TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

May 10, 2022

SUBJECT: Approval to Purchase a Replacement Scoreboard for Sage Park Scalise

Field

Summary of Agenda Item:

In February of 2022, the Town of Berlin was awarded a State of Connecticut DEEP Grant for the purposes of a scoreboard replacement on Scalise Field at Sage Park and for Biscoglio Field improvements at Berlin High School. Appendix A, Section 3a. of the grant references the deliverable scope of work for the scoreboard. The Contractor shall design and install a Daktronics Live Video Display and all associated audio-visual components ("Scoreboard"), together with associated site work, on Scalise Field at Sage Park. The Sole Source Daktronics provider for the State of Connecticut is Scoreboard Enterprises of Mansfield, MA. Scoreboard Enterprises has provided a proposal in the amount of \$223,961.80 utilizing the Massachusetts Higher Education Consortium Contract (MHEC) B14. A 20 percent project contingency is being requested due to market pricing volatility, shipping and any unforeseen conditions during installation bringing the total project cost to an amount not to exceed \$268,754.16. Funding is available in the DEEP Grant Account 500.25.2545.0.54000.00772

Action Needed:

Move to utilize Massachusetts Higher Education Consortium (MHEC) Contract B14 and enter into an agreement with Scoreboard Enterprises, of Mansfield, MA as the Sole Source Daktronics provider for Connecticut to design and install a Daktronics Live Video Display and all associated audio-visual components ("Scoreboard") together with associated sitework on Scalise Field, at Sage Park for an amount not to exceed \$268,754.16

Attachments:

Scoreboard Enterprises Proposal and Design information MHEC Documentation Daktronics Sole Source Letter Grant Agreement

Prepared By:

Douglas Solek, Director of Facilities

Scoreboard Enterprises Inc.

SALES - INSTALLATION - SERVICE

274 Fruit Street 508-339-8113

Mansfield, MA 02048 Fax 508-339-0184

www.scoreboardenterprises.com

Berlin High School Accounts Payable 238 Kensington Road Berlin CT 06037 Description	Date 04 May 2022 Expiry Date 31 May 2022 Quote Number 11763 Tax Number 042605006	mike@scoreboarder	274 Fruit St. eld, MA 02048 hterprises.com 860.948.8112
Video Display	Components		
Daktronics LVX-2130-264x480-15HD Live Video Display - Cabinet Dimensions - 13'3" high x 24' wide - Active Area - 13'3" high x 24' wide		1	116,160.00
Daktronics Control-1 Video Input (Primary Player & Processor On All Sport Pro	ly) w/ Laptop and	1	14,960.00
Displays Game-In-Progress Information		1	722.50
2.4 GHz Radio Transmitter		1	361.25
Includes 11 Animations		1	232.05
Includes 6 Animations		1	127.50
Fiber Optic Cable; 4 Fiber		1,000	841.50
		Total	133,404.80
Static Scoreboar	d Components		
Daktronics MultiSport Scoreboard; Panaview White Digits; 4'6" H	x 25' W	1	9,660.25
Team Name Message Center; Set of 2; White LED's		1	4,658.00
Daktronics All Sport 5010 R6 Control Console		1	1,160.25
Gen. VI Radio Receiver		1	386.75
2" Border Stripe for MS-2009 MS-2031 MS-2028 & MS-2029		1	204.00
12 VDC Trumpet Horn for Outdoor LED Scoreboards		1	272.00
		Total	16,341.25
Accent	Pieces		
Daktronics DA-1001-25 4' Tall x 25' Long Arch Truss with 50% L screen backing	ettering/Logo and	1	6,540.75
Outdoor Non-Backlit 2' 6" x 25		2	3,697.50

	Total	10,238.25
Shipping		
Shipping	1	7,500.00
	Total	7,500.00
Installation		
Full Outdoor Installation	1	56,477.50
	Total	56,477.50
	Subtotal	223,961.80
	Total USD	223,961.80

Both the Town of Berlin, CT, and the Berlin Public Schools are members of the Massachusetts Higher Education Consortium, and as such all applicable discounts have been applied per contract B14 where Scoreboard Enterprises is located.

Installation based on State/Local Building Code to include the following:

- Crane Rental/Backhoe Rental
- · Excavate footing at desired location
- Provide and pour concrete for one (1) footings per structural drawings
- Provide, mount, and level two (2) painted steel "I" beams per structural drawings
- Mount and level Daktronics LVX-264x480-15HD Live Video Display + MS-2029 + DA-1001-25 + two (2) outdoor non-backlit 2'6" x 25' ad panel
- · Provide and install electrical disconnect on rear of scoreboard
- Power to be brought and wired to disconnect by others
- Provide and pull fiber optic cable through conduit provided by others.
- · Install and calibrate radio frequencies
- Test all functions
- Provide Owner Operator Training

Standard Exclusions to include:

- SEI requires full access to the site for the duration of the installation to include but not limited to Crane Truck, Van, Trailer, Lift, Concrete Truck and Excavation Equipment access
- SEI is not responsible for finish landscaping around excavated areas
- SEI is not responsible for repairs to finish landscaping as a result of required installation access, however we will work diligently and closely with the owner to limit any impact to the area.
- SEI requires power to the base of the structure by others
- SEI is not responsible for removing excavated material from site SEI does not provide soil testing required by us to move off site

- SEI is not responsible for the integrity of the existing structure or existing power/date feeds.
- SEI will pull through conduits provided by others
- -Scoreboard Enterprises, Inc. is not responsible for unforeseen obstruction while excavating, i.e. rock, ledge, water, and pipe additional cost may be incurred as a result of excavation obstructions to be invoiced separately
- -Scoreboard Enterprises, Inc has based the above installation on normal soil conditions, if abnormal soil conditions are encountered, additional cost may be incurred as a result of additional footing design.
- -The installation quote is based the scoreboards sizes provided on this quote, if larger scoreboards are selected it may result in increased installation costs due to footing & steel requirements.
- -Scoreboard Enterprises, Inc has based the above installation price on our standard Certificate of Insurance, if additional coverage or wording is required, additional fees will be the responsibility of the requestor for additional coverage/wording.

Terms of Estimate:

All quotes are valid for 60 days. Expired quotes will require all pricing to be reviewed and updated.

Thank you for choosing Scoreboard Enterprises, Inc. to provide new a scoreboard for Berlin High School.

Before the order can be placed with the manufacturer, the following is required:

- Color of Scoreboard.
- Sponsor/logo panel ad copy. The Daktronics© Graphics File Standards is included. Please refer to page 2.
- Digit Color for scoreboard: Confirm WHITE LED Digits
- Scoreboard captions/border color.
- Installation contact name, email, & phone number

LVX Display

Description	QTY
LVX-2130-264x480-15HD- 13'3"H x 24'W	1
Control-1 Video Input (Primary Player & Processor Only) w/ Laptop and All Sport Pro	1
Video All sport RTD Input Kit	1
2.4 Radio Transmitter	1
FB-Animations Pkg – 11 Animations	1
SO-Animations Pkg – 6 Animations	1
Fiber Optic Cable - 4 Fiber	1000
Daktronics MS-2029 Scoreboard; Panaview White Digits; 4'6" H x 25' W	1
TNMC_8x48_White LED 34mm	1
Daktronics All Sport 5010 R6 Control Console	1
Gen. VI Radio Receiver	1
2" Border Stripe for MS-2029	1
12 VDC Trumpet Horn for Outdoor LED Scoreboards	1

Description	QTY
DA-1001-25 4' Tall x 25' Long Arch Truss w/ 50% Lettering/Logo & screen backing	1
Outdoor Non-Backlit 2' 6" x 25	2
Custom Side Filler Pieces - 13'3' high x 6" wide	2

Please feel free to contact Mark Hurley at 508-339-8113, 508-479-5827 or <u>Mark@scoreboardenterprises.com</u>. Thank you.

LVX 15HD OUTDOOR LIVE VIDEO DISPLAY SPECIFICATIONS



Daktronics LVX series video display modules eliminate color shifts at off angles to ensure excellent image clarity from any seat. Each module features complete 360° protection from moisture and dust and have high-contrast louvers and etching to preserve image contrast in even the brightest conditions. Video displays with 15 mm row and column spacing are offered in 23 sizes with various lengths of filler panels to match the widths of standard Daktronics outdoor scoreboards. Contact Daktronics to find the best standard or custom video display solution for your facility.

LINE/COLUMN SPACING: 0.60" (15.24 mm)

PIXEL CONFIGURATION: 3 through-hole LEDs per pixel (1 red, 1 green, 1 blue)

MODULE CONFIGURATION: 24 x 24 pixels

MODULE DIMENSIONS (HxW): 14.4" x 14.4" (365.76 mm x 365.76 mm)

DISPLAY POWER: Varies by display size (see chart on page 2)

DISPLAY WEIGHT: Varies by display size (see chart on page 2)

PROCESSING: 22 bit Distributed

COLOR CAPACITY: 16 bit (281 trillion colors)

DIMMING: 256 levels

CALIBRATION: Full depth, LED to LED

LED REFRESH RATE: 4800 Hz
LED LIFETIME: 100,000 hours

CALIBRATED INTENSITY: 8500 nits (cd/m²)

VIEWING ANGLE: 160° horizontal, +25°/-40° vertical

SERVICE ACCESS: Front or rear

CABINET DEPTH: 11.0625" (281 mm)

CABINET CONSTRUCTION: Aluminum and Steel (corrosion resistant)

INGRESS PROTECTION RATING: IP-66 Components

TEMPERATURE RATING: -40° to 122 Fahrenheit (-40° to 50° Celsius)

COMMUNICATION: Fiber Optic (50/125 µm multi-mode)





LVX 15HD OUTDOOR LIVE VIDEO DISPLAY SPECIFICATIONS

			AD PANEL ACTIVE WIDTH @2 HEIGHT >			MATRIX SIZE IN PIXELS	UNCRATED WEIGHT		POWER IN WATTS	
Feet	Meters	Feet	Meters	Feet	Meters	Rows Columns	LB	KG	Avg.	Max.
13.2 x 24	4.02 × 7.32	N/A	N/A	13.2 x 24	4.02 x 7.32	264 x 480	3536	1604	3516	14064
13.2 x 25	4.02 × 7.62	0.5*	0.15*	13.2 × 24	4.02 × 7.32	264 x 480	3589	1628	3516	14064
13.2 × 32	4.02 × 9.75	4	1.22	13.2 × 24	4.02 × 7.32	264 x 480	4234	1921	3516	14064
13.2 × 36	4.02 × 10.97	6-	1.83	13.2 × 24	4.02 × 7.32	264 × 480	4571	2074	3516	14064
14.4 × 25.2	4.39 × 7.68	N/A	N/A	14.4 × 25.2	4.39 × 7.68	288 × 504	3954	1794	3996	15984
14.4 x 32	4.39 × 9.75	3.4	1.04	14.4 x 25.2	4.39 × 7.68	288 x 504	4462	2024	3996	15984
14.4 × 36	4.39 × 10.97	5.4	1.65	14.4 x 25.2	4.39 × 7.68	288 × 504	4821	2187	3996	15984
15.6 x 27.6	4.75 × 8.41	N/A	N/A	15.6 x 27.6	4.75 × 8.41	312 × 552	4608	2091	4728	18912
15.6 x 32	4.75 × 9.75	2.2	0.67	15.6 x 27.6	4.75 x 8.41	312 × 552	5015	2275	4728	18912
15.6 x 36	4.75 × 10.97	4.2	1.28	15.6 x 27.6	4.75 × 8.41	312 x 552	5396	2448	4728	18912
16.8 × 30	5.12 × 9.14	N/A	N/A	16.8 × 30	5.12 × 9.14	336 x 600	5330	2418	5514	22056
16.8 x 32	5.12 × 9.75	1*	0.30*	16.8 × 30	5.12 × 9.14	336 x 600	5448	2472	5514	22056
16.8 × 36	5.12 × 10.97	3-	0.91	16.8 × 30	5.12 × 9.14	336 x 600	5850	2654	5514	22056
18 x 32.4	5.49 × 9.88	N/A	N/A	18 × 32.4	5.49 x 9.88	360 × 648	6025	2733	6339	25356
18 × 36	5.49 × 10.97	1.8	0.55	18 × 32.4	5.49 x 9.88	360 × 648	6242	2832	6339	25356
19.2 x 33.6	5.85 × 10.24	N/A	N/A	19.2 x 33.6	5.85 × 10.24	384 x 672	6605	2996	7014	28056
19.2 × 36	5.85 × 10.97	1.2	0.37	19.2 × 33.6	5.85 × 10.24	384 x 672	6757	3065	7014	28056
20.4 × 36	6.22 × 10.97	N/A	N/A	20.4 × 36	6.22 × 10.97	408 × 720	7864	3568	8103	32412
21.6 x 38.4	6.58 x 11.7	N/A	N/A	21.6 x 38.4	6.58 x 11.7	432 x 768	8791	3988	9135	36540
22.8 × 40.8	6.95 × 12.44	N/A	N/A	22.8 × 40.8	6.95 x 12.44	456 x 816	9806	4448	10227	40908
24 × 43.2	7.32 × 13.17	N/A	N/A	24 x 43.2	7.32 × 13.17	480 × 864	10727	4866	11334	45336
25.2 × 44.4	7.68 × 13.53	N/A	N/A	25.2 × 44.4	7.68 x 13.53	504 × 888	11540	5235	12285	49140
26.4 × 46.8	8.05 x 14.26	N/A	N/A	26.4 × 46.8	8.05 x 14.26	528 x 936	12509	5674	13443	53772

^{*}Widths 1' (305 mm) and under are simple filler panels and not offered with logo/sponsor graphics.

FOR ADDITIONAL INFORMATION

One Video Input Control: DD1923154
Four Video Input Control: DD1923159
Eight Video Input Control: DD1923166
Standard Media Kit: See DD1969933

Real-Time Data (RTD) Input Kits: See <u>DD1936413</u>



DVN, DVX, DVNMC, DVXMC, & ST RTD INPUT KITS

SELECT FROM ONE OF THE FOLLOWING REAL-TIME DATA (RTD) KITS:

1) ALL SPORT® RTD INPUT KIT*

- Kit includes Lantronix® Serial Server, dual DB25 J-box, DB25 to DB25 serial cable from All Sport console to J-box and from J-box to Lantronix box, and two (2) 10' Ethernet cables.
- Display game-in-progress information from the All Sport, such as current team scores, game clock, time outs left, etc.

