



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: DAKTRONICS, INC. 201 DAKTRONICS DRIVE BROOKINGS, SD 57006	DATE ISSUED: FEBRURAY 12, 2024
	CONTRACT NO: 24-DPR-R-531
	CONTRACT TITLE: SCOREBOARDS, DIGITAL DISPLAYS, AND VIDEO BOARDS WITH RELATED SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-531 including all attachments and amendments thereto.

EFFECTIVE DATE: FEBRURAY 12, 2024
EXPIRES: MAY 25, 2025
RENEWALS: THREE (3) ADDITIONAL ONE-YEAR RENEWAL FROM MAY 26, 2025, TO MAY 25, 2028
COMMODITY CODE(S): 80563, 93674
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DPR-R-531
ATTACHMENT A – SOURCEWELL CONTRACT 030223-DAK

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> LAUREN CLOUD	<u>VENDOR TEL. NO.:</u> (630) 989-0905
<u>EMAIL ADDRESS:</u> LAUREN.CLOUD@DAKTRONICS.COM	
<u>COUNTY CONTACT:</u> RICHARD HOLLEY (DPR)	<u>COUNTY TEL. NO.:</u> (703) 228-7841
<u>COUNTY CONTACT EMAIL:</u> RHOLLEY@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** FEBRUARY 12, 2024



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DPR-R-531

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Daktronics, Inc. ("Contractor"), a stock corporation with a place of business at 201 Daktronics Drive, Brookings, SD 57006 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A - Sourcewell Contract # 030223-DAK, and Exhibit B - Pricing Information, together with all exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than May 25, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Sourcewell continuous their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from May 26, 2025, to May 25, 2028 ("Subsequent Contract Term"). However, if Sourcewell does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Scoreboards, Digital Displays, and Video Boards with Related Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Lauren Cloud
Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006
Phone: 630-989-0905
Email: lauren.cloud@daktronics.com

TO THE COUNTY:

Richard Holley
Parks and Natural Resources
2700 S. Taylor Street
Arlington VA 22206
Phone: 703-228-7841
Email: rholley@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.


11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DAKTRONICS, INC.

AUTHORIZED SIGNATURE: 
E3B19877EB39437
NAME: Javier Iturralde
TITLE: Procurement Officer
DATE: 2/12/2024

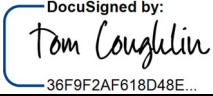
AUTHORIZED SIGNATURE: 
36F9F2AF618D48E...
NAME: Tom Coughlin
TITLE: National Sales Manager
DATE: 2/12/2024

EXHIBIT A

030223-DAK

**Solicitation Number: 030223****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Daktronics, Inc.**, 201 Daktronics Dr., Brookings, SD 57006 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Scoreboards, Digital Displays, and Video Boards with Related Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Daktronics, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/18/2023 | 8:03 PM CDT

DocuSigned by:
Tom Coughlin
36F9F2AF618D48E...
By: _____
Tom Coughlin
Title: Sales Manager
Date: 6/19/2023 | 8:45 AM CDT

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 6/19/2023 | 10:06 PM CDT

RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name: Daktronics, Inc.
Address: 201 Daktronics Drive
Brookings, South Dakota 57006
Contact: Lauren Cloud
Email: lauren.cloud@daktronics.com
Phone: 630-989-0905
HST#:

Submission Details

Created On: Friday January 13, 2023 08:21:31
Submitted On: Thursday March 02, 2023 13:16:00
Submitted By: Lauren Cloud
Email: lauren.cloud@daktronics.com
Transaction #: 9779eb0d-6d97-4e1c-8ec5-1ec36cfe7901
Submitter's IP Address: 63.85.214.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daktronics, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	32576
5	Proposer Physical Address:	201 Daktronics Dr. Brookings, SD 57006
6	Proposer website address (or addresses):	www.daktronics.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Coughlin - Sales Manager tom.coughlin@daktronics.com (605) 697-4494
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lauren Cloud - Sales Administration lauren.cloud@daktronics.com (605) 692-0200

