

City of Franklin
Paige Cruise
705 Boyd Mill Ave
Franklin, TN USA 37065
Phone: (615) 712-1827
Fax:
Email: paige.cruse@franklintn.gov

28/May/2013
Quote valid for: 90 days
Terms: Net 30 with Purchase Order
FOB: DESTINATION
Delivery: Call for production time

CoF Contract No. 2013-0062

Reference: Multisport
R5195-TN-CityofFranklinParks-017

Item No.	Model	Description	Qty	Price
1	MS-918-R-PV-120-F	Multi-Sport Scoreboard; 120 V; Red Digits; Scoreboard Color: FOREST GREEN; Caption Color: WHITE Cabinet Dimensions: 5' 0" H X 14' 0" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: RED Max Power: 300 watts/display Weight: Unpackaged 220 lbs per display; Packaged 580 lbs per display	4	\$18,204.00
	Stripe; 0A-1091-0183	1" Perimeter Border Stripe for MS-918 Scoreboards; Color: WHITE	4	
2	AS-1600 to RC-100 Upgrade	Upgrade from All Sport 1600 (wire) to RC-100 Wireless	4	\$1,640.00
3	ID_18x168_O	18in x 14ft non-backlit sponsor/identification panel	8	\$5,150.00
4	I-Beam Mounting Method (A)	For 2 I-Beams	1	
5	FREIGHT	Shipping to site	1	\$2,495.00
Services				
6	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

Total Price Excluding Sales Tax: \$27,489.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD2167408 for MS-918-R-PV-120-F, SL-07397 for AS-1600 to RC-100 Upgrade

Notes: Pricing for this quote for the City of Franklin is based upon unit pricing established by the TCPN Cooperative Purchasing Network

Exclusions:

- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Electrical Switch Gear or Distribution Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable
- Taxes
- Front End Equipment

Unless expressly stated otherwise in this Quote # 475688-1 Rev 4 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Daktronics will not be installing and is therefore moot.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Dave Gabrovic

Mindy Lysne

Dave Gabrovic
PHONE: 615-678-2758
FAX: 605-697-4700
EMAIL: Dave.Gabrovic@daktronics.com

Mindy Lysne
PHONE: 605-692-0200
FAX: 605-697-4700
EMAIL: Mindy.Lysne@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request:

- SL-02375 Standard Terms and Conditions of Sale
- SL-02374 Standard Warranty and Limitation of Seller's Liability
- SL-07862 Software License Agreement
- SL-04116 Graphic File Standards

as attached are as follows:

- (www.daktronics.com/terms_conditions/SL-02375.pdf)
- (www.daktronics.com/terms_conditions/SL-02374.pdf)
- (www.daktronics.com/terms_conditions/SL-07862.pdf)
- (www.daktronics.com/terms_conditions/SL-04116.pdf)

and the attached City of Franklin, TN Standard Procurement Terms and Conditions

Acceptance:

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

attached

attached.

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, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") 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, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy 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 agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature
Ken Moore, M.D.
Print Name

Date
Mayor, City of Franklin, TN
Title

attached. future modifications, as mutually agreed upon by both parties,

the attached

Shauna R. Billingsley
APPROVED AS TO FORM
Shauna Billingsley, City Attorney

Purchase Order Information:

City of Franklin PO# _____ PO Date _____

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
Ship To:	
City of Franklin Fieldstone Park	
Company Paige Cruse	
Contact Person 1377 Hillsboro Rd.	
Address Franklin	
City TN	37064
State	Zip
615/794-2103	
Telephone 615/550-0079 (Attn: Parks Dept.)	
Fax paige.cruse@franklintn.gov	
Email	

<input type="checkbox"/> Same as Ship to	
End User:	
City of Franklin	
*Company Paige Cruse	
Contact Person P.O. Box 305	
Address Franklin	
*City TN	37065-0305
*State	*Zip
615/794-2103	
Telephone 615/550-0079 (Attn: Parks Dept.)	
Fax paige.cruse@franklintn.gov	
Email	
*Required Information	

BILL TO*(if different from quoted address):	
City of Franklin Parks Dept.	
Company Paige Cruse	
Contact Person P.O. Box 305	
Address Franklin	
City TN	37065-0305
State	Zip
615/794-2103	
Telephone 615/550-0079 (Attn: Parks Dept.)	
Fax paige.cruse@franklintn.gov	
Email	

*Method of payment offered by Purchaser and preferred by Daktronics is to be Visa credit card issued to Purchaser's Contact Person identified above.

