof, the parties hereto have executed this agreement and through their duly authorized officers.

**CUSTOMER:**

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print or Type

**DAKTRONICS, INC:**

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print or Type

By: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Print or Type



# DAKTRONICS QUOTE

## ATTACHMENT B SPORTSOUND EQUIPMENT LIST

QTY	Part #	Dak Part #	Manufacturer	Description
<b>Signal Cable</b>				
1	Cat5e	W-1384		Cat5 Ethernet Cable 1000'
<b>Main Sound System</b>				
QTY	Part Number	Dak Part Number (REV ##)	Manufacturer	Description
<b>Loudspeakers</b>				
<b>JBL</b>				
19	Control SB210		JBL	Surface Mount Subwoofer
76	Control 28T-60-BLK	A-3080 (00)	JBL	Surface Mount Loudspeaker
19	MTC-SB210T		JBL	70v Network transformer
19	MTC-210UB		JBL	U-Bracket Adapter for SB210
60	MTC-28/25CM		JBL	90° / Ceiling Invisibal Mount Adapter for Control 28/25
36	MTC-PC2	A-3663 (00)	JBL	Terminal Panel Cover
<b>Other Common Loudspeakers</b>				
8	Sb121		ElectroVoice	Weather Resistant Subwoofer
22	Sx300PIX		ElectroVoice	65x65 Two way Weather Resistant Loudspeaker
17	R2-52Z		Community	50x20 Weather Resistant Stadium Loudspeaker
17	TRC400		Community	400W transfoermer for R2 speakers
132	CT830-T870		Lowell	8" Ceiling Speaker 70v W/ T870-8W transformer
84	FW-8		Lowell	8" Ceiling Speaker Grill
<b>Amplifier Rack</b>				
<b>Racks</b>				
1	ST-LCR1	A-3444 (00)	RDL	Logic Controlled Relay
1	PS24A	T-1126	RDL	Power Supply
1	MP-MP	0M-1147933 (00)	Daktronics	Custom Mounting Plate for Up to 5 MP-20s or MP-15s
1	PS-REL	K-1042	Furman	Power Relay Accessory
<b>Signal Transport</b>				
1	PS24A	T-1126	RDL	Power Supply
1	DIN-2LI	T-1123	Jensen	2 Channel Input Transformer

# DAKTRONICS QUOTE

<b>Processing</b>				
1	BLU-100	A-3467 (00)	BSS	Soundweb London 12x8 Digital Signal Processor
<b>Amplifiers</b>				
2	CSMA1120		JBL	1 Channel Power Amplifier With Built in Mixer; 4 Input +vox, 70v
1	DCi 2 1250N	A-3686	Crown	2 Channel Power Amplifier with DSP and BLU Link
7	DCi 4 600N	A-3685	Crown	4 Channel Power Amplifier with DSP and BLU Link
1	DCi 4 1250N	A-3687	Crown	4 Channel Power Amplifier with DSP and BLU Link
<b>Video Feed</b>				
1	LTIBLOX	A-2755	Rapco	3.5MM Video Interface to Balanced XLR
<b>Complimentary Industry Training</b>				
1	SYNAUDCON			End User Syn-Aud-Con Online Training (per user)
<b>Miscellaneous</b>				
1	ELEC			Electrical
1	INSTLKIT	0A-13400341		Audio Installation Kit (Large)
1	SITESURVEY			Post Sale Site Survey (Based on 3 Days of travel and 1 flight)
1	MISC			Miscellaneous



# DAKTRONICS QUOTE

## ATTACHMENT A INSTALLATION RESPONSIBILITIES CHECKLIST

Responsible Party		Description
Daktronics	Customer	
	X	2. Secure necessary construction permits.
	X	3. Provide existing utility drawings.
X		4. Removal of existing equipment.
X		6. Disposal of existing equipment.
X		8. Generate and issue site specific electrical and signal drawing submittals for audio equipment.
X		9. Generate and issue site specific equipment shop drawing and attachment detail submittals for audio equipment.
	X	10. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	X	12. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	X	16. Unobstructed access to equipment and control room installation site until display is 100%.
	X	17. Mark location of the new Equipment as delineated in the quote.
	X	18. Locate underground utilities.
	X	22. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
X		23. Site clean-up after Daktronics work.
X		24. Crating and shipping of all equipment to facility via common or independent carrier.
X		25. Accept, lift, unload, and inspect all audio equipment and control equipment from carrier.
	X	26. Provide storage of audio equipment and control equipment in a safe, dry, and secure location until installation.
X		33. Lift and mount Equipment listed in this quotation.
	X	37. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
	X	38. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
X		43. Mount and install fiber patch panel as required by electrical and signal drawings.
	X	45. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.

# DAKTRONICS QUOTE

X		48. Furnish signal cable as delineated on the quote.
	X	49. Labor to pull all new signal cable (reusing cable)
X		51. Interface cabling with audio system including conduit, cabling, and installation of cabling.
X		55. Terminate signal cable at control location and audio Equipment.
	X	56. Provide climate controlled, secured control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent noncondensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	X	57. Provide high speed internet connection to control room equipment.
	X	58. Required power outlets on clean dedicated circuit(s) for all audio and control equipment.
X		59. Provide computer(s) for control software.
X		60. Unpack, set-up, hook-up, and testing of control system.
X	X	61. Provide personnel for maintenance and operator training.
X		62. Perform final systems testing and commissioning.
	X	63. Final acceptance, per DF-1252.
X	X	64. Walk-thru inspection at Substantial Completion and identification of punchlist items

**BUDGETARY PRICING PREPARED FOR LOUISVILLE BATS**  
**THE ESTIMATES BELOW ARE PROVIDED AS A COURTESY FOR DISCUSSION PURPOSES ONLY.**

Date: 22 August 2016

VENUE/LOCATION	DESCRIPTION/TECHNOLOGY	QTY	APPROX. HEIGHT (FT)	APPROX. WIDTH (FT)	TOTAL PRICE (USD)
Base	13HD Outdoor Left Center Small Displays 112x448	2	5	19	<b>\$500,000</b>
	13HD Outdoor Left Center Main Video Display 560x1092 Includes Primary and Backup Display Controllers	1	24	47	
Option 1	Deduct Left Center Small Displays	2	5	19	<b>DEDUCT FROM BASE \$56,000</b>
Option 2	15HD Outdoor Right Center Video Display 600x720	1	30	36	<b>ADD TO BASE \$283,000</b>
Option 3	15HD Outdoor Video Display 600x720 with Sponsor Replacement Displays	1	30	36	<b>ADD TO BASE \$351,000</b>
		2	10	19	

This estimated budgetary quote is provided by Daktronics Inc. as a courtesy for discussion purposes only. The parties acknowledge and agree that the terms contained herein are confidential and are mere estimates. Neither Daktronics nor the potential buyer(s) are bound by the estimates shown in this budgetary quote. A formal quote will be provided upon request.

The following are **NOT** included in these budgetary numbers: bonding; taxes; primary structural design; electrical installation; physical installation; extended service; or primary power (customer is responsible to supply power to display location(s)).

## ATTACHMENT B

### INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. **The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be



subject to increase according to any applicable State or Federal Transportation Regulations.

3. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

### **MISCELLANEOUS**

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.