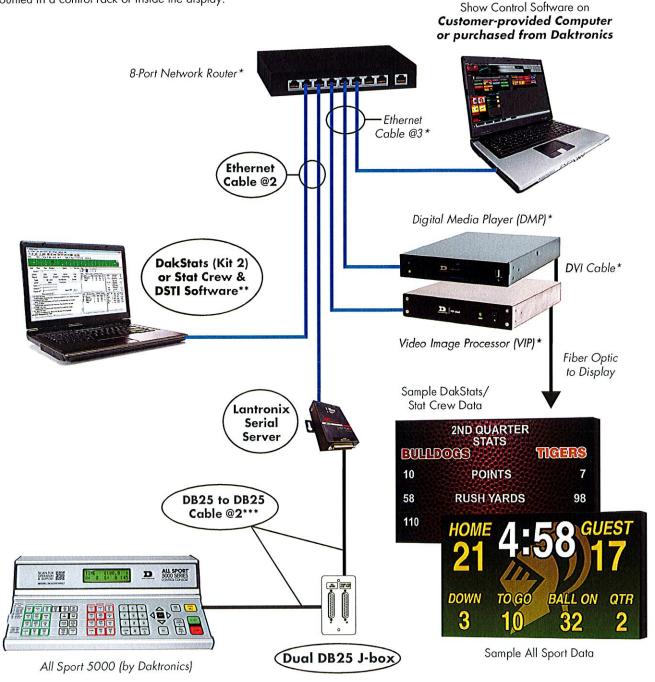
 Refer to ED-12483 for complete list of available data for each sport.
- This kit is **not** required if ordering kit 2 or 3.



DVN, DVX, DVNMC, DVXMC, & ST RTD INPUT KITS

TYPICAL SETUP DIAGRAM:

Note: Some components shown below may be mounted in a control rack or inside the display.



- * Included in display control package. Refer to <u>DD1923154</u>, <u>DD1923159</u>, <u>DD1923166</u>, <u>DD2356684</u>, or <u>DD2356690</u>.
- ** Computer typically provided by customer.
- *** Cable from J-box to Serial Server must be null modem.





ALL SPORT RADIO CONTROL OPTION PRODUCT SPECIFICATIONS



Backed by over 20 years of radio design experience, Daktronics radio solution offers the reliability of Daktronics trusted All Sport® controller product line while eliminating the need for signal wire to the scoreboard. The 2.4 GHz spread spectrum radio system uses frequency hopping technology to eliminate interference from outside sources such as cordless/cellular phones, pagers and WiFi.

Numerous automated features make Daktronics radio solution easy to install, use and maintain. With new installations, the Daktronics radio option can easily pay for itself. Because there is no need to trench signal wire, it's not uncommon to save thousands of dollars on installation expenses.

FEATURE	BENEFIT				
125 mW transmitter power (50 mW European)	 Large signal range: 500' (152 m) indoor, 1500' (457 m) outdoor with direct line-of-sight between transmitter and receiver Note: Control rooms with "Low-E" energy-efficient glass windows can significantly reduce effective signal range. 				
64 non-interfering channels	– Operate multiple radio systems in the same proximity				
Software selectable channel on controller	 Channel will not be inadvertently changed when handling console No mechanical switches that can wear out or break 				
2.4 GHz spread spectrum	 Greatly reduces possibility of interference Tamper-resistant, highly-secure system 				
Auto-switching receivers	 Flexibility for split-court and multiple-console operation Eliminates the need for dedicated consoles Automatically searches and finds the appropriate controller 				
Rubber-sealed gasket (outdoor models)	– Keeps radio unit clean and moisture free				

RECEIVER DIMENSIONS

5.65" H x 3.28" W x 1.50" D (143 mm, 83 mm, 38 mm)

PRODUCT SAFETY APPROVAL

ETL listed to UL standards and CSA tested; FCC approved

OPERATING TEMPERATURES

32 to 158° Fahrenheit (O to 70° Celsius)

OPTIONS

Battery Kit for complete console portability (see <u>SL-04457</u>)



DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS



This outdoor LED multisport scoreboard displays period time to 99:59, HOME and GUEST scores to 99, PERIOD to nine, and indicates team penalty. In track mode, race time displays to 99:59.99. When period time is less than one minute, the scoreboard displays time to 1/10 of a second. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCS & VINYL CAPTIONS	TNMCS & ELECTRONIC CAPTIONS	BACKLIT & VINYL CAPTIONS			
POWER	Red/Amber Digits	200 Watts, 1.7 Amps	300 Watts, 2.5 Amps	335 Watts, 2.8 Amps	295 Watts, 2.5 Amps			
(120 VAC)*	White Digits	410 Watts, 3.5 Amps	<mark>64</mark> 0 Watts, 5.4 Amps	720 Walls, 6 Amps	505 Watts, 4.3 Amps			
UNCRATED WEIGHT		427 lb (194 kg)	547 lb (248 kg)	587 lb (266 kg)	511 lb (232 kg)			
DIMI	NSIONS	4'-6" H x 25'-0" W x 8" D (1.37 m, 7.62 m, 203 mm)						

^{*}Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).

DIGITS & INDICATORS

- Clock and score digits are 24" (610 mm) high.
 PERIOD digit is 18" (457 mm) high.
- Select red, amber, or white LED digits and indicators.
- Scoreboard features robust weather-sealed digits (see <u>DD2495646</u>).
- · Digits may be dimmed for night viewing.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

CAPTIONS

- HOME and GUEST captions are 15" (381 mm) high.
 PERIOD caption is 10" (254 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional backlit captions consist of white letters on a black background. Team names are 14" (356 mm) high.
 All other captions are 12" (305 mm) high.
- Optional electronic captions change according to the sport mode, eliminating the need for caption panels. Electronic captions and TNMCs are 10.6" (269 mm) high.

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled



DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see <u>SL-03991)</u>	Wired (standard): One-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console.
(see <u>31-03771</u>)	Wireless (optional): 2.4 GHz spread spectrum radio features 64 non-interfering channels and 8 broadcast groups (see <u>SL-04370</u>).

SEGMENT TIMER MODE

The segment timer mode is ideal for keeping practices on schedule. The horn at the end of a segment allows coaches and athletes to focus on the practice and to listen for the horn when it is time to change drills (see <u>SI-04004</u>).

TIME OF DAY MODE

This scoreboard features a Time of Day (TOD) mode that allows it to act as a clock when the control console is unplugged or off. Refer to the scoreboard installation manual for instructions on how to enable the Time of Day mode.

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

ADVERTISING/IDENTIFICATION PANELS

Backlit & Non-Backlit:

1'-6" H × 25'-0" W (457 mm, 7.62 m) 2'-0" H × 25'-0" W (610 mm, 7.62 m) 2'-6" H × 25'-0" W (762 mm, 7.62 m) 3'-0" H × 25'-0" W (914 mm, 7.62 m) 4'-0" H × 25'-0" W (1.22 m, 7.62 m) 5'-0" H × 25'-0" W (1.52 m, 7.62 m)

For additional non-backlit panel sizes, see <u>SL-03761</u>.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see <u>DD2101644</u>)
- Team name caption in place of HOME *
- Team names on changeable panels **
- Programmable Team Name Message Centers (see <u>DD1696958</u>)
- Backlit team name captions
- Backlit or electronic PERIOD caption
- Reversible HALF and QTR caption panel
- Horn
- Individual digit protective screens (see <u>SL-04939</u>)
- Protective netting (see <u>DD2690927</u>)
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes
- * Not available with TNMCs
- ** Not available with TNMCs or Backlit Team Names

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1183308 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-4166499 (attached)
- Architectural Specifications: See DD3645478



DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS

ALTERNATE CAPTIONS & SCORING MODES

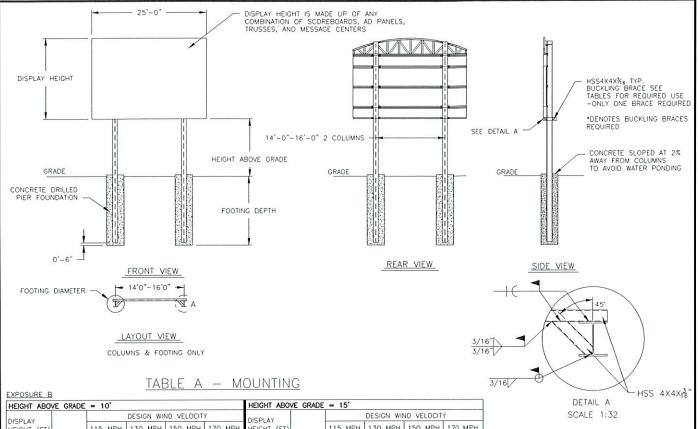












COLUMN W21X62 W24X68 W24X84 W30X90 4.0'X12.5' 4.0'X14.5' 4.0'X17.5' 5.0'X17.5'

HEIGHT ABO	GHI ABOVE GRADE = 10						VE GRADE	- 13			
DISPLAY			DESIGN WIN	ND VELOCIT	Y	DISPLAY			DESIGN WI	ND VELOCIT	Y
HEIGHT (FT)		115 MPH	130 MPH	150 MPH	170 MPH	HEIGHT (FT)		115 MPH	130 MPH	150 MPH	170 MPH
8		W8X28 3.0'X8.0'	W8X31 3.0'X9.0'	W14X38 3.0'X10.0'	W12X40 3.0'X11.0'	8	COLUMN FOOTING	W10X39 3.0'X9.0'	W14X43 3.0'X10.0'	W10X49 3.0'X11.0'	W12X58 3.0'X12.0
10		W10X33 3.0'X9.0'	W10X39 3.0'X10.0'	W14X43 3.0'X11.0'	W12X53 3.0'X12.0'	10		W10X45 3.0'X10.0'	W12X53 3.0'X11.0'	W12X58 4.0'X11.0'	W16X67 4.0'X13.5'
12		W10X39 3.0'X10.0'	W14X43 3.0'X10.5'	W12X53 3.0'X12.0'	W14X61 4.0'X12.0'	12	COLUMN FOOTING	W12X53 3.0'X11.0'	W12X58 3.0'X12.0'	W12X72 3.0'X13.5'	W18X76 3.0'X13.5
14		W14X43 3.0'X10.5'	W12X53 3.0'X11.5'	W12X58 4.0'X11.5'	W16X67 4.0'X13.0'	14*	COLUMN FOOTING	W14X48 3.0'X11.5'	W18X55 3.0'X13.0'	W21X62 4.0'X13.0'	W24X68 4.0'X15.0
16	COLUMN	W12X53 3.0'X11.5'	W14X61 4.0'X11.0'	W12X72 4.0'X12.5'	W18X86 4.0'X14.5'	16*		W21X48 4.0'X11.0'	W21X62 4.0'X12.0'	W21X68 4.0'X14.5'	W24X76 4.0'X17.0
18*	COLUMN	W16X40 3.0'X12.0'	W21X48 4.0'X12.0'	W21X55 4.0'X14.0'	W21X68 4.0'X16.0'	18*	COLUMN	W21X55 4.0'X12.0'	W16X67 3.0'X16.0'	W18X76 4.0'X16.0'	W27X84 4.0'X18.5

FOOTING DIMENSIONS = DIAMETER X DEPTH
• DENOTES ADDITIONAL BRACES REQUIRED AT THE MID HEIGHT OF DISPLAY

COLUMN W14X48 W18X55 W21X62 W24X68 FOOTING 3.0'X13.0' 4.0'X15.0' 4.0'X15.0' 4.0'X18.0

EXPOSURE C

20*

COLUMN

HEIGHT ABO	VE GRADE	= 10'		HEIGHT ABOVE GRADE = 15'					
DISPLAY		DESIGN WIN	D VELOCITY	DISPLAY		DESIGN WIND VELOCIT			
HEIGHT (FT)		115 MPH	140 MPH	HEIGHT (FT)		115 MPH	140 MPH		
8	COLUMN	W10X33 3.0'X9.5'	W12X40 3.0'X10.5'	8	COLUMN	W14X43 3.0'X10.0'	W12X58 3.0'X12.0'		
10	COLUMN FOOTING	W14X43 3.0'X10.5'	W12X53 3.0'X11.5'	10	COLUMN FOOTING	W12X53 3.0'X11.5'	W12X65 3.0'X13.5'		
12	COLUMN	W14X48 3.0'X11.5'	W12X58 4.0'X11.5'	12	COLUMN FOOTING	W14X61 4.0'X12.0'	W18X76 4.0'X13.0'		
14	COLUMN	W12X53 4.0'X11.0'	W16X67 4.0'X13.0'	14*	COLUMN FOOTING	W21X48 4.0'X12.0'	W21X68 4.0'X14.5'		
16	COLUMN	W12X65 4.0'X11.5'	W18X76 4.0'X14.0'	16*	COLUMN FOOTING	W21X62 4.0'X13.0'	W18X76 4.0'X16.0'		
18*	COLUMN	W21X48 4.0'X12.5'	W21X62 4.0'X15.5'	18*	COLUMN	W21X68 4.0'X14.0'	W24X84 4.0'X18.0'		
20*	COLUMN	W21X55 4.0'X13.5'	W21X68 4.0'X17.0'	20*	COLUMN	W18X76 4.0'X15.5'	W30X90 5.0'X17.0'		

FOOTING DIMENSIONS = DIAMETER X DEPTH
• DENOTES ADDITIONAL BRACES REQUIRED AT THE MID HEIGHT OF DISPLAY

NOTES:

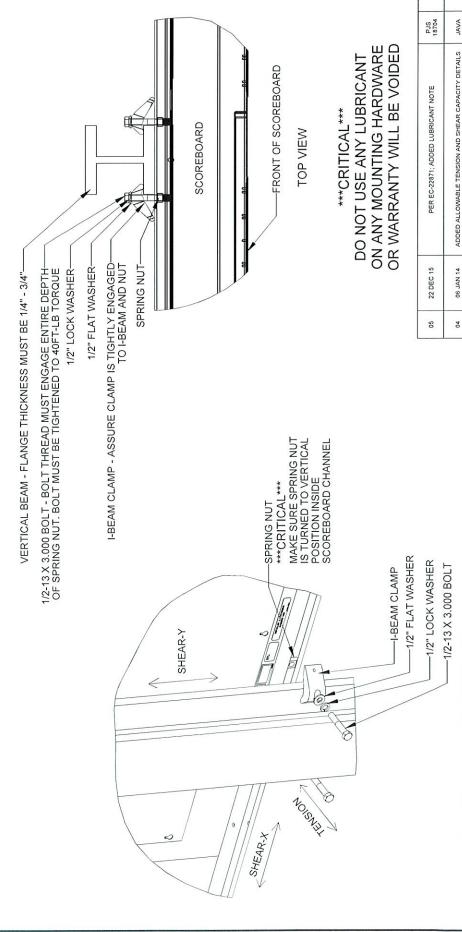
- 1. FOOTING AND COLUMN SIZES ARE SUGGESTIONS ONLY, PROVIDED TO ASSIST WITH ESTIMATING INSTALLATION COSTS AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES. THE DESIGN MUST BE CERTIFIED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE INSTALLATION BEFORE THEY CAN BE USED FOR FABRICATION OF ERECTION.
- 2. INTERNATIONAL BUILDING CODE 2012 USED IN DESIGN OF COLUMNS AND FOOTINGS WITH, IMPORTANCE FACTOR=1, Kzt=1.0, Kd=0.85, G=0.85. SEISMIC DESIGN WAS NOT CONSIDERED.
- 3. FOOTING DIMENSIONS ARE BASED ON ASSUMED SOIL CLASS 4 (ALLOWABLE LATERAL BEARING PRESSURE OF 150 $_{\rm psf}$).
- 4. STRUCTURAL STEEL IS GRADE A992 (50 ksi) STEEL. CONCRETE SHALL HAVE A MINNIMUM 28 DAY COMPRESSIVE STRENGTH OF 2500 psi.
- 5. THE AVERAGE DISPLAY WEIGHT FOR A LAYOUT CAN NOT EXCEED 8 PSF.
- 6. DAKTRONICS INC. IS NOT RESPONSIBLE FOR STRUCTURES DESIGNED AND INSTALLED BY OTHERS.
- 7. LOCAL BUILDING OFFICIALS SHOULD BE CONTACTED TO DETERMINE THE WIND SPEED AND EXPOSURE CATEGORY FOR THE PROPOSED SIGN LOCATION. THE EXPOSURE CATEGORY C IS DEFINED AS:

EXPOSURE B — URBAN AND SUBURBAN AREAS, OR OTHER TERRAIN WITH NUMEROUS SPACED OBSTRUCTIONS HAVING THE SIZE OF SINGLE—FAMILY DWELLINGS OR LARGER. THESE CONDITIONS MUST PREVAIL FOR A DISTANCE FROM THE SIGN OF AT LEAST 2,600 ft OR 20 TIMES THE SIGN HEIGHT, WHICHEVER IS GREATER

EXPOSURE C - OPEN TERRAIN WITH SCATTERED OBSTRUCTIONS HAVING HEIGHTS GENERALLY LESS THAN 30 FT. THIS CATEGORY INCLUDES FLAT OPEN COUNTRY, GRASSLANDS, AND ALL WATER SURFACES IN HURRICANE PRONE REGIONS.