Standard Terms and Conditions of Sale

1. **Scope of the Work.** The scope of the Work shall include the Equipment, any licensed Software, the Services, if any, and the Warranty, each as defined in the Contract Documents.
2. **Change Orders.** The parties, without invalidating the Agreement, may modify the scope of the Work. The modifications shall be referred to as "Change Orders." The parties shall mutually agree in writing as to the cost or credit from a Change Order as well as any modifications in delivery time; which written agreement shall be an express condition precedent to the effectiveness of any Change Order. Daktronics shall not perform any Change Order or change directive or any other such modification order without the prior written approval of both parties.
3. **Software.** All Software, including firmware, which is furnished to Purchaser, is licensed to the Purchaser per the terms and conditions of the Software License.
4. **Conditions Precedent.** The obligations of Daktronics in this Agreement are subject to the express condition precedent that Purchaser shall perform its obligations under the Agreement. Daktronics may, in its sole discretion, waive these conditions.
5. **Payment Terms.** Payment terms shall be as stated on the quote. If the Payment Terms in this Section 5 and the quote are inconsistent, then the Payment Terms stated in the quote shall control. Daktronics may accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Daktronics' right to collect the remaining balance, notwithstanding Daktronics' endorsement of a check or other negotiable instrument.
6. **Cancellation.** In the case Purchaser cancels an order for convenience, Daktronics, in its sole discretion, may charge a cancellation and restocking fee of up to 10% of the purchase price to recover costs.
7. **Delivery and Risk of Loss.** All purchases shall be delivered FOB Destination. Purchaser shall bear the risk of loss once the Equipment is delivered to the Purchaser at destination. Daktronics shall coordinate the shipment of the Equipment and shall ship the Equipment in accordance with Purchaser's instructions. Daktronics shall be responsible for damage occurring to the Equipment during shipment. If for any reason Purchaser is not able to take delivery of the Equipment, Daktronics may, at its sole discretion, store the equipment.
8. **Installation.** Subject to the terms and conditions of the Agreement, the Purchaser shall perform its respective obligations, if any, as designated on in the Contract Documents. Purchaser shall fully cooperate with Daktronics in connection with the installation of the Equipment. The Purchaser agrees and acknowledges that Daktronics may subcontract any of the Work to third parties selected by Daktronics; provided, however (i) nothing herein shall create any contractual relationship between the Purchaser and any subcontractor; and (ii) Daktronics shall be fully responsible hereunder for the performance, actions and omissions of Daktronics' employees, all subcontractors and all other persons or entities performing any of the Services on the project described herein, as if such performance, actions and omissions were those of Daktronics.
9. **Acceptance; Substantial Completion.** Unless otherwise provided for, Acceptance shall be defined as follows. In the case of the sale of Equipment without installation by Daktronics, Acceptance shall be accomplished upon delivery of the Equipment by Daktronics, inspection of the equipment by Purchaser, and acceptance of the delivery by Purchaser.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.
10. **Title.** Title to the Equipment shall pass from Daktronics to the Purchaser upon Acceptance. No transfer, renewal, extension or assignment of this Agreement or of any interest therein shall operate as a payment or transfer of title to the Purchaser or in any manner relieve the Purchaser of its obligations. No title shall pass to Purchaser with respect to Software which is furnished, solely on a license basis.
11. **Security Interest.** Daktronics reserves, and Purchaser grants, to the extent permitted by law, to Daktronics, a first priority, purchase money security interest in the Equipment until such time as the Purchase Price has been received in full by Daktronics. Purchaser shall execute and deliver such further documents as reasonably requested by Daktronics to preserve and perfect such security interests, including but not limited to Uniform Commercial Code financing statements, if applicable.
12. **Lien Waiver.** Upon payment of all amounts owed under the Agreement and subject to any additions or subtractions by Change Order, Daktronics shall irrevocably waive and release any and all rights to serve or record any lien, verified statement of claim, or claim against any payment or performance bond arising from Daktronics' provision of the Work.
13. **Warranty.** The Standard Warranty and Limitation of Daktronics' Liability (the "Warranty"), is the complete and final warranty with regard to the Equipment. The obligations of Daktronics under the Warranty are limited to replacing, repairing or giving credit for, any of the Equipment which shall, within the warranty period, fail due to faulty design, workmanship, manufacture or installation.
14. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN THE STANDARD WARRANTY AND LIMITATION OF DAKTRONICS' LIABILITY, DAKTRONICS EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Critical and unforeseeable factors beyond the control of Daktronics prevent it from eliminating all risks in connection with the use of the Equipment. Purchaser acknowledges and assumes all risks and liability resulting from the handling, storage and use of the Equipment. The Warranty shall become null and void if the Purchaser alters the Equipment or the Software in a manner inconsistent with the specifications of the Equipment or the Software. Further, the Warranty shall become null and void if the Purchaser, its employees, agents, representatives or subcontractors performs repairs to the Equipment, without the express written consent of Daktronics.
15. **Confidentiality.** STRIKEN
16. **Use of Image.** Purchaser agrees and consents to allow Daktronics to make reference to the installed Equipment, the Purchaser or the premises, use Daktronics', not Purchaser's, respective logos, trademarks or any other graphical representation of the Equipment, or use photographs of the installed Equipment or list the installed Equipment and facility in any material of any kind used or produced by or at the direction of Daktronics of any kind, without the prior written consent of the Purchaser; provided, however, that Daktronics may not, without prior written consent do any of the foregoing in a manner which implies endorsement by Purchaser.
17. **Default.** Daktronics reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Daktronics within thirty (30) days of the agreed payment dates or otherwise fails to comply with this Agreement, or any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Daktronics shall in no way be construed as a waiver of other remedies available to Daktronics. If either party fails to perform any covenant or obligation under this Agreement, the other Party shall be excused from the performance of any of its obligations under this Agreement.
18. **Indemnity.** Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of or in any way related to: (i) any material breach of this Agreement by Daktronics; (ii) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Agreement; (iii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright,