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Now in our 55th year, Daktronics has grown from a small South Dakota electronics startup company to a world leader in informing and entertaining audiences through dynamic audio & visual communications systems. Daktronics was founded in 1968 by Drs. Aelred Kurtenbach and Duane Sander, professors of electrical engineering at South Dakota State University in Brookings, SD. Their mission was to start a company that could provide good paying jobs to graduating SDSU students and provide opportunities to stay in the Brookings area. The company began with the design and manufacture of electronic voting systems for state legislatures. In 1971, with the help of their friend who was the long time SDSU wrestling coach, Kurtenback and Sanders developed the patented Matside® wrestling scoreboard, which was the first product in the company's growing and evolving line of 'catalog' scoreboards. Daktronics secured a contract for the 1980 Winter Olympic games in Lake Placid, NY that included scoring and timing displays at over a dozen venues including the Olympic Ice Center, now Herb Brooks Arena and site of the USA/USSR "Miracle on Ice" hockey game. As the need for electronic displays grew, Daktronics seized the opportunity with the first transportation roadway display for the Connecticut DOT in 1988. Daktronics' sports business grew rapidly in the 1990s with the installation of LED Video displays in many major college venues, the NFL, MLB, NBA and NHL. Daktronics enjoys a large market share with these leagues still today including 18 of the last 19 Super Bowls being played at stadiums with Daktronics technology. In 2001, the first digital billboard was sold to Lamar Advertising and in 2004, the iconic Coca Cola display was installed at Two Times Square in New York City. Throughout this time, Daktronics sports, transportation and commercial business grew in North America and expanded internationally. This work continues today with a local sales presence in all 50 states and Canada with long standing relationships in public and private education markets of K-12, 2-year and 4-year College and Universities. Our products and services also span the needs of City, County, State and Federal government agencies including Departments of Transportation, Mass Transit, Aviation and the Military. Since our beginnings in 1968, Daktronics has grown from a small company operating out of a garage to a world leader in the display industry. The company employs more than 2,700 people working under more than 1 million square feet of its manufacturing and office facilities. In 1994, Daktronics, Inc. became a publicly traded company, offering shares under the symbol DAKT on the NASDAQ National Market system. The common threads through our growth and consistency these 55 years years is our core values; Helpful, Humble, Honest. Our mantra is Customers for Life and this guides us in our work each day. Daktronics has enjoyed our relationship with Sourcwell during these first few years of our partnership. We are excited about the growth that we have experienced with this contract. We are confident that it is just the beginning as we build on what we have started in education and sports and expand rapidly into the ever-growing opportunities in Transportation, Government, Military and other areas.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Winning this award is something that we would be very proud of. We would be excited to continue to share with current Sourcwell members and potential members the ability to utilize the contract to easily purchase the goods that they desire.</p> <p>In addition to our core products and core customer base, we will continue to add to our product offerings and expand our reach in areas that can utilize this award. Traditionally, scoring and sports LED displays have been the primary products sold through the Sourcwell contract. Winning this award will allow us to continue to grow the knowledge of the Sourcwell contract with our customers in other markets like airports, train stations, roadways, and military control rooms. These are all spaces that are growing for Daktronics and the value of this award will help Sourcwell members be successful in purchasing high quality LED products.</p> <p>Daktronics has experience great success in our partnership with Sourcwell, but it is also recognized that our ability to grow with this award is much larger than where we are today. If we do receive this award, our expectations are to grow our business through Sourcwell by promoting the award in all of our new and existing public sector markets, with all of our new and existing products.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Some of our financial highlights from FY2022 were as follows:</p> <ul style="list-style-type: none"> • Fiscal net sales of \$611.0 million as a result of record orders and eased pandemic related site restrictions. • Operating income of \$4.0 million realized through headwinds of inflation in materials, personnel, and freight related expenses. • Product Order Backlog of \$472 million, driven by record order volume of \$846.1 million and softer conversion to sales due to supply chain challenges. <p>Some financial highlights through quarter 2 of fiscal year 2023:</p> <ul style="list-style-type: none"> • Net sales of \$359.4 million, a 16.2 percent increase from the second quarter of fiscal 2022. • Orders of \$353.0 million, a 2.2 percent increase from the second quarter of fiscal 2022. • Product Order backlog remains at historically high levels of \$463.1 million. <p>We will be releasing our quarter 3 fiscal year 2023 results within the next 2 weeks. Financials are available at www.daktronics.com on the Investors tab. The company does not release contact information of trade vendors or bankers since the company is publicly traded and sufficient information is therefore available to support credit decisions.</p> <p>See Financial Strength Attachment in document tab.</p>
13	What is your US market share for the solutions that you are proposing?	Approximately 60%
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 15%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Daktronics, Inc. has never petitioned for bankruptcy protection.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>At Daktronics we design, engineer, and assemble our products from factory locations in Brookings and Sioux Falls, SD and Redwood Falls, MN. We believe that offering products from our factories in the United States offers great value to Sourcewell Partners. We are among the largest employers in the cities and states we manufacture in, which means the continuous creation of good paying jobs that adds to the success of our communities. Daktronics sales strategy is a combination of direct and channel selling, depending on market. We have over 200 company employees that comprise our sales teams that work with customers in Primary and Secondary Education, Higher Education, Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation. These teams are segmented into 7 regions across North America including Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. For the markets in which we employ a sales channel distribution, we have our employee salespeople working with a vast network of resellers that include Sign Companies, Audio Visual Integrators, Construction Contractors, and Independent Dealers. While we continue to focus on strategically growing our sales channels, many of our resellers have been Daktronics partners for several decades. Our Customer Service organization operates separate from but in orchestration with our sales organization. It is comprised of over 300 customer service coordinators, technicians, field engineers and service partners. All technical service, repair, and work is managed and performed by Customer Service and done so within our integrated Sales Force CRM for complete visibility to both our service and sales organizations.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daktronics holds licenses to do business in all 50 states; further, we maintain general contractor or specialty licenses in many jurisdictions.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Daktronics has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019: Forbes Best Midsize Employer 2019: Recognized as a 40-year sponsor of the National Interscholastic Athletic Administrators Association 2021: Dairy Queen Equipment Vendor of the Year
20	What percentage of your sales are to the governmental sector in the past three years	For the past three years, the government sector has been 8.1% of our total sales. CY20 – 7.5% CY21 – 8.3% CY22 – 8.3%
21	What percentage of your sales are to the education sector in the past three years	For the past three years, the education sector has averaged 30.4% of our total sales. CY20 – 26.9% CY21 – 33.9% CY22 – 29.5%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cooperative agreements that Daktronics holds including sales volume for the previous three years are as follows: Association of Educational Purchasing Agencies (AEPA) 2020 - \$9.7M 2021 - \$15.3M 2022 - \$11.2M BuyBoard 2020 - \$10.4M 2021 - \$13.9M 2022 - \$9.6M Omnia Partners 2020 - \$12.5M 2021 - \$18M 2022 - \$31M Sourcewell 2020 - \$4.2M 2021 - \$31.5M 2022 - \$34.8M The Interlocal Purchasing System 2020 - \$220K 2021 - \$2.6M 2022 - \$1.4M State of Utah 2020 - \$103K 2021 - \$508K 2022 - \$342K Huron Valley Schools 2020 - NA 2021 - NA 2022 - \$129K
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Daktronics does not currently hold any GSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
University of Maryland - College Park	Josh Kaplan	301-314-9729
University of Texas Austin - Intercollegiate Athletics	Fernando Lovo	512-217-7544
Anne Arundel County Public Schools	Marlene Mueller	410-222-5178