FOR SPECIFIC PRODUCT DETAILS ON WEIGHT, MOUNTING, ETC. REFER TO THE INDIVIDUAL PRODUCT SPECIFICATION SHEETS.

	AKTRO BROOKING		· Day Notice Cold	DRAWING ARE CONFIDE	SSED AND DETAILS SHOWN ON THIS ENTIAL AND PROPRIETARY. DO NOT EANS WITHOUT THE EXPRESS DAKTRONICS, INC.
DO NO	OT SCALE DE	RAWING			14 DAKTRONICS, INC.
PROJ:OUTDOOR	SCORE	BOA	RD INST.	ALLATION	
TITLE: 25' WIDTH	SCOR	REBO.	ARD INS	TALLATION SPE	CS.
DESIGN:TTASCHN			DRAWN: TTA	SCHN	DATE: 22JUL14
SCALE: 1/16"=1	,				
SHEET	REV	J	OB NO:	FUNC-TYPE-SIZE	1107700
	00	P15	538	E-10-A	1100000



ADDED STANDARD MOUNTING METHODS NOTES PER EC-12382; CHANGED BOLT TORQUE FROM 30 FT-LB TO 40 FT-LB CHANGED ROCKER TO I-BEAM 07 MAR 12 06 JAN 14 21 FEB 12 23 OCT 1 DATE REV 03 01 02

STANDARD MOUNTING METHOD

1. PLACE SPRING NUTS INTO SCOREBOARD CHANNEL IN APPROXIMATE LOCATION OF VERTICAL BEAMS

MOUNTING INSTRUCTIONS:

EXPLODED REAR ISOMETRIC VIEW

KD DD

Z

KDD BY:

HE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY DO NOT REPRODUCE BY ANY MEANS WITHOUT THE EXPRESS WRITTEN CONSENT OF DARKRONICS, INC. OR ITS WHOLLY OWNED SLIBSIDIARIES.

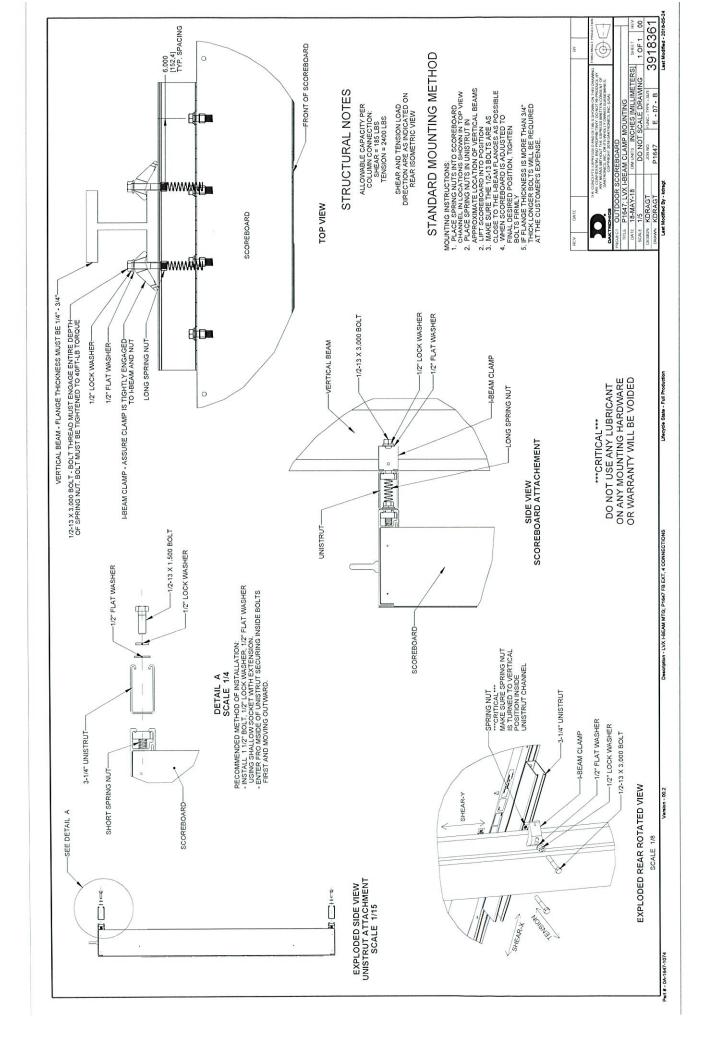
STRUCTURAL NOTES

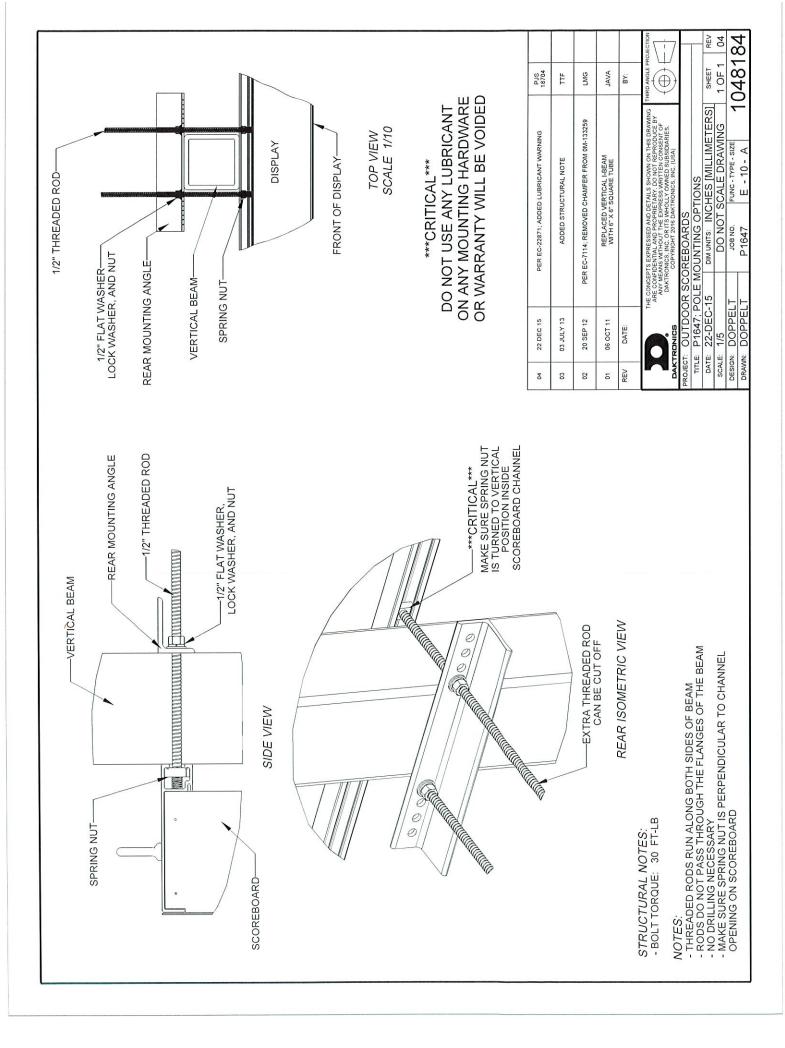
ALLOWABLE CAPACITY PER EACH CLAMP: SHEAR = 160 LBS TENSION = 2300 LBS

2. LITT SCOREBOARD INTO POSITION
3. MAKE SURE THE 1/2-13 BOLTS ARE AS
CLOSE TO THE I-BEAM FLANGES AS POSSIBLE
4. WHEN SCOREBOARD IS ADJUSTED TO
FINAL DESIRED POSITION, TIGHTEN
BOLTS FIRMLY
5. IF FLANGE THICKNESS IS MORE THAN 3/4"
THICK LONGER BOLTS WILL BE REQUIRED
AT THE CUSTOMER'S EXPENSE.

SHEAR AND TENSION LOAD DIRECTION ARE AS INDICATED ON REAR ISOMETRIC VIEW

7	-		REV	05	70	00	
)			SHEET	1 OF 1	OFOE	1007001	
COPYRIGHT 2016 DAKTRONICS, INC. (USA)	REBOARD LAMP MOUNTING	WECT: OUTDOOR SCOREBOARD TITLE: P1647: I-BEAM CLAMP MOUNTING	NTING CHES [MILLIMETERS]	DIM UNITS: INCHES [MILLIMETERS]	DO NOT SCALE DRAWING	FUNC - TYPE - SIZE	E - 07 - A
COPYRIGHT 2016 DAKTRONICS, INC. (USA)			ONI :SINO MID	S LON OG	JOB NO.	P1647	
	OUTDOOR SCOREBOARD	P1647; I-BEAM	DATE: 22-DEC-15	1/8	MCARSRU	MCARSRU	
DAKTRONICS	PROJECT:	TITLE	DATE:	SCALE:	DESIGN	DRAWN:	





DAKTRONICS ALL SPORT 5000 PRODUCT SPECIFICATIONS



DIMENSIONS	WEIGHT	POWER (120/240 VAC)	
4.25" H x 16.25" W x 9" D (108 mm, 413 mm, 229 mm)	7 lb (3.2 kg)	6 Watts	

DISPLAY

A 32-character liquid crystal display (LCD) prompts the operator and provides vital feedback. Two lines of 16 characters provide easy viewing of game in progress information. The LCD is backlit with LEDs to allow for readability in dark areas as well as bright sunlight.

- Viewing area: 3.89" W x 0.94" H (99 mm, 24 mm)
- Characters: 0.189" W x 0.378" H (4.8 mm, 9.6 mm)

CONSTRUCTION

Heavy-duty aluminum case is the toughest line of defense against drops, static electricity, and high/low temperatures. The console's "snap-action" keyboard is sealed, making it resistant to moisture and spills. An internal beeper helps to indicate a completed keystroke.

SPORT MODES

Interchangeable sport inserts allow a single console to work for a wide variety of indoor and outdoor sports. Sport inserts reduce the confusion of having multiple functions on individual keys. On most inserts, HOME keys are color-coded green and GUEST keys are red for quick identification. The All Sport 5000 console can also be custom-programmed as needed.

NON-VOLATILE MEMORY

The most current information is automatically stored on a memory chip without the need for a battery, should there be a loss of power. The memory cannot be erased and is only overwritten once new information is entered.

PRODUCT SAFETY APPROVAL

ETL-listed, tested to CSA standards, and CE-labeled; FCC approved

OPERATING TEMPERATURES

32° to 130° Fahrenheit (0° to 54° Celsius)

GENERAL INFORMATION

Console can control multiple scoreboards and stat panels, display tenth-of-a-second times, and features Time of Day and Segment Timer modes. Console is static electricity resistant to 20,000 volts. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Durable carrying case (see <u>SL-04551</u>)
- 2.4 GHz spread spectrum radio control (see <u>SL-04370</u>)
- Handheld shot clock controllers
- External battery kit (see <u>SL04457</u>)

FOR ADDITIONAL INFORMATION

- Manual: See <u>ED-11976</u>
- Quick Guide: See <u>DD2077845</u>

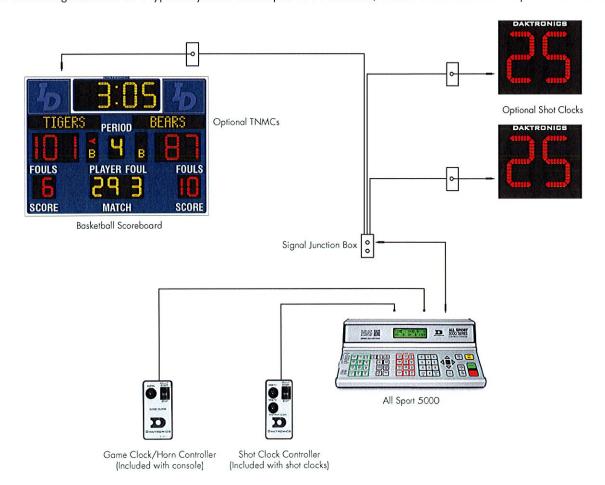


DAKTRONICS ALL SPORT 5000 PRODUCT SPECIFICATIONS

FEATURE	BENEFIT
Cumulative memory	Saves points and fouls for up to 15 players per team in basketball mode and several user- defined player stats for volleyball for use on stat displays
Main & auxiliary scoreboard control	Control basketball shot clocks & stat displays, hockey goal lights or football delay-of-game clocks in addition to the main scoreboard from the same output signal
Real-Time Data (RTD) output	Displays game-in-progress information on electronic message displays
Track-timing interface	Displays information from automatic timing systems on standard football scoreboards
Multiple sport modes	Easily move the same console from venue to venue
TNMC control	Display custom names for each team on scoreboards that support optional programmable Team Name Message Centers (TNMCs)

TYPICAL CONTROL DIAGRAM

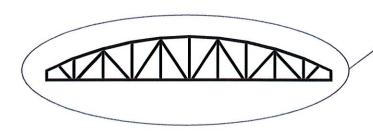
Refer to the diagram below for a typical layout of an All Sport 5000 controller, basketball scoreboard and optional shot clocks.