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trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iv) any fine or assessment with respect to any violation or alleged violation of any Applicable Laws regarding safety or health.

19. Existing Structure. Except to the extent Daktronics is specifically responsible for any structural element per the Agreement, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, windload, and all other technical specifications of the Equipment.

20. Limitation of Liability. Daktronics' liability arising out of the Warranty for damaged Equipment shall be limited solely to the repair or replacement of the Equipment or giving credit for the Equipment under the warranty clause herein, if the applicable warranty period described in that clause has not expired.

21. Force Majeure. Daktronics shall be excused from any liability under this Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of the Daktronics, including without limitation acts of God, natural disaster, war, earthquakes, acts of terrorism, etc.

22. Assignment. Unless otherwise stated, this Agreement may not be assigned by either party without the written consent of the other party; provided, however, that Daktronics may assign its rights to receive payment from Purchaser without consent from the Purchaser.

23. Acceptance of Terms. Daktronics' acceptance of Purchaser's order is on the express condition that only the terms and conditions set forth herein and attached shall apply to the sale. Any term, provision or condition in conflict with, in addition to or in modification of any of the terms and conditions herein and as attached shall not be binding upon Daktronics unless an authorized representative of Daktronics accepts such term, provision or condition in writing. Daktronics' failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.

24. Taxes. Unless otherwise stated, the Purchase Price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Daktronics, however designated, levied or based on amounts payable to Daktronics under or in connection with this Agreement. Purchaser shall immediately pay upon demand the full amount of any such applicable Tax. Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the purchase price of the Equipment.

25. Miscellaneous. This Agreement shall be governed by the laws of the state of Tennessee without regard to its conflict of law principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties consent to the jurisdiction and venue of the courts of Williamson County, Tennessee for any action, suit or proceeding. This Agreement including all attachments represents the entire agreement of the parties and supersedes any previous understanding or agreement and may not be modified except by writing. This Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Agreement may be executed in counterparts. Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law.

DAKTRONICS
WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

DAKTRONICS WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT.

1. **Warranty Coverage**

A. Daktronics warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of one (1) year (the "Warranty Period"). The warranty period shall commence upon Acceptance of the Equipment by Purchaser. The warranty period shall expire on the first anniversary of the commencement date.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

B. Daktronics' obligation under this Warranty is limited to, at Daktronics' option, replacing or repairing, any Equipment or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement. Daktronics may, at its option, provide on-site warranty service. Daktronics shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by either Purchaser or Daktronics.

C. Daktronics shall pay ground transportation charges for the return of any defective component of the Equipment. If returned Equipment is repaired or replaced under the terms of this warranty, Daktronics will prepay ground transportation charges back to Purchaser; otherwise, Daktronics shall pay transportation charges to return the Equipment back to the Purchaser. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. Purchaser shall pay, less the original basic ground transportation charges to be incurred by Daktronics, any upgraded or expedited transportation charges should Purchaser elect for any upgraded or expedited transportation service. Such cost shall be paid by Daktronics and invoiced to Purchaser net thirty (30) days.

D. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend this Warranty Period.

E. Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided by Daktronics does not impose any duty or liability upon Daktronics for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE SELLER UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH PURCHASER MAY BE BUYING THE EQUIPMENT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. **Exclusion from Warranty Coverage**

The limited warranty provided by Daktronics does not impose any duty or liability upon Daktronics for:

A. When returning Equipment to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Daktronics and to ship the Equipment in the manner prescribed by Daktronics;

B. Any damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Daktronics or its authorized repair agents;

C. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;

D. Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Daktronics' reasonable control;



E. Failure to adjust, repair or replace any item of Equipment if it would be impractical for Daktronics personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Daktronics. Daktronics reserves the right to require Purchaser to ship Equipment to Daktronics, should, in Daktronics reasonable determination, conclude the existence of general environmental conditions at the site that pose a danger to Daktronics personnel.

F. Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Purchaser and are not part of the contract of sale;

G. Any damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics; or

H. Any performance of preventive maintenance.

3. **Limitation of Liability**

Daktronics shall be under no obligation to furnish continued service under this Warranty if alterations are made to the Equipment without the prior written approval of Daktronics.

To the extent permitted by law, in no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Daktronics has been advised of the possibility of such damages.

4. **Assignment of Rights**

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Daktronics.

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6. **Governing Law**

The rights and obligations of the parties under this warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. Both parties consent to the application of the laws of the State of Tennessee to govern, interpret, and enforce all of Purchaser and Daktronics rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

7. **Availability of Extended Service Agreement**

For Purchaser's protection, in addition to that afforded by the warranties set forth herein, Purchaser may purchase extended warranty services to cover the Equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this warranty for extended additional services. For further information, contact Daktronics Customer Service at 1-800-DAKTRONics (1-800-325-8766).

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This Software License is provided to the Purchaser within the Software itself. A hardcopy is reproduced here for your reference.

SOFTWARE LICENSE ("LICENSE")

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE PURCHASED FROM DAKTRONICS. DAKTRONICS WILL LICENSE THE SOFTWARE TO PURCHASER ONLY IF PURCHASER FIRST ACCEPTS THESE TERMS. BY INSTALLING, COPYING, OR USING THIS SOFTWARE IN ANY WAY, PURCHASER IS ACKNOWLEDGING THAT PURCHASER HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF PURCHASER DOES NOT AGREE TO THE TERMS OF THIS LICENSE, PURCHASER MAY NOT INSTALL, COPY, OR OTHERWISE USE THIS SOFTWARE.

For the purposes of this license, 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 owned by Daktronics or one of its subsidiaries and is protected by U.S. and international copyright laws and treaties, and is being licensed to Purchaser pursuant to the terms and conditions of this Agreement; in no event is the Software being sold.

Purchaser shall not acquire rights to the ownership, source code, or intellectual property rights of the software. Further, Purchaser covenants and warrants that it shall not duplicate, copy or transfer the software without the express consent of the Daktronics. Purchaser agrees to maintain Daktronics' copyright notice on the licensed software and to include the same on any authorized copies it makes. Purchaser agrees not to decompile, disassemble, decode or reverse engineer any software program delivered to Purchaser or any portion thereof.

This license constitutes the complete understanding regarding the use of this Software, and supersedes and replaces any prior oral or written communications between Purchaser and Daktronics, and any prior software license agreement between Purchaser and Daktronics.

1. Grant of License. Daktronics hereby grants to Purchaser a nonexclusive license to (i) use the Software, and (ii) to make and install copies of the Software to support the level of use authorized, provided that Purchaser reproduces the copyright notice and any other legends of ownership on each copy, or partial copy, of the Software, subject to the usage limitations contained in the Agreement, if any. If the Agreement does not define usage limitations, Purchaser usage shall be limited to a single license to be used on a single main operating PC and a single redundant backup PC.

If the Software subject to this Agreement is an upgrade from the previous software, Purchaser authorization to use the previous software is hereby terminated. Purchaser will ensure that anyone who uses the Software does so only in accordance with the terms and conditions of this Agreement.

Data collected and/or stored by the Software shall be the Purchaser's property and Daktronics shall have no claim or interest in such data.