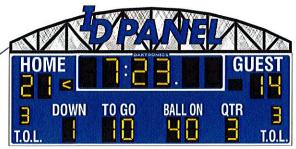






DAKTRONICS DA-1001 PRODUCT SPECIFICATIONS





DA-1001-25 with FB-2023

Enhance the appearance of any outdoor display with arch truss decorative accent. Constructed of painted aluminum tubing and flat crossbars, truss can be added to the top or bottom of the display. Truss is shown above a scoreboard and features optional lettering along with screen backing as required for this option.

MODEL	HEIGHT	WIDTH	DEPTH	WEIGHT	_
DA-1001-12	2'-0" (610 mm)	12'-0" (3.66 m) -	3" (76 mm)	120 lb (54 kg)	
DA-1001-14	3'-0" (914 mm)	14'-0" (4.27 m)	3" (76 mm)	170 lb (77 kg)	
DA-1001-15	3'-0" (914 mm)	15'-0" (4.57 m)	3" (76 mm)	180 lb (82 kg)	
DA-1001-16	3'-0" (914 mm)	16'-0" (4.88 m)	3" (76 mm)	185 lb (84 kg)	
DA-1001-18	3'-0" (914 mm)	18'-0" (5.49 m)	3" (76 mm)	225 lb (102 kg)	
DA-1001-20	3'-0" (914 mm)	20'-0" (6.10 m)	3" (76 mm)	240 lb (109 kg)	
DA-1001-25	4'-0" (1.22 m)	25'-0" (7.62 m)	3" (76 mm)	340 lb (154 kg)	
DA-1001-32	5'-0" (1.52 m)	32'-0" (9.75 m)	3" (76 mm)	465 lb (211 kg)	
DA-1001-36	5'-0" (1.52 m)	36'-0" (10.97 m)	3" (76 mm)	500 lb (227 kg)	

COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Durable aluminum tubing

MOUNTING

Truss is typically mounted on vertical beams. The number of vertical beams is determined by the length of the overall display: -12/-14/-15/-16/-18/-20 use two vertical beams, -25 may use two or three vertical beams and -32/-36 may use three or four vertical beams. Hardware to mount truss on the allotted number of beams is included; hardware for more beams is at additional cost.

OPTIONS

- Lettering and logo sheet metal cutouts
- Screen backing

LETTERING & LOGOS

Lettering and logos should avoid exceeding 14" (356 mm) above the truss or covering more than 50% of the truss, otherwise additional costs will be incurred. Screen backing is required when lettering and logos are attached to truss.

GENERAL INFORMATION

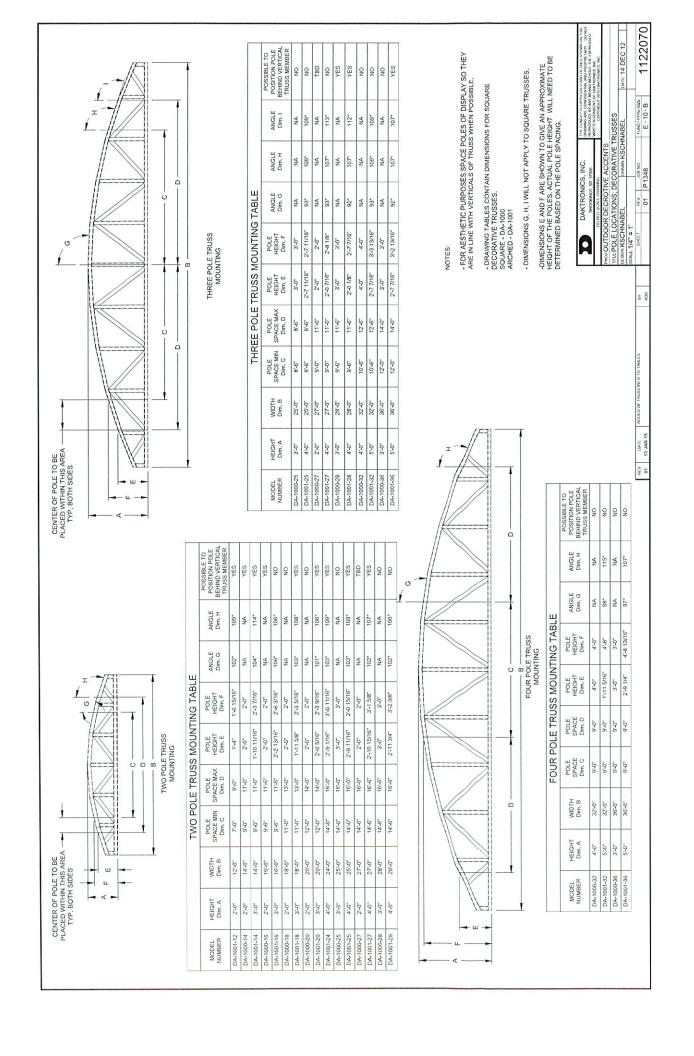
Truss is shipped in one section. Specifications and pricing are subject to change without notice.

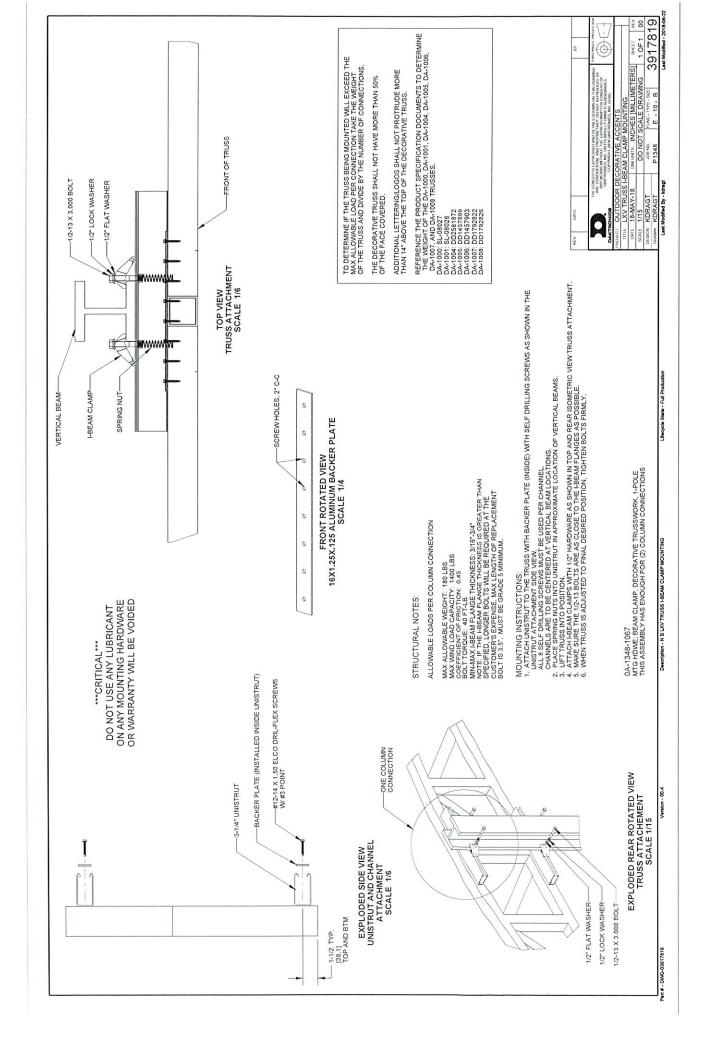
FOR ADDITIONAL INFORMATION

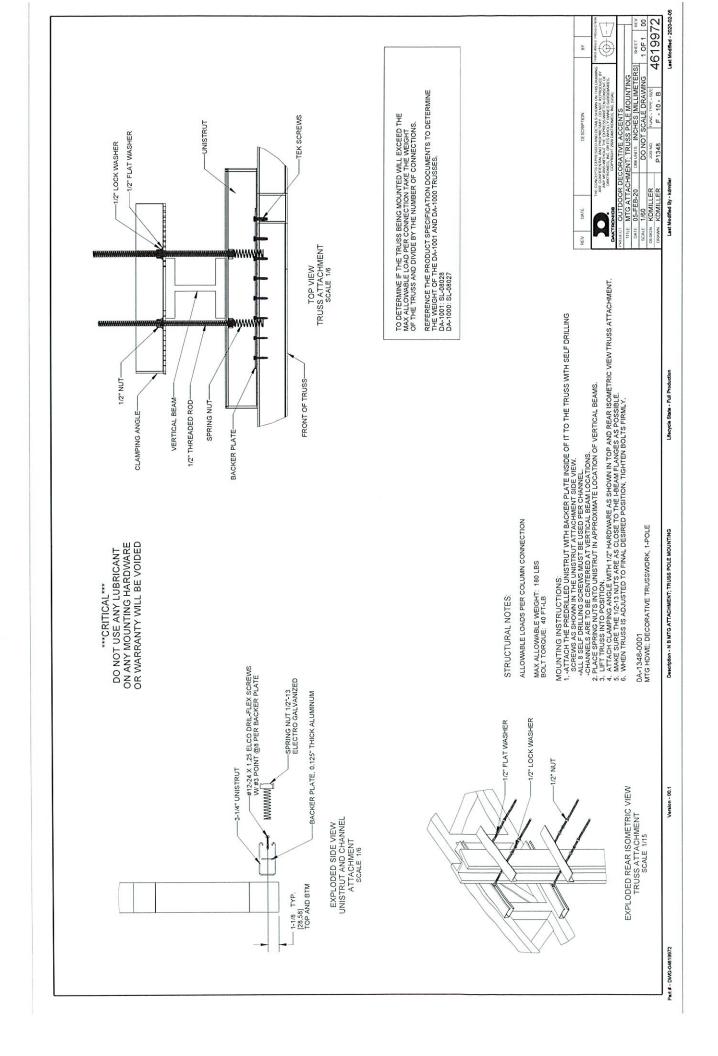
- Pole Location Drawing: DWG-1122070 (attached)
- I-Beam Mounting Drawing: DWG-3917819 (attached)
- Pole Mounting Drawing: DWG-4619972 (attached)
- Installation Manual: ED-16076 (online)

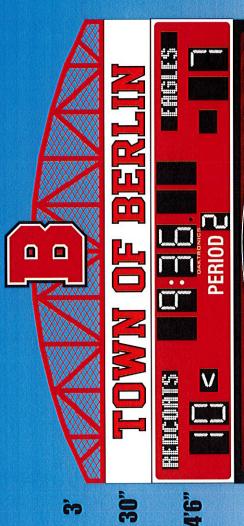


DAKTRONICS









Daktronics MS-2029
Shown in Red 1956
White LED Digits & TNMC's
White Captions & Border Striping
30" x 25' Ad Panels

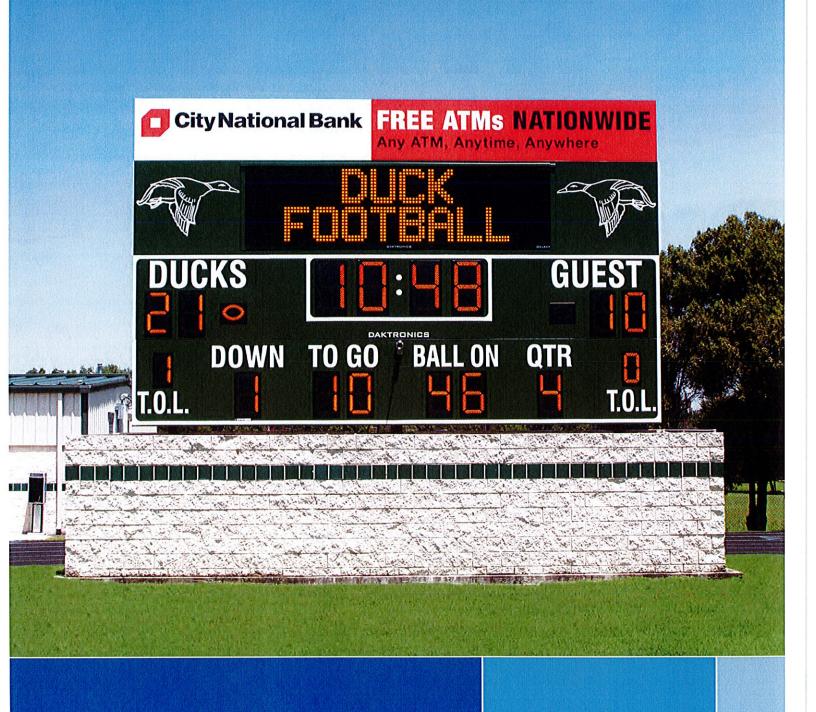
Daktronics LVX-2160-264x480-16MT Live Video Display BALL ON 20 TOL 1 DAKTRONICS 2 DOWN 10 TO GO

13'3"

30" SPONSOR SPONSOR SPONSOR SPONSOR

25' Wide

Do not use for design/engineering or ad copy approval.



DAKTRONICS

S C O R E B O A R D C O L O R S E L E C T I O N

COLOR SELECTION

PUT COLOR INTO YOUR DISPLAY

Daktronics recognizes that color and identification symbols, used consistently, make a big difference in how a school or organization is perceived. Daktronics display finishes protect much more than the equipment on which they are applied. The finish is a small but important part of protecting and building a school or organization's public image.

PAINTING PROCEDURE

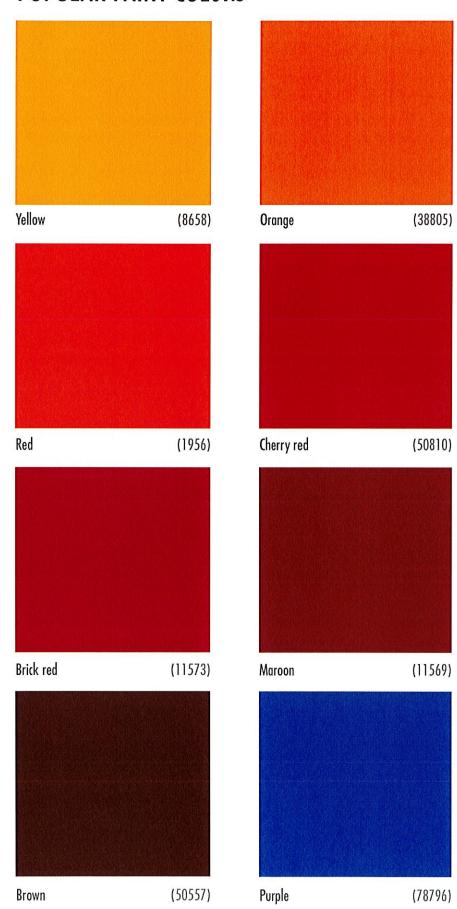
Color selection is an important step in Daktronics production process. All Daktronics displays and scoreboard cabinets are painted with a semi-gloss or gloss finish that is specially designed to prevent fading. A flat finish is also available. The swatches shown here reflect a semi-gloss finish. Please note, a slight change in color can occur when using a flat finish.

Because of its light weight and sustainability, Daktronics cabinets are constructed with 100 percent aluminum. Prior to painting, each cabinet is cleaned thoroughly, primed and allowed to dry. The primer guarantees maximum adhesion and excellent corrosion resistant properties allowing the paint to adhere firmly to the cabinet. Multiple coats of finish are applied to ensure its consistent finish. Daktronics paints and primers are chromate-free, which makes all of the waste paint non-hazardous and safe for the environment.