Purchaser may not (i) use, copy, modify or distribute the Software except as provided in this License; (ii) reverse assemble, reverse compile, otherwise translate or create derivative works based upon the Software, except as specifically permitted by law without the possibility of contractual waiver; (iii) use the Software in a manner that does not comply with all applicable laws in the jurisdiction(s) in which Purchaser uses the Software; or (iv) sublicense, rent, lease or otherwise transfer the Software, except as allowed in this License. Modifications to the Software will void the Software warranty as provided in Section 6 below.

2. Transfer of Rights and Obligations. Purchaser may transfer all of its licensed rights and obligations under this License to a Related Party only by transferring a copy of this License and all copies of the Software to the Related Party. Upon such a transfer to a Related Party, Purchaser shall permanently delete all copies of the Software and have no further rights to use the Software in any manner. No other assignment of Purchaser licensed rights and obligations shall be permitted and any attempt to make such a disallowed transfer shall be void and of no effect.

For the purposes of this License, the phrase "Related Party" shall mean those entities that: (i) are wholly owned subsidiaries of Purchaser company, (ii) own at least a majority of the beneficial ownership of Purchaser company, or (iii) have at least a majority of their beneficial ownership owned by an entity that owns at least a majority of the beneficial ownership of Purchaser company.

3. Nondisclosure. The Software licensed hereunder is and will continue to be the exclusive proprietary property of Daktronics. Purchaser agrees to use its best efforts to ensure that its employees, agents, representatives and consultants do not disclose the Software, or any part thereof, to any third party. In the event that Purchaser should use the Software to perform services for others, or need to allow its agents or consultants to use the Software in the manner contemplated hereby for the operation of the Equipment (as defined in the Agreement), Purchaser may disclose external or interface details as may be reasonably necessary to properly use the Software, but Purchaser may not disclose any design characteristics or implementation detail thereof. This nondisclosure obligation shall survive the termination of the Agreement and this License.

4. Evidence of License. The Agreement along with this License is evidence that Purchaser is authorized to use this Software and is eligible for Support Services (as defined in Section 8 below).

5. Charges and Taxes. No charges are payable hereunder with respect to Purchaser's use of the Software as authorized by Section 1 above, or the Support Services or other services to be provided by Daktronics pursuant to this License. Notwithstanding the foregoing, in the event Purchaser desires Software upgrades, separate and apart from Software Updates necessary to maintain the functionality and intended use of the product when acquired, after the expiry of the Warranty period, such upgrades shall be purchased at additional charge.

If any authority imposes a duty, tax, levy or fee excluding those based on Daktronics' net income that is based upon the provision of the license to use the Software that is contained herein, Purchaser agrees to pay that amount, or supply exemption documentation.

6. Warranty. Daktronics acknowledges and agrees that the Software is being provided as part of an integrated hardware and software system referred to as the Equipment in the Agreement, and the Software and the other components of the Equipment are subject to the various warranties and requirements as set forth in the Agreement and its Attachments. Subject to the foregoing warranties and requirements, Daktronics does not warrant uninterrupted or error-free operation of the Software. Purchaser is responsible for the results obtained from the use of the Software.

In the event Purchaser makes any change or modification to the Software, Purchaser agrees that such change and modification is the property of Daktronics as derivative works of the Software. Furthermore, immediately upon Purchaser making any such change or modification to the Software, the foregoing warranty of Daktronics with respect to such Software shall no

longer apply, and Daktronics shall have the right to charge Purchaser for any additional Support Services that Purchaser should request regarding such changes or modifications at Daktronics' prevailing rates; however, Daktronics shall be under no obligation to provide such services.

7. Limitation of Liability. The parties acknowledge that warranties regarding the Software are subject to limitations set forth in Section 6 above and in the Agreement.

8. Support Services. Daktronics will provide Support Services to Purchaser at no additional charge for one (1) year following the date of the Acceptance or for such longer period of time in accordance with the Warranty or separate maintenance agreement. Support shall automatically terminate at the conclusion of the one (1) year term. Purchaser may elect to continue Support Services at a rate mutually agreed upon by both parties. Such fees are based on total amount of authorizations granted for the Software. Purchaser may terminate Support Services for the Software at any time by giving Daktronics written notice.

Services

one

Support Services include the following: (i) support regarding the operation of the Software during Daktronics normal business hours, (ii) best efforts through its central error correction activity at Daktronics' office to correct errors, malfunctions or defects to the Software, and (iii) updates and enhancements of the Software which are made available to all other customers of Daktronics pursuant to the Support Services at no additional cost. Support Services shall only extend to the most current version of the Software and any previous versions for only one hundred-eighty (180) days following the release of a new version.