MOST POPULAR COLORS

Naturally, the colors of a display are part of a comprehensive school or organization identity program. However, choosing scoreboard colors is different than choosing printing ink colors for a letterhead or brochure. Printing inks are transparent, vibrant and almost fluorescent in nature, while display finishes are generally more opaque. Printing inks generally appear on white paper, which gives them a slightly cleaner, more reflective appearance, while display finishes are applied to opaque primers or pre-painted surfaces.

POPULAR PAINT COLORS







Cover Photo:
Taylor Independent School District, Taylor, TX
FB-2021 pointed with Pine 8745 Semi-gloss
331 32nd Avenue PO Box 5128 Brookings, SD 57006-5128
tel 800-325-8766 605-697-4300 fax 605-697-4700
www.daktronics.com



DAKTRONICS

Daktronics Graphic File Standards

Page 1: Acceptable Media

What is Vector Art?

Acceptable File Formats

Fonts

Color

Avoiding Additional Costs

Page 2: Helpful Tips

Page 3: Regional Designers Contact Info

Page 4: Panels are not Business Cards

Page 5: Letter Visibility Chart













Graphic File Standards

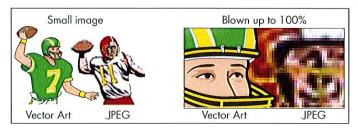
Sending your graphic and image files to Daktronics

Acceptable Media

- •All media should be formatted for PC computer use.
- •E-mail attachment preferred (limited size of 10mb or less)
 If e-mail is over 10mb
- •FTP (File Transfer Protocol)- Customers can upload to our site or we can download from their site. (Contact regional designer for more info-see page 3)
- •CD or DVD (When sending disks please label them with School or End User, Contact name and phone #.)

What is Vector Art?

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 these images are resized they remain clear, because the programs refigure the math as the image gets larger.



Acceptable File Formats

Extension*	Program	Version
.ai	Adobe Illustrator®	CS5 or earlier
.eps	Adobe Illustrator®	CS5 or earlier
.indd	Adobe InDesign®	CS5 or earlier
.pdf	Adobe Acrobat®	9 or earlier
.cdr	Corel Draw®	12 or earlier
.fs	FlexiSign®	8 or earlier

Note: saving a raster file (ie .jpeg) in one of the above extension does not make it correct. It has to be the original vector file.

Fonts

Convert all fonts to outlines before sending the files. If you do not convert it 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. You can create outlines by hitting the Type tab and Create to Outlines (shortcut: Ctrl Shift O).

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 (see example on the left). 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 exists somewhere. Contact your local paper or print shop for the file.

We will not recreate a registered, trademarked, or service marked logo without written and signed permission from the owner of the logo.

If you have additional questions, please contact:

Your regional Copy Management designer (see page 3)





Need help getting correct files?

Here are some helpful tips to getting the correct artwork:

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

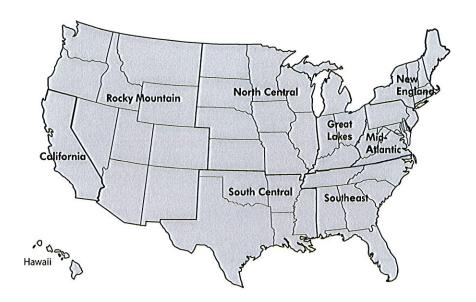
Have you seen the Daktronics Mascot Book for options?
Do you have someone (IT or Graphics) in your school who understands these file type requirements and can help send the proper files?
Name:
Phone:
E-mail:
Did you have a marketing or advertising agency design your logo? They should have the file in the correct format for you. Name: Phone: Email:
Is there a local printing company where you have had letterhead, business cards, or other stationery printed? They should als have the file in the correct format. Name: Phone: E-mail:

Do you have sponsors lined up? Will they be able to provide the right types of files? Give them a call. Please feel free to pass this document on if needed.



DAKTRONICS

Copy Management Regional Graphic Designers



California/Rocky Mountain:

Jennifer Reiser

jennifer.reiser@daktronics.com (P) 605.692.0200 Ex: 57838

(F) 605.697.4746 (Attn: Jennifer Reiser)

South Central:

Debra Feddersen debra.feddersen@daktronics.com

(P) 605.692.0200 Ex:57827

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Janelle Stickler janelle.stickler@daktronics.com (P) 605.692.0200 Ex:57837

(F) 605.697.4746 (Attn: Janelle Sticker)

North Central:

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jamie.deyoung@daktronics.com

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kyle.fergen@daktronics.com

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(F) 605.697.4746 (Attn: Kyle Fergen)

Southeast/International:

Lynnae Myers

lynnae.myers@daktronics.com

(P) 605.692.0200 Ex: 57849

(F) 605.697.4746 (Attn: Lynnae Myers)





(Left:) Aluminum Non-Backlit Scoreboard Type BB-2123-11 Semi Gloss Black Corner Panel - 17" x 33" "O" in Open 0.8"h*** "s" in street 0.7"h*** "C" in Call 0.4"h*** "a" in Star 2.8"h*** "1" in 100 1.2"h*** "o" in For 0.7"h*** "F" in For 1.1"h*** **Background White** "S" in Star 3.7"h

"C" in Certified is 0.3"h*** "P" in Printerz is 0.5"h*** "o" in or 0.6"h*** "w" in we 0.5***

(Right) Aluminum Non-Backlit Corner Panel - 17" x 33"

"F" in For 1.9"h*** "o" in For 1.3"h*** Background White "S" in Star 6.2"h "a" in Star 4.6"h

Green (3425) - Black

9

Print colors from file

BH **CUSTOM SCOREBOARD OPTIONS NOT SHOWN** SCOREBOARD FOR PLACEMENT ONLY

Sponsor Panel - 36" x 336"

Background White

2" Black divider

Star Ink (left):

Aluminum Non-Backlit

BA-2008-11 Semi Gloss Black

Scoreboard Type

For all your printing needs...
West our ators at: 100 Ist street
Your our ators at: 100 Ist street
Your our ators at: 100 Ist street
Your our ators at the street
Your our ators at the street our ato Star ink

Sponsor

Panels are not Business Cards

Star ink

Sponsor

0

Background White "S" in Star 14.8"h "a" in Star 11"h Star Ink (right):

"F" in For 4.4"h "o" in For 3.2"h Green (3425)

- Black

"C" in Certified is 0.6"h*** "P" in Printerz is 1"h*** "O" in Open 2.2"h*** "s" in street 2.8"h*** "1" in 100 1.4"h*** "C" in Call 1.2"h*** - Print colors from file "o" in For 2.4"h*** "F" in For 1.4"h*** Background White "w" in we 1.6*** "S" in Star 7.4"h "o" in or 1"h*** "a" in Star 5.6"h

Approval Deadline:

Fax: 1.605.697.4746 Att: Designer Layout for Graphics Approval

requested after the approval form has been signed and production has begun shall be done at The products presented will be produced in accordance with this layout approval. Any changes an additional cost to the Customer. The Customer acknowledges and agrees that it has proper authorization to use all artwork and designed components of this layout and further agrees to indemnify, defend and hold harmless Daktronics from any lawsuits, claims or causes of action The person signing this has proper authority to approve this layout on behalf of the customer. which arise out of or result from any intellectual property infringement in connection with the contents of this layout.

*** TEXT THAT IS LESS THAN 3"H HAS A VIEWING DISTANCE OF LESS THAN 100FT.

For Daktronics Use:

Color Output:
Colors on this layout may not appear accurate
when view on the computer or when printed
from layout. Please Keep in mind that if the
panel is backlir the colors will lighten.

NA 04 Numbers 11/1/2 Line/Task Number Designer Ship Date ¥

₹ Z

Fonts Used ¥ Date

Production Instructions

□ Approved

Print Name

NA Ship Instructions

NA Initials

NA P



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.



DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS



This outdoor LED multisport scoreboard displays period time to 99:59, HOME and GUEST scores to 99, PERIOD to nine, and indicates team penalty. In track mode, race time displays to 99:59.99. When period time is less than one minute, the scoreboard displays time to 1/10 of a second. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCS & VINYL CAPTIONS	TNMCS & ELECTRONIC BACKLIT & VINYL CAPTIONS		
POWER	Red/Amber Digits	200 Watts, 1.7 Amps	300 Watts, 2.5 Amps	335 Watts, 2.8 Amps	295 Watts, 2.5 Amps	
(120 VAC)*	White Digits	410 Watts, 3.5 Amps	640 Watts, 5.4 Amps	720 Watts, 6 Amps	505 Watts, 4.3 Amps	
UNCRA	TED WEIGHT	427 lb (194 kg)	547 lb (248 kg)	587 lb (266 kg)	511 lb (232 kg)	
DIMENSIONS		4'-6" H x 25'-0" W x 8" D (1.37 m, 7.62 m, 203 mm)				

^{*}Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).

DIGITS & INDICATORS

- Clock and score digits are 24" (610 mm) high. PERIOD digit is 18" (457 mm) high.
- Select red, amber, or white LED digits and indicators.
- Scoreboard features robust weather-sealed digits (see <u>DD2495646</u>).
- Digits may be dimmed for night viewing.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

CAPTIONS

- HOME and GUEST captions are 15" (381 mm) high.
 PERIOD caption is 10" (254 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional backlit captions consist of white letters on a black background. Team names are 14" (356 mm) high.
 All other captions are 12" (305 mm) high.
- Optional electronic captions change according to the sport mode, eliminating the need for caption panels. Electronic captions and TNMCs are 10.6" (269 mm) high.

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled



DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see <u>SL-03991)</u>	Wired (standard): One-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard $2" \times 4" \times 2"$ (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console.
(555 51577.)	Wireless (optional): 2.4 GHz spread spectrum radio features 64 non-interfering channels and 8 broadcast groups (see <u>SL-04370</u>).

SEGMENT TIMER MODE

The segment timer mode is ideal for keeping practices on schedule. The horn at the end of a segment allows coaches and athletes to focus on the practice and to listen for the horn when it is time to change drills (see <u>SL-04004</u>).

TIME OF DAY MODE

This scoreboard features a Time of Day (TOD) mode that allows it to act as a clock when the control console is unplugged or off. Refer to the scoreboard installation manual for instructions on how to enable the Time of Day mode.

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

ADVERTISING/IDENTIFICATION PANELS

Backlit & Non-Backlit:

1'-6" H x 25'-0" W (457 mm, 7.62 m) 2'-0" H x 25'-0" W (610 mm, 7.62 m) 2'-6" H x 25'-0" W (762 mm, 7.62 m) 3'-0" H x 25'-0" W (914 mm, 7.62 m) 4'-0" H x 25'-0" W (1.22 m, 7.62 m) 5'-0" H x 25'-0" W (1.52 m, 7.62 m)

For additional non-backlit panel sizes, see <u>SL-03761</u>.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see <u>DD2101644</u>)
- Team name caption in place of HOME
- Team names on changeable panels *
- Programmable Team Name Message Centers (see <u>DD1696958</u>)
- Backlit team name captions
- Backlit or electronic PERIOD caption
- · Reversible HALF and QTR caption panel
- Horn
- Individual digit protective screens (see <u>SL-04939</u>)
- Protective netting (see <u>DD2690927</u>)
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1183308 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-4166499 (attached)
- Architectural Specifications: See <u>DD3645478</u>



^{*} Not available with TNMCs or Backlit Team Names

DAKTRONICS MS-2029 PRODUCT SPECIFICATIONS

ALTERNATE CAPTIONS & SCORING MODES







Lacrosse/Field Hockey Mode – vinyl, backlit & electronic captions shown







Football Mode – vinyl*, backlit & electronic captions shown







Soccer Mode – vinyl*, backlit & electronic captions shown

*Optional HALF/QTR Vinyl Captions on Reversible Panel





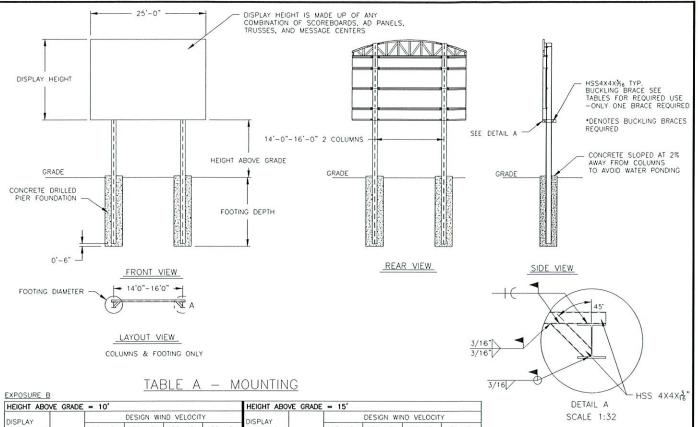


Track Mode – vinyl, backlit & electronic captions shown

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

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HEIGHT ABOVE GRADE = 10'				HEIGHT ABO	VE GRADE	= 15'	= 15'				
DISPLAY			DESIGN WIT	ND VELOCIT	Y	DISPLAY	DISDI AV		DESIGN WIT	ND VELOCIT	Y
HEIGHT (FT)		115 MPH	130 MPH	150 MPH	170 MPH	HEIGHT (FT)		115 MPH	130 MPH	150 MPH	170 MPH
8	COLUMN FOOTING	W8X28 3.0'X8.0'	W8X31 3.0'X9.0'	W14X38 3.0'X10.0'	W12X40 3.0'X11.0'	8		W10X39 3.0'X9.0'	W14X43 3.0'X10.0'	W10X49 3.0'X11.0'	W12X58 3.0'X12.0'
10	COLUMN FOOTING	W10X33 3.0'X9.0'	W10X39 3.0'X10.0'	W14X43 3.0'X11.0'	W12X53 3.0'X12.0'	10		W10X45 3.0'X10.0'	W12X53 3.0'X11.0'	W12X58 4.0'X11.0'	W16X67 4.0'X13.5'
12	COLUMN FOOTING	W10X39 3.0'X10.0'	W14X43 3.0'X10.5'	W12X53 3.0'X12.0'	W14X61 4.0'X12.0'	12		W12X53 3.0'X11.0'	W12X58 3.0'X12.0'	W12X72 3.0'X13.5'	W18X76 3.0'X13.5'
14	COLUMN FOOTING	W14X43 3.0'X10.5'	W12X53 3.0'X11.5'	W12X58 4.0'X11.5'	W16X67 4.0'X13.0'	14*	COLUMN FOOTING	W14X48 3.0'X11.5'	W18X55 3.0'X13.0'	W21X62 4.0'X13.0'	W24X68 4.0'X15.0'
16	COLUMN FOOTING	W12X53 3.0'X11.5'	W14X61 4.0'X11.0'	W12X72 4.0'X12.5'	W18X86 4.0'X14.5'	16*		W21X48 4.0'X11.0'	W21X62 4.0'X12.0'	W21X68 4.0'X14.5'	W24X76 4.0'X17.0'
18*	COLUMN	W16X40 3.0'X12.0'	W21X48 4.0'X12.0'	W21X55 4.0'X14.0'	W21X68 4.0'X16.0'	18*	COLUMN FOOTING	W21X55 4.0'X12.0'	W16X67 3.0'X16.0'	W18X76 4.0'X16.0'	W27X84 4.0'X18.5'
20*	COLUMN	W14X48 3.0'X13.0'	W18X55 3.0'X15.0'	W21X62 4.0'X15.0'	W24X68 4.0'X18.0'	20*		W21X62 4.0'X12.5'	W24X68 4.0'X14.5'	W24X84 4.0'X17.5'	W30X90 5.0'X17.5'