Purchaser is responsible for: (i) the interface between the Software and all other software used by Purchaser, (ii) installing, managing, and operating any updates and enhancements delivered under this Agreement, (iii) payment to Daktronics, within thirty (30) days from the date of receipt of the Invoice by Purchaser, for all Support Services which are requested by Purchaser and result from Purchaser modifications to the product or interfacing with Purchaser's hardware or software system, and (iv) incorporating all new releases of the Software when received.

During the warranty period and in addition to the Support Services, Daktronics shall undertake the efforts necessary to promptly correct any failure of the Software to function in conformance with its warranty.

9. Termination. This License may be terminated in the following ways: (i) Purchaser may terminate this License by providing written notice in the event that Daktronics materially breached the terms of this License, and where such material breach has not been cured within thirty (30) days following the provision of written notice of such material breach by Purchaser to Daktronics, (ii) Daktronics may terminate this License in the event that Purchaser does not pay the amounts which are due under this License or the Agreement entered into between Purchaser and Daktronics, or in the event that Purchaser should, in any material respect, breach any of the terms of this License or the Agreement, and where such nonpayment or breach has not been cured within thirty (30) days after Purchaser receives notice thereof from Daktronics.

If either party terminates this License for any reason (i) Purchaser will be obligated to pay Daktronics all of the amounts which are due related to the Software and the Agreement, and (ii) Purchaser will certify in writing that Purchaser has removed the Software from Purchaser's systems and destroyed all copies. In no event shall Purchaser become entitled to any refund in the event of termination of this License, unless Purchaser terminates this License as a result of a material breach of the material terms of this License by Daktronics, in which event Purchaser may be entitled to direct actual damages pursuant to the limitations of Section 7 herein and as described in the Agreement

10. General. Nothing in this License is intended to affect any statutory rights of consumers that cannot be waived or limited by contract. This License may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification extension or discharge is sought.

Purchaser agrees to comply with applicable export laws and regulations.

If any provision of this License is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under any circumstances.

This License shall be governed by the laws of the State of Tennessee without regard to conflicts of law provisions, and Purchaser consents to the exclusive jurisdiction of the state and federal courts sitting in Williamson County, Tennessee, except that Daktronics shall have the right to commence, initiate or maintain any action, suit or litigation in the jurisdiction where Purchaser is located or present, including with limitation, to seek and enforce any injunction against any violation or anticipated violation of Purchaser of this License. Neither Purchaser nor Daktronics shall have any liability under this License for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond its reasonable control, including without limitation acts of God, natural disaster, war, earthquakes, acts of terrorism, etc.

Daktronics Graphics File Standards

Sending your graphic and image files to Daktronics

Acceptable Media:

- All media should be formatted for PC use.
- E-mail attachment PREFERRED (limited to 10mb or less)
- CD or DVD (When sending disks please label them with School or End User, Contact name and phone #.)
- FTP- Customers can upload to our site or we can download from their site. (Contact Copy Management for more info)

Acceptable File Formats

Vector

The size of this type of artwork can be changed without losing any quality. Vector format artwork is based on mathematical equations using points, arcs, curves and lines. When we resize these images they remain clear, because the programs refigure the math as we resize an image.

Extension*	Program	Version
.ai	Adobe Illustrator®	CS3 or earlier
.eps	Adobe Illustrator®	CS3 or earlier
.indd	Adobe InDesign®	CS3 or earlier
.pdf	Adobe Acrobat®	8 or earlier
.cdr	Corel Draw®	10 or earlier
.fs	FlexiSign®	8 or earlier

Fonts

Convert all fonts to outlines before sending the files. If you do not convert the fonts to outlines, the typeface may change when it is opened by our corporate office. Once a font is created to outlines it cannot be edited.

Color

Indicate CMYK or PMS colors when possible. We will produce a layout for your approval with your specified color/s on it. If there is no specified color we will print the color directly from your file with no corrections.

Avoiding Additional Costs

.jpg, .gif, or .bmp images tend to be poor quality and should only be used on internet web pages. These formats purposely destroy image quality in order to load faster on the internet. These types of images are small enough on a computer screen that they don't look pixilated. Usually these types of images have been originally created in a vector format and then rasterized and saved into one of these file types. There could be additional charges for us to clean up these files. If you have an existing logo, mascot, or graphic design on a letterhead, business card, banner or clothing; an electronic file probably exists somewhere. Contact your local paper or print shop for the file. We will not reproduce a registered, trademarked, or service marked logo without written and signed permission from the owner of the logo.
-If you will be using a photo, please send the original.

Faxes- These destroy an image as well. When an image is faxed, it will always lose detail and usually adds whatever scratches or dust are on its scanner. There is also no color.

If you have additional questions, please contact:

Your regional Copy Management designer

Getting the Right Files

Start with your first sales call!

"In order for your order to flow through our system as efficiently as possible, we will need to make sure to have the proper computer files for any school or sponsor specific logos or other artwork. The different file types that our graphics department can accept are outlined in this form (SL-04116, Daktronics Graphics File Standards). I'm not an expert on these types of files, and you may not be either, but if we can find the right people to visit with, we will be able to streamline the ad copy process and get your order shipped with no delays."

Do you have someone in your school who understands these file type requirements and can send me the proper files?

Name:

Phone:

E-mail:

Do you have sponsors lined up? Will they be able to provide the right types of files? Can we give them a call?

Name:

Phone:

Email:

If not, is there a local printing company where you have had letterhead, business cards, or other stationery printed?

Name:

Phone:

E-mail:

When speaking to sponsors: Where do you get your stationery printed? Did you have a marketing or advertising agency design your logo?

Name:

Phone:

Email:

Do you have more than one school logo? Which one will you be using on your scoreboard?

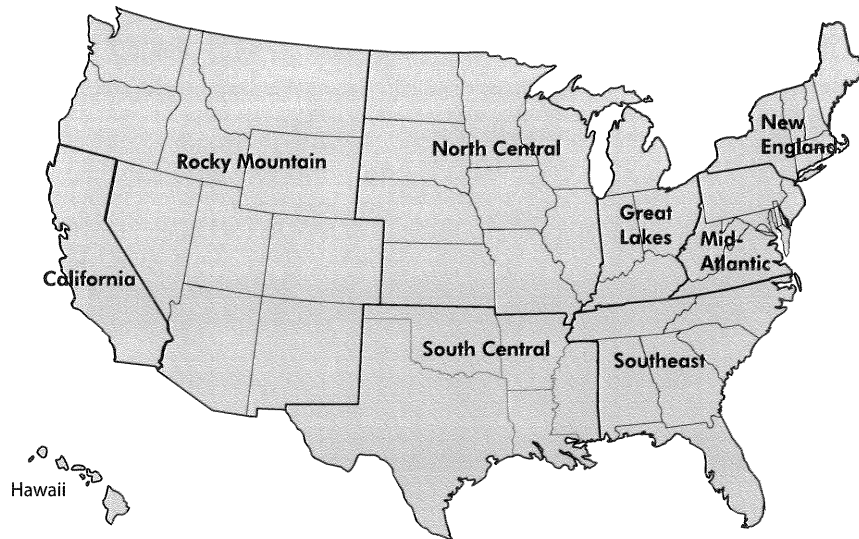
Who will approve these layouts? Will each sponsor approve his/her own spot? Is there a second person who will be authorized to approve ad copy?

Name:

Phone:

Email:

Copy Management Regional Graphic Designers



California/Rocky Mountain:

Jennifer Reiser

jennifer.reiser@daktronics.com

(P) 605.692.0200 Ex: 57838

(F) 605.697.4700 (Attn: Jennifer Reiser)

Great Lakes:

Jamie De Young

jamie.deyoung@daktronics.com

(P) 605.692.0200 Ex: 57836

(F) 605.697.4700 (Attn: Jamie De Young)

South Central:

Debra Feddersen

debra.feddersen@daktronics.com

(P) 605.692.0200 Ex: 57827

(F) 605.697.4700 (Attn: Debra Feddersen)

New England/Mid-Atlantic:

Kyle Fergen

kyle.fergen@daktronics.com

(P) 605.692.0200 Ex: 57844

(F) 605.697.4700 (Attn: Kyle Fergen)

North Central:

Stacy Kyei

stacy.kyei@daktronics.com

(P) 605.692.0200 Ex: 57855

(M) 605.695.0640

(F) 605.697.4700 (Attn: Stacy Kyei)

Southeast:

Lynnae Myers

lynnae.myers@daktronics.com

(P) 605.692.0200 Ex: 57849

(F) 605.697.4700 (Attn: Lynnae Myers)

Your Ad Panel is not a Business Card

Star ink
 For all your printing needs...
 Visit our store at: 100 1st Street
 Yourtown, ST 10000
 or visit the web: www.fillthiswithyourwebsite.com

OPEN 8 TO 5 M-F
 9 TO 6 S-S

OR CALL US AT:
 1-800-555-5555

we carry all major brands of ink, printers, paper, office supplies, toner, copiers, scanners and fax machines




Too much information can detract from the interest the viewer will have in your advertisement. Only use essential information about your company. Remember the location of the sign. Most people don't have internet access at a sporting event. Although most people do carry cell phones, they most likely are not going to use your phone number off of an ad panel that they saw at a game.