FOOTING DIMENSIONS = DIAMETER X DEPTH
• DENOTES ADDITIONAL BRACES REQUIRED AT THE MID HEIGHT OF DISPLAY

EXPOSURE C

HEIGHT ABO	VE GRADE	= 10'		HEIGHT ABO	VE GRADE	= 15'	
DISPLAY		DESIGN WIN	ND VELOCITY	DISPLAY		DESIGN WIN	D VELOCITY
HEIGHT (FT)		115 MPH	140 MPH	HEIGHT (FT)		115 MPH	140 MPH
8	COLUMN FOOTING	W10X33 3.0'X9.5'	W12X40 3.0'X10.5'	8	COLUMN FOOTING	W14X43 3.0'X10.0'	W12X58 3.0'X12.0'
10	COLUMN FOOTING	W14X43 3.0'X10.5'	W12X53 3.0'X11.5'	10	COLUMN FOOTING	W12X53 3.0'X11.5'	W12X65 3.0'X13.5'
12	COLUMN	W14X48 3.0'X11.5'	W12X58 4.0'X11.5'	12	COLUMN FOOTING	W14X61 4.0'X12.0'	W18X76 4.0'X13.0'
14	COLUMN FOOTING	W12X53 4.0'X11.0'	W16X67 4.0'X13.0'	14*	COLUMN FOOTING	W21X48 4.0'X12.0'	W21X68 4.0'X14.5'
16	COLUMN FOOTING	W12X65 4.0'X11.5'	W18X76 4.0'X14.0'	16*	COLUMN FOOTING	W21X62 4.0'X13.0'	W18X76 4.0'X16.0'
18*	COLUMN FOOTING	W21X48 4.0'X12.5'	W21X62 4.0'X15.5'	18*	COLUMN FOOTING	W21X68 4.0'X14.0'	W24X84 4.0'X18.0'
20*	COLUMN	W21X55 4.0'X13.5'	W21X68 4.0'X17.0'	20*	COLUMN FOOTING	W18X76 4.0'X15.5'	W30X90 5.0'X17.0'

FOOTING DIMENSIONS = DIAMETER X DEPTH
• DENOTES ADDITIONAL BRACES REQUIRED AT THE MID HEIGHT OF DISPLAY

NOTES:

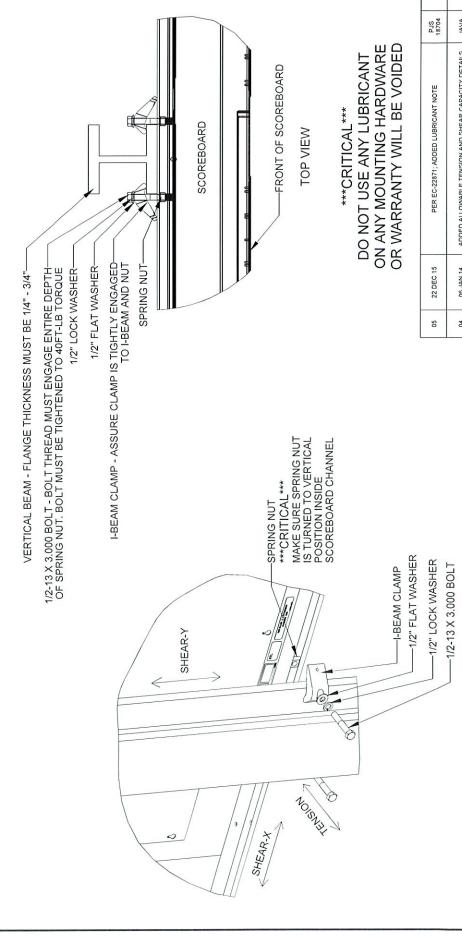
- 1. FOOTING AND COLUMN SIZES ARE SUGGESTIONS ONLY, PROVIDED TO ASSIST WITH ESTIMATING INSTALLATION COSTS AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES. THE DESIGN MUST BE CERTIFIED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE INSTALLATION BEFORE THEY CAN BE USED FOR FABRICATION OF ERECTION.
- 2. INTERNATIONAL BUILDING CODE 2012 USED IN DESIGN OF COLUMNS AND FOOTINGS WITH, IMPORTANCE FACTOR=1, Kzt=1.0, Kd=0.85, G=0.85. SEISMIC DESIGN WAS NOT CONSIDERED.
- 3. FOOTING DIMENSIONS ARE BASED ON ASSUMED SOIL CLASS 4 (ALLOWABLE LATERAL BEARING PRESSURE OF 150 psf).
- 4. STRUCTURAL STEEL IS GRADE A992 (50 ksi) STEEL. CONCRETE SHALL HAVE A MINNIMUM 28 DAY COMPRESSIVE STRENGTH OF 2500 psi.
- 5. THE AVERAGE DISPLAY WEIGHT FOR A LAYOUT CAN NOT EXCEED 8 PSF.
- 6. DAKTRONICS INC. IS NOT RESPONSIBLE FOR STRUCTURES DESIGNED AND INSTALLED BY OTHERS.
- 7. LOCAL BUILDING OFFICIALS SHOULD BE CONTACTED TO DETERMINE THE WIND SPEED AND EXPOSURE CATEGORY FOR THE PROPOSED SIGN LOCATION. THE EXPOSURE CATEGORY C IS DEFINED AS:

EXPOSURE B — URBAN AND SUBURBAN AREAS, OR OTHER TERRAIN WITH NUMEROUS SPACED OBSTRUCTIONS HAVING THE SIZE OF SINGLE—FAMILY DWELLINGS OR LARGER. THESE CONDITIONS MUST PREVAIL FOR A DISTANCE FROM THE SIGN OF AT LEAST 2,600 ft OR 20 TIMES THE SIGN HEIGHT, WHICHEVER IS GREATER

EXPOSURE C - OPEN TERRAIN WITH SCATTERED OBSTRUCTIONS HAVING HEIGHTS GENERALLY LESS THAN 30 FT. THIS CATEGORY INCLUDES FLAT OPEN COUNTRY, GRASSLANDES, AND ALL WATER SURFACES IN HURRICANE PRONE REGIONS.

8. FOR SPECIFIC PRODUCT DETAILS ON WEIGHT, MOUNTING, ETC. REFER TO THE INDIVIDUAL PRODUCT SPECIFICATION SHEETS.





STRUCTURAL NOTES

STANDARD MOUNTING METHOD

MOUNTING INSTRUCTIONS:

1. PLACE SPRING NUTS INTO SCOREBOARD CHANNEL IN APPROXIMATE LOCATION OF

EXPLODED REAR ISOMETRIC VIEW

ALLOWABLE CAPACITY PER EACH CLAMP: SHEAR = 160 LBS TENSION = 2300 LBS

VERTICAL BEAMS

2. LIFT SCOREBOARD INTO POSITION

3. MAKE SURE THE 1/2-13 BOLTS ARE AS

CLOSE TO THE LBEAM FLANGES AS POSSIBLE

4. WHEN SCOREBOARD IS ADJUSTED TO
FINAL DESIRED POSITION, TIGHTEN

BOLTS FIRMLY IF FLANGE THICKNESS IS MORE THAN 3/4" THICK LONGER BOLTS WILL BE REQUIRED AT THE CUSTOMER'S EXPENSE.

SHEAR AND TENSION LOAD DIRECTION ARE AS INDICATED ON REAR ISOMETRIC VIEW

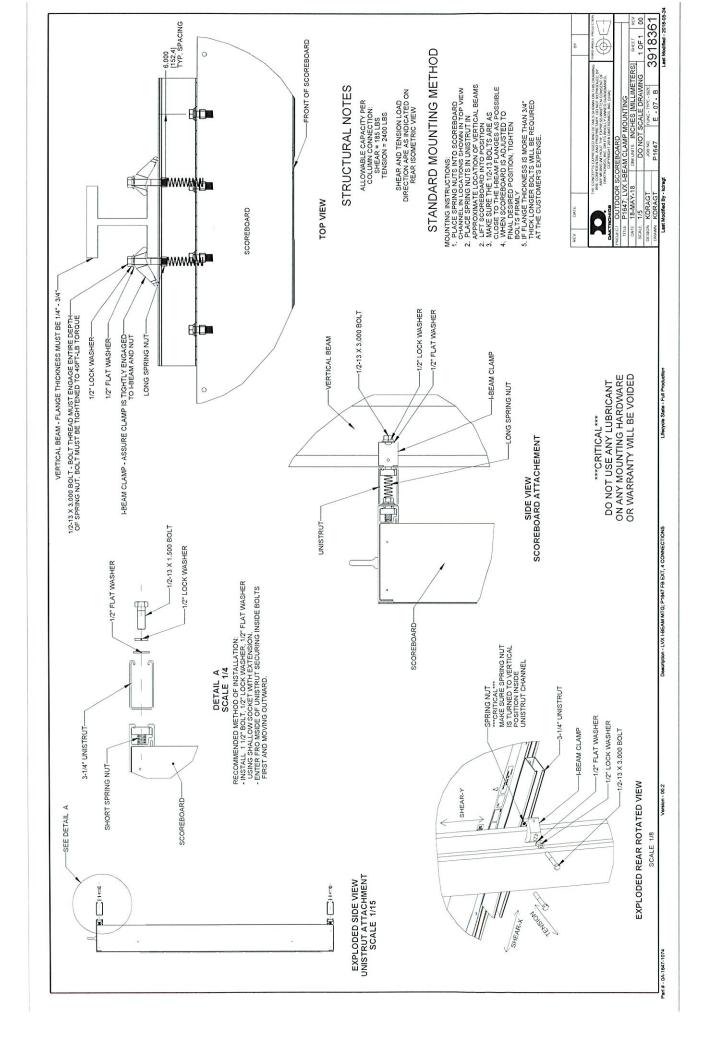
PROJECTION	THIRD ANGLE PROJECTION	THE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING		
	ВУ.		DATE:	REV
	QQ .	CHANGED ROCKER TO LBEAM	21 FEB 12	10
	KDD	ADDED STANDARD MOUNTING METHODS NOTES	07 MAR 12	05
	MUN	PER EC-12382; CHANGED BOLT TORQUE FROM 30 FT-LB TO 40 FT-LB	23 OCT 13	03
	JAVA	ADDED ALLOWABLE TENSION AND SHEAR CAPACITY DETAILS	06 JAN 14	90
	PJS 18704	PER EC-22871; ADDED LUBRICANT NOTE	22 DEC 15	02

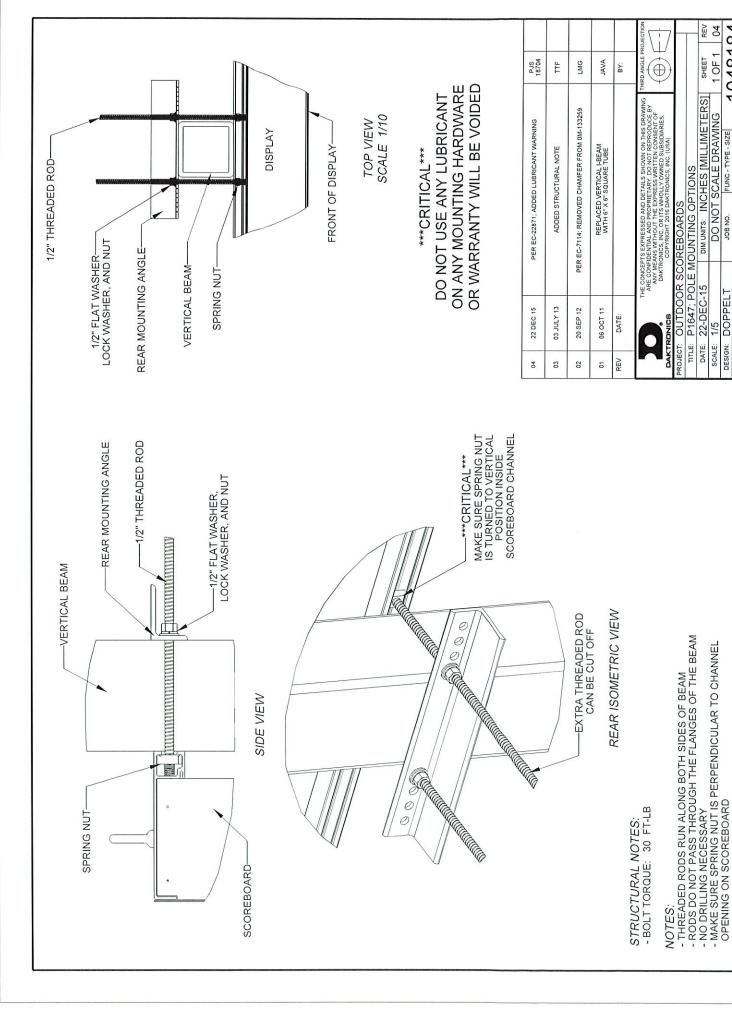
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		_		C	O
	74	SHEET	1 OF 1	OFOE	100700
OREBOARD	TITLE: P1647; I-BEAM CLAMP MOUNTING	DIM UNITS: INCHES [MILLIMETERS]	DO NOT SCALE DRAWING	JOB NO. FUNC - TYPE - SIZE	P1647 F - 07 - A
PROJECT: OUTDOOR SCOREBOARD	P1647; I-BEAM	DATE: 22-DEC-15	1/8	MCARSRU	DRAWN: MCARSRU
PROJECT:	TITLE:	DATE:	SCALE:	DESIGN	DRAWN:

05 REV



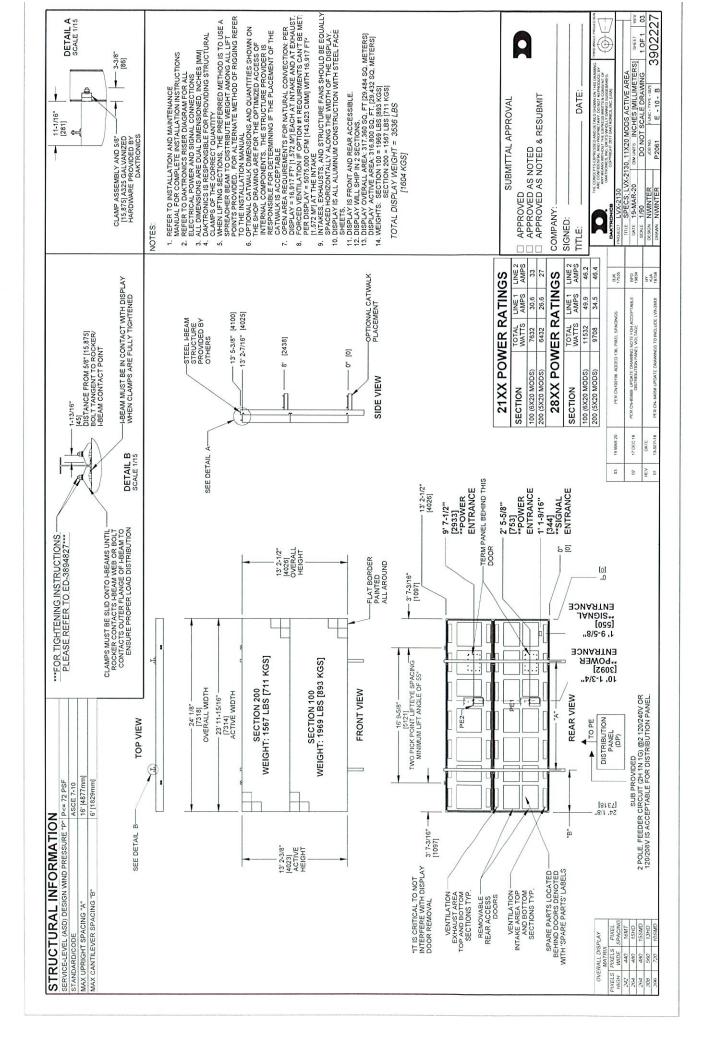


9

> FUNC - TYPE - SIZE E - 10 - A

JOB NO. P1647

DESIGN: DOPPELT DRAWN: DOPPELT





B14

contract term: 02/01/2019 through 01/31/2024

strategic sourcing manager Heather Ludden

hludden@mhec.net

(413) 992-2502

100 university drive, suite 1 | Amherst, MA 01002

web: mhec.net

Athletics: Gym & Field - Cardio & Strength, Games, Equipment, Uniforms, Supplies & Serv.