Star ink
 For all your printing needs...

*we carry all major brands of ink, printers, paper, office supplies, toner, copiers, scanners and fax machines

Your logo/wordmark and tagline should be the most dominate elements in your ad. If there is other pertinent information about your business it needs to be large enough to read from a distance. Try to reduce the number of words and enlarge the text to bring it up to a legible size.

Star ink
 For all your printing needs...

we carry all major brands of ink, printers, paper, office supplies, toner, copiers, scanners and fax machines




Get rid of extra logos and background elements that take away from the content you are trying to get across to the customer.

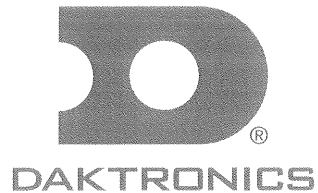
Star ink
 For all your printing needs.

For maximum legibility and interest, your panel should be simple. It may be possible to add your phone number or website depending on the size, shape and distance of your panel from the viewer. However keep in mind that this advertisement's goal is for sponsor/logo recognition.

Letter Visibility Chart

Letter Height	Maximum Reading Distance
3 inches	100 feet
4 inches	150 feet
6 inches	200 feet
8 inches	350 feet
9 inches	400 feet
10 inches	450 feet
12 inches	525 feet
15 inches	630 feet
18 inches	750 feet
24 inches	1000 feet
30 inches	1250 feet
36 inches	1500 feet
42 inches	1750 feet
48 inches	2000 feet
54 inches	2250 feet
60 inches	2500 feet

Note: These values are only accurate with Red or Black on a White background.
All other colors will lose long-distance readability at a rate dependant on their hues and values.
***Accuracy also depends on the Font used. Disproportionately stretching text will not increase readability.



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. n/a n/a

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Daktronics, Inc.

201 Daktronics Dr.

Brookings, SD 57006

FAX: 605/697-4700

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

May 15, 2013

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator *Eric*
Russell Truell, Assistant City Administrator / CFO
Lisa Clayton, Parks Director
Brian Wilcox, Purchasing Manager

SUBJECT: Consideration of contract award to Daktronics, Inc. of Brookings, SD in the total amount of \$27,489.00 for supply and delivery to Fieldstone Park (but not installation) of four (4) new multi-sport scoreboards for the Parks Department (\$40,000 budgeted in FY2013 to line item 110-89310-44700 for purchase, including installation; CoF Contract No. 2013-0062)

Purpose

The purpose of this procurement is to purchase the supply and delivery to Fieldstone Park of four (4) new multi-sport scoreboards. This procurement does not include installation. The new scoreboards would replace the existing ones which are scheduled this current fiscal year to be removed from service.

Background

The City has obtained a quote from Daktronics, Inc. of Brookings, SD pricing for which is based on a cooperative purchasing arrangement through a group of multiple governments, The Cooperative Purchasing Network (TCPN).

Financial Impact

The quote from Daktronics, Inc. is in the total amount of \$27,489.00 for supply and delivery to Fieldstone Park of four (4) new multi-sport scoreboards. The Parks Department budget for fiscal year 2013 allocates \$40,000 out of the Hotel/Motel Tax Fund for replacing the scoreboards at Fieldstone Park. Note that the budget is for supply, delivery and installation while the subject of this memorandum is only supply and delivery. Staff estimates installation of the four scoreboards may cost the City an amount approximately the same as for their supply and delivery.

Options

Staff is of the opinion that the scoreboards that have been quoted by Daktronics, Inc. would meet the needs of the City. However, another option would be for the City to conduct its own competitive solicitation for bids instead of utilizing competitive pricing established by TCPN cooperative purchasing arrangement.

Recommendation

Staff recommends that the City accept the quote, from Daktronics, Inc. of Brookings, SD in the total amount of \$27,489.00 for supply and delivery to Fieldstone Park of four (4) new multi-sport scoreboards. Purchasing Manager Brian Wilcox is of the opinion that the staff recommendation appears to be made in a fair and impartial manner based upon the information available.