Instructions and Information pertaining to the use of this contract

- All Terms, Conditions and Reporting Requirements contained within MHEC's IFB, MC15-B14
 Athletics Gym & Field, Games, Cardio & Strength Machines, Equipment, Uniforms, Supplies & Services carry forward to this contract in their entirety without exceptions.
- 2 Use of the contract is left to the discretion of each respective member. No guarantee of volume has been made to the supplier.
- 3 Suppliers are required to market products and services to the MHEC membership directly and continue to promote the sales volume through price, quality and superior service.
- 4 Suppliers will make every effort to identify purchasers contacting them to determine MHEC membership and extend the MHEC pricing and any benefits. Any customer who meets the MHEC criteria for membership within the 6 state region such as;
 - 1, Non-profit, public and private colleges / universities,
 - 2, Not for profit technical, charter, and vocational schools,
 - 3, Municipalities including K-12, Libraries.
 - 4, Non-profit education organizations,

will be afforded the opportunity to join the MHEC prior to finalizing the sale. (Please refer customer to www.mhec.net for membership process)

- All sales to current and future members of MHEC are includible for sales volume reporting and Customer Service Fees (CSF) as detailed in the IFB, MHEC MC15-B14
- 6 Any purchase order issued to a supplier by an MHEC member is an agreement between the individual member and the vendor, not the MHEC organization, or other MHEC Members in part or total.
- 7 The supplier will ship and bill the material requested on each purchase order directly to the respective member. Substitutions will not be allowed without the consent of the ordering department.
- 8 It is the supplier's responsibility to know and follow all state laws with regard to sale of their respective products / services within the state the MHEC member resides. Example: In Massachusetts, in accordance with Chapter 29, Section 29C and State Regulation 815 CMR 4.03, standard payment terms for state institutions are Net 30 Days, with interest assessable only after 45 days
- 9 Discount pricing may be offered to a member above and beyond this contract discount

structure in the form of: Special Deals, Sales Catalogs or Bulletins, Promotional Sales, and Additional Volume Discounts through special quotes for committed dollar purchases, so long as the same pricing will be offered to all current and future member customers who meet the same criteria for the special pricing.

10 For Members:

You may be required to use a website or vendor special code to obtain the contract benefits and receive special contract pricing! Please refer to the individual vendor contract for codes or when making first contact with the vendor, and please be sure to identify yourself as an MHEC member and follow instructions to ensure you are capturing all available discounts. The member identification to the vendor should occur for all sales including special price offerings. Be sure to include MHEC References or vendor supplied code on all correspondence, and purchase orders.

Awarded Vendors and Brands

1 BSN Sports and US Games

Entire BSN Catalog - Drop Ship, Entire BSN Catalog - Stock, Entire Nike Catalogs - Stock, Entire Under Armour Catalogs - Stock, Entire US Games Catalog - Drop Ship, Entire US Games Catalog - Stock

2 Fitness Ventures Int., DBA Aktiv Solutions

Advantage, CAP Barbell, Cormax, Ecore Athletic, Gym Rax, Hampton Fitness, Hyperware, Lyft, Nautilus, Schwinn, Stairmaster, Star Trac, Straps, UMAX Strength, Water Rower M1 High Rise

3 Gronk Fitness

Gronk Fitness-UFG Entire Catalog, Thor Performance Products Inc.

4 Gym Source USA, LLC

Cybex, Gym Source, Hoist Fitness, Nautilus, Schwinn, Stages Cycling, Stairmaster, Startrac, Torque Fitness

5 Kompan Playgrounds

Entire Catalog, Installation Services

6 Life Fitness LLC

Cybex, Hammer Strength, Life Fitness, ScitFit

7 M E OBrien and Sons Inc

Cedar Forest Products, CycleSafe, Inc., DuMor, Inc., Dunning Playground Surfacing, EDS Concrete Products, Installation Services, Landscape Structures Inc., Murdock Super Secur, National Recreation Systems, P. W. Athletic Company, Playground, PLP Composite Technologies, PorterCorp, Shade Systems Inc., Surface America, TrueBounce Inc., Vortex Aquatic Structures International, Wabash Valley Manufacturing

8 Medco Supply Co.

Entire Catalog

9 New England Recreation Group, Inc.

Action Play Systems (APS)-Entire Catalog, Aquajeux-Entire Catalog, Blue Valley Industries-Entire Catalog, BRP By Bison-Entire Catalog, Colorado Time-Entire Catalog, Dynamo Playgrounds-Entire Catalog, Gared-Entire Catalog, GT Grandstands-Entire Catalog, ICON Shelter Systems Inc.-Entire Catalog, Jaypro Sports-Entire Catalog, National Recreation System-Entire Catalog, New England Recreation Group, Inc. Installation Services, Paris Site Furnishings Outdoor Equipment-Entire Catalog, Pierceton Rubber Products-Entire Catalog, Play and Park Structures-Entire Catalog, Rain Drop Products, LLC-Entire Catalog, Sportsplay-Entire Catalog, Themed Concepts-Entire Catalog, TRUEBOUNCE-Entire Catalog, ultraPLAY-Entire Catalog, Ultra-Shade Systems-Entire Catalog

10 Peloton Interactive, Inc.

Assault, Precor, Spinning, TAG

11 Premier Park & Play, LLC.

Classic Recreation Systems, Empex Water Toys, Fibar Group, First Team, Jambette Playgrounds, Nature of Early Play, Northern Playground Surfacing, Play Mart Playgrounds, Premier Park & Play, LLC, Site Amenities by Superior Recreation Products

12 School Furnishings

Gopher Sports, MyTCoat

13 School Health Corporation

Palos Sports, School Health

14 Scoreboard Enterprises

All Daktronics Scoreboards, Audio & Gym Equipment, Allied Scorer's Table, Daktronics, Entire Catalog, Gared, LynRus, Playground

15 Stadium System, Inc.

All Star, Alleson Athletic, Augusta, Badger, Boxercraft, Broder, Champro, Charles River, Cranbarry, Custom Gear, Diadora, Diamond, Fisher, Game Gear, Game Sportswear, Head/Penn, Holloway, Jaypro, Kwik Goal,

Awarded Vendors and Brands

Martin Sports, Mueller, Pacific Headwear, Powers, Powertek, Pro Celebrity, Profeet, Richardson, Schutt, Spaulding, Stadium System, Stormtech, Twin City, Under Armour, United Sports, Wilson, Xenith

16 Sunbelt Rentals, Inc.

Entire Catalog

17 Three T Enterprises DBA Grogan Marciano Sporting Goods

Adidas, Asics, Badger, Bison, Cliff Keen, Diamond, Douglas, Easton, Fisher, Holloway, Jaypro, Kwik Goal, Mizuno, ProLook, Rawlings, Russell, Schutt, Speedline, TAG, Twin City, Under Armour, Wilson

Dealer Index

Awarded vendors are responsible to notify named dealers of contract pricing terms of contract. If you are a dealer named by an Awarded Vendor contact them for contract information.

<u>Dealer Name</u>	<u>Awarded Vendor Name</u>	<u>Page</u>
G&G Fitness Equipment Inc. DB	Life Fitness LLC	0
Total Fitness Equipment	Peloton Interactive, Inc.	0

۷	Varranty	Key
	Α	1 yr
	В	1 yr for work
	C	1 yr limited
	D	1 yr Itd,2 yr PC finish,5 yr plastisol
	E	1 yr, MFG Warranties apply
	F	10 Yr limited warranty
		2 Yr
	G	2 YR limited
	H	
	1	2 yr ltd,2 yr PC finish,5 yr plastisol
	J	20 Yr performance limited warranty
	K	20 yrPosts/frame,10 yrLmt fabric,1 yrLtd
	L	20y steel,5y wood,10y plastic,1 yr Itd
	M	3 yr
	N	3 yr ltd,2 yr PC finish,5 yr plastisol
	0	3 yr parts and 3 yr labor
	Р	3 yr warranty limited
	Q	4 yr ltd,2 yr PC finish,5 yr plastisol
	R	5 yr aluminum 1 yr limited
	S	5 yr Warranty
	T	5Yrs SB,VD,MD;1yr on Port SB ST&Adio Sys
	U	6 Months for Defects
	V	7 yr warranty limited
	W	90 Days for Defects
	X	Frames 1 yr, aluminum 5 yr
	Υ	http://www.ecoreathletic.com/
	Z	Lyr
	AA	Limited
	AB	Manufacture Warranty
	AC	Manufacturer One Year
	AD	Manufacturer One Year Warranty
	AE	Manufacturer Warranty
	AF	Manufacurer Warranty
	AG	mfg 1 yr
	AH	One yr
	Al	Parts- 1Yr, Labor- 1 Yr, Frame- 5YR
	AJ	Parts- 2Yr, Labor- 1 Yr, Frame- 7 YR
	AK	Parts- 3 Yr, Labor- 1 Yr, Frame- 5 YR
	AL	Parts- 3 Yr, Labor- 1 Yr, Frame- 7 YR
	AM	Parts- 5Yr, Labor- 1 Yr, Frame- 10YR
	AN	Plastisol 5 yr ltd, paint 3 yr ltd
	AO	pole 10 yr lmt, fittings/hardware 1 yr Itd
	AP	Posts 100 yr, plastic 15 yr, 3 yr Itd
	AQ	Posts100y,plastic15y, 5yCables/mallets
	AR	Psts100yr,plstic15yr,3yrltd,8yrAeronet
	AS	See capbarbell.com
	AT	See http://www.kompan.com for details
	AU	See www.cybexintl.com forWarrantyDetails
	AV	See www.hamptonfit.com/warranty/
	AW	See www.LifeFitness.com Warranty Details
	AX	See www.scifit.com for WarrantyDetails

See www.umaxproducts.com	
See www.waterrower.com	
www.classicrecreation.com	
www.fibar.com	
www.firstteaminc.com/warranty	
www.hyperwear.com/returns/	
www.jambette.com/en	
www.nature of early play	
www.northernplaygroundsurfacing.com	
www.playmart.com/warranty	
www.webcoat.com	
	See www.waterrower.com www.classicrecreation.com www.fibar.com www.firstteaminc.com/warranty www.hyperwear.com/returns/ www.jambette.com/en www.nature of early play www.northernplaygroundsurfacing.com www.playmart.com/warranty

14 **Scoreboard Enterprises**

<u>Address</u>	274 Fruit Street	Contac	t Mark Hurley
	Mansfield, MA 02048	<u>Phone</u>	508-339-8113 x204
<u>Email</u>	mark@scoreboardenterprises.com	<u>Tollfree</u>	
<u>Web</u>	www.scoreboardenterprises.com	<u>Cell</u>	(508) 479-5827
<u>SDO</u>		<u>Fax</u>	(508) 339-0184
<u>Biz Type</u>		FEI #	04-2605-006

Scoreboard Enterprises specializes in custom installations all over the New England area. They are here for all your Scoreboard needs, large and small.

Return Policy

Customer order equipment is non-returnable, standard order items are

returnable with a 15% restocking fee and no return of freight costs.

Major Credit Cards MC, Visa

Delivery 6-8 ARO for custom order equipment. Standard order, 2 weeks

Cash Terms Net 30 Days

Prompt Pay

Offer Extended Offer IS extended to Faculty, Staff & Students

FOB Destination

Freight Additional - Freight will be quoted based on the equipment ordered, size,

weight, etc.

Minimum Order

No

Additional Terms

MHEC Member

Contract extended to New England States:

Yes	No	Pending	Restricted	Restrictions Defined
СТ				
MA				
ME				
NH				
RI				
	VT			

<u>Orders</u>

Mark Hurley 274 Fruit Street Mansfield, MA 02048

Phone: (508) 339-8113 x204

Email: mark@scoreboardenterprises.com

Sales Rep

Mark Hurley 274 Fruit Street

Mansfield, MA 02048 Phone: 508-339-8113 x204

Cell: (508) 479-5827

Email: mark@scoreboardenterprises.com

MA, CT, RI, NH, ME

Athletic Fld, Playgrnd/Parks	Installation	A	10%	Scoreboard
Amenities Equip Srvs	installation		1070	EnterprisesPrice List.po
Playground	Installation	А	10%	Scoreboard EnterprisesPrice List.pd
Services - Miscellaneous	Installation	А	10%	Scoreboard EnterprisesPrice List.pd
Services - Miscellaneous	Service & Repair-Normal Business Hours		10%	Scoreboard EnterprisesPrice List.pd
Brand: Allied Scorer '	's Table	Warranty		
Sports Equipment & Supplies	s Miscellaneous	A	10%	Scoreboard EnterprisesPrice List.pd
Brand: Daktronics		Warranty		
Athletic, Playground, Parks Equipment & Supplies		Т	10%	>\$20,000+2%;>\$35,000 +3%; >\$50,000 + 4%;>\$75,000+5%
Financing Options	Leasing-Backboard Motors/Safety Straps	Т	Additional Services- See PDF	Scoreboard EnterprisesPrice List.pd
Physical Education Equipment & Supplies		Т	10%	>\$20,000+2%;>\$35,000 +3%; >\$50,000 + 4%;>\$75,000+5%
Playground		Т	10%	>\$20,000+2%;>\$35,000 +3%; >\$50,000 + 4%;>\$75,000+5%
Playground	Leasing-Backboard Motors/Safety Straps	T	Additional Services- See PDF	Scoreboard EnterprisesPrice List.pd
Sports Equipment & Supplies	S	Т	10%	>\$20,000+2%;>\$35,000 +3%; >\$50,000 + 4%;>\$75,000+5%
Brand: Entire Catalo	g	Warranty		
Playground	Audio Equipment-Anchor Audio	G	10%	Scoreboard EnterprisesPrice List.pd
Playground	Audio Equipment-Community Speakers	М	10%	Scoreboard EnterprisesPrice List.pd
Playground	Audio Equipment-Harman (Crown, JBL, Infinity, & AKG)	М	10%	Scoreboard EnterprisesPrice List.pd
Supplies - Miscellaneous	Audio Equipment-Anchor Audio	G	10%	Scoreboard EnterprisesPrice List.pd
Supplies - Miscellaneous	Audio Equipment-Community Speakers	М	10%	Scoreboard EnterprisesPrice List.pdf
Supplies - Miscellaneous	Audio Equipment-Harman (Crown, JBL, Infinity, & AKG)	М	10%	Scoreboard EnterprisesPrice List.pd
Brand: Gared		Warranty		
Physical Education Equipment & Supplies	Goals	Α	10%	Scoreboard EnterprisesPrice List.pdf
Brand: LynRus		Warranty		
Sports Equipment & Supplies	s Miscellaneous	Α	10%	Scoreboard EnterprisesPrice List.pdf
Brand: Playground		Warranty		
Financing Options	Leasing-Backboard Motors/Safety Straps	Т	Additional Services- See PDF	Scoreboard EnterprisesPrice List.pdf
Services - Miscellaneous	Installation	А	10%	Scoreboard EnterprisesPrice List.pd
Services - Miscellaneous	Service & Repair-Normal Business Hours		10%	Scoreboard

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Supplies - Miscellaneous	Audio Equipment-Anchor Audio	G	10%	Scoreboard
Supplies - Miscellaneous	Audio Equipment-Community Speakers	М	10%	EnterprisesPrice List.pdf Scoreboard
Supplies - Miscellaneous	Audio Equipment-Harman (Crown, JBL, Infinity, & AKG)	М	10%	EnterprisesPrice List.pdf Scoreboard EnterprisesPrice List.pdf
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201 Daktronics Drive PO Box 5128 Brookings, South Dakota 57006-5128 T 800-325-8766 605-692-0200 F 605-697-4700

April 17, 2018

State of Connecticut

RE: Locations that contain Daktronics displays and/or equipment

To Whom it Concerns,

This letter will confirm that the technology and parts for the Daktronics equipment located in the State of Connecticut is proprietary in nature to Daktronics, Inc. and cannot be purchased from any other manufacturer.

Daktronics, Inc. is the sole source provider of parts, technology and service for Daktronics manufactured equipment. Aditionally, Scoreboard Enterprises Inc., is the exclusive dealer for the sale of Daktronics equipment in Connecticut.

If you have any questions, please feel free to contact us at 877-605-1115.

Thank you.

Regards, DAKTRONICS, INC.

Jo Haider Account Manager Town of Berlin (Sage Park and Berlin High School Improvements)

STATE OF CONNECTICUT DEPT OF ENERGY AND ENVIRONMENTAL PROTECTION

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE. 2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES. CONTRACTOR NAME						3				⊠ GRAN	K ONE: T ONAL SERVICI	F AGREEME
CONTRACTOR CONTRACTOR MAN MANGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES. CONTRACTOR CONTRACTOR TOWN of Berlin STATE STATE CONTRACTOR ADDRESS 240 Kensington Road, Berlin, CT 06037 CONTRACT CONTRACTOR NAME MANAGEMENT CONTRACTOR NAME AND ADDRESS 240 Kensington Road, Berlin, CT 06037 CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT CONTRACTOR AGREES TO: (Include special provisors — And additional bank sheets the moreosers) 1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined in the Commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Emergy and Environmental Protection, all work described in Appendix A, which is attached he commissioner of Protection Appendix A, which is attached he recommissioner of Protection Appendix A, which is attached here of Protection Appendix A, which is a	TO THE TERM	S AND CONDITIONS	STATED HERE	EIN AND/OR ATTA	CHED HERETO A	ENTER INTO AN AGREEM ND SUBJECT TO THE PR	ENT SUBJECT OVISIONS OF	(1) OR	GINAL		(2) IDENTIFICAT	TION #s.
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CONTRACTOR ADDRESS DEEP - Bureau of Central Services, Financial Management Division, 79 Elm Street, Hartford, CT 06106 STATE OPAGENCY INME AND ADDRESS DEEP - Bureau of Central Services, Financial Management Division, 79 Elm Street, Hartford, CT 06106 OPATE (PROM) DEPAGO OPAGO OPATE (PROM) DEPAGO OPATE (PROM) DEPAGO OPAGO	CONTRACTOR	Town of Berlin ARE YOU PR							SENTLY A STATE YES			
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Execution Execution Execution Execution Execution Agency MASTER AGREEMENT CONTRACT AWARD NO. MINING		DEEP - Burea	and addres	ral Services,		anagement Divisi	on, 79 Elm S	treet, Har	tford, CT	06106		
1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached he and made a part hereof. Appendix A consists of 5 pages numbered A-1 through A-5 inclusive. Page 1 of 7 Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof. ((IQPAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTEDAND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$2,774,254.00. 11) CBLIGATED AMOUNT \$2,774,254.00 12) Amount (13) Dept (14) Fand (15) SID (16) Program (17) Project (18) Activity (19) Boutrart Agency CF1 (14) Agency CF2 (14) Account Activity (19) Boutrart Agency CF1 (14) Agency CF2 (14) Account Activity (15) Boutrart Agency CF1 (14) Agency CF2 (15) Account Activity (15) Individuals performing services as independent contractors are not employee or the State of Connecticut and are responsible themselves for payment of all State and noome taxes, federal Income taxes and Federal Insurance Contribution Act (FCA) baxes. ACCEPTANCES AND APPROVALS TITLE TITLE TITLE TITLE TITLE TITLE TITLE TITLE DATE DATE		Execution	9_	Ex	ecution +3 ye	ars 📋	ASTER AGREEM	ENT C	CONTRACTA	WARD NO	⊠	NEITHER
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\$2,774,254.00 DEP43310 13019 41239 66099 DEPA00030100016 155005 55050 In individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer relationship of Internal Revenue Code Section 121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and accome taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes. ACCEPTANCES AND APPROVALS (23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.) TITLE Arosha Jaywickrema, Town Manager TITLE DATE DATE DATE	12)	(13)	(14)	(15)	(16)				(20)			
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(6) ATTORNEY GENERAL (APPROVED AS TO FORM) Joseph Rubin, Asst. Dep Gigitally signed by Joseph Rubin, DATE	1725/a 5) AGENCY (AI Kathe	MHORIZED OFFICE VINE S.	Dyko	roud	Aro TiTLE Kati	nerine S. Dykes, Co	ommissioner	er	DATE	2	///	22

DISTRIBUTION:

CONTRACTOR

AGENCY

FUNDS AVAILABLE: /s/ David M Johnson 2/16/2022

Joseph Rubin, Asst. Dep Pigitally signed by Joseph Rubin, A.G. Date: 2022.03.04 14:27:06-05:00

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) <u>Contractor Parties</u>. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) <u>Contract</u>. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) <u>Confidential Information</u>. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) <u>Confidential Information Breach</u>. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) <u>Claim</u>. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- 2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
- 3. <u>Disclosure of Records</u>. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- 4. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall

be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means

a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

7. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- 8. <u>Sovereign Immunity</u>. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- 10. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information

that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

11. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
- 12. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Agency or DAS shall provide a copy of these orders to the Contractor.
- 13. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
- 14. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
- 15. <u>Distribution of Materials</u>. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
- 16. <u>Change in Principal Project Staff</u>. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
- 17. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract

- and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 18. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- 19. <u>Assignability</u>. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
- 20. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
- 21. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
- 22. <u>Procurement of Materials and Supplies</u>. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
- 23. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
- 24. <u>Affirmative Action and Sexual Harassment Policies</u>. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
- 25. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
- 26. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
- 27. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
- 28. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception,

- the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
- 29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
- 30. <u>Interpretation</u>. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A SCOPE OF WORK

- Purpose: To provide a grant-in-aid to the Town of Berlin ("Contractor") under the State's Urban Act program to provide for a) installation of a scoreboard at Sage Park and b) rehabilitation at Biscoglio Field at Berlin High School including installation of a synthetic turf playing surface and associated improvements.
- 2. Project Title: The Contractor shall perform a project entitled "Town of Berlin Improvements to Sage Park and Berlin High School" ("Project").

3. Deliverables:

- a. Scoreboard Replacement: Upon final approval and execution of this grant agreement ("Contract") by all parties, the Contractor shall design and install a Daktronics Live Video Display and all associated audio-visual components ("Scoreboard"), together with associated site work, on Scalise Field at Sage Park. Following installation, the Contractor shall restore any area disturbed by such installation to its previous condition. Installation and any necessary restoration shall be completed within thirty-six (36) months of final approval and execution of the Contract.
- b. Biscoglio Field Improvements: Upon final approval and execution of the Contract by all parties, the Contractor shall design and install a synthetic turf surface with shock pad and curbing at Biscoglio Field, together with associated site work. The Contractor shall also purchase and install necessary equipment for operation of the field, including but not limited to uprights, goals, safety netting, and a new scoreboard. Following installation, the Contractor shall restore any area disturbed by such installation to its previous condition. Installation and any necessary restoration shall be completed within twenty-four (24) months of final approval and execution of the Contract.
- c. Allowable Associated Costs: Associated work for the above-described improvements shall include, as applicable, required surveying, design, bid package development, advertising, engineering, and architectural services.
- 4. **Design.** The Contractor shall ensure that the location, design, installation construction, design materials and work schedule related to this Project comply with all State of Connecticut building codes, the Americans with Disabilities Act, and are of a nature that will minimize maintenance and ensure public safety.
- 5. Permits. The Contractor is responsible for developing and obtaining all applicable permits prior to construction. No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The Execution of this Contract in no way constitutes the approval by the Agency or any other State

Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.

- 6. Easements. The Contractor shall ensure that all necessary easements and/or rights-of-way are obtained and shall submit to DEEP a legal opinion indicating that such easements and/or rights-of-way have either been obtained or are not required.
- 7. Ownership. The Contractor represents that it has ownership of the property in the form of fee simple, free from any lien or claim that would prevent such land or buildings from being retained or utilized for the use or uses outlined above.
- 8. Acknowledgment. The Contractor shall provide credit to an Urban Act grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign on the Project area acknowledging that said Project is a public recreational area and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.
- 9. Accessibility to the Public. Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract, shall be defined as any resident of any municipality, state, country or nation.
- 10. Fees. Should a parking/patron fee be levied on patrons to use the Property, the fee charged to nonresidents of the Town of Berlin shall not exceed twice that charged to residents. Where there is no charge to residents, but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents, and the period of availability must be the same for both residents and nonresidents.

11. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or mailto:deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements

of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov. This video with closed captioning is available at www.ct.gov/deep.

12. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection Clean Water & Capital Contract Administration Unit Bureau of Central Services Financial Management Division 79 Elm Street Hartford, CT 06106-5127 DEEP.ContractAdmin@ct.gov

All Project-related **invoices** shall be submitted monthly accompanied by a payment submission letter signed by the authorized representative. Invoices should be compiled by service type and vendor and accompany the payment request. The payment letter should reference The PO #, PSA #, Project Title, amount, dates, and description of services covered by the invoices, and shall be submitted to:

Department of Energy and Environmental Protection Clean Water & Capital Contract Administration Unit Bureau of Central Services Financial Management Division 79 Elm Street Hartford, CT 06106-5127

- 13. Status Report: Following Execution of this Contract, the Contractor shall provide a Project status report to the DEEP Clean Water & Capital Contract Administration Unit once every six months during the time in which this Contract is in effect. Such Project status report shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated Project completion date.
- 14. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including, but not limited to:
 - a. revisions to the maximum Contract payment,
 - b. the total unit cost of service,
 - c. the contract's objectives, services, or plan,
 - d. due dates for reports,
 - e. completion of objectives or services, and
 - f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

15. Meetings. The Contractor will provide for and give advance notice to the DEEP of regular meetings attended by the Contractor and/or its designated project representative(s). The Contractor will provide for and give advance notice to the DEEP of meetings between the project engineering consultant(s), contractor(s) and the Contractor so as to allow the DEEP an opportunity to attend such meetings.

16. Subcontracting Award Procedures:

- a. Any subcontractor chosen by the Contractor to perform any portion of the above-described work must be listed as an approved contractor under the Department of Administrative Services Contractor Prequalification Program. Program requirements are described at DAS.Prequalification@ct.gov or (860) 713-5280.
- b. The Contractor agrees that when awarding service contracts for an amount less than \$10,000, it shall follow established contract awarding procedures. The Contractor

also agrees that competitive open bidding is required when awarding contracts in excess of \$10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Contractor, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner. The Contractor shall obtain DEEP authorization prior to the award of any construction contract. Upon DEEP's authorization to award each construction contract, the Contractor shall forward a copy of the notice to proceed to DEEP.

- 17. Safety and Accident Prevention. Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.
- **18. Records:** The Contractor agrees to keep separate accounts by Project for the receipt and disbursement of all eligible funds for the Project.
- 19. Reimbursement Requests: The Contractor shall submit requests for reimbursement in accordance with the attached Appendix B.
- 20. Final Report: Prior to the expiration date of this Contract, the Contractor shall submit to the DEEP-Financial Management Division, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed, and as-built plans, certified by a professional engineer (P.E.) licensed to practice in the State of Connecticut.
- 21. Final Financial Report: Prior to the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP–Financial Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal.

APPENDIX B SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is Two Million Seven Hundred Seventy-Four Thousand Two Hundred Fifty-Four dollars (\$2,774,254.00).

Payments by the Commissioner shall allow for use of these funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be reimbursed for the successful completion of work described in Appendix A and contingent upon receipt and approval by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. Reimbursement requests shall be submitted no more frequently than monthly.
- c. The Final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction; review and approval by DEEP of a Final Report and Final Financial Report; and receipt of associated documentation demonstrating that all the elements of Appendix A have been met. Final payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name:	
DC A //	
PSA #:	

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries	·		
Fringe @ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals		and the second s	

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

<u>Civil penalties</u>—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

<u>Criminal penalties</u>—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice—president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.