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Val Verde Unified School District	Education	California - CA	This contract was to provide new LED message centers for all schools within Val Verde Unified School District. It was required for the vendor to provide a software that was cloud-based with a hierarchy system that will allow the school district to oversee all marquees and have the capability to send content to any marquee from the district level. Daktronics provided GT6x 8mm displays to 25 schools. Each order included System Startup and a One-on-One Webinar Software Training. This contract was for product only, the installation was provided by another company.	25 Orders Booked ranging from \$20K-71K.	\$803,766
Salinas Unified School District	Education	California - CA	Salinas Unified School District partners with Daktronics for new stadium video boards, scoreboards, and control equipment for Salinas, Alisal, Rancho San Juan, North Salinas, and Everett Alvarez High Schools. This new equipment will provide opportunities for students to further education and hands on experience with video production equipment and software. The curriculum package provided with the equipment will plan on being implemented into a classroom setting for education. This will give students the opportunity to be involved with gameday/event production by creating content and implementing media files for various sporting events, graduation, fundraisers, movie night, and more. The district also purchased new baseball and softball scoreboards for their schools over the past few years to support and energize those programs.	10 Orders Booked ranging from 37K-138K.	\$906,426

University of Maryland- College Park	Education	Maryland - MD	Daktronics worked with the University of Maryland to replace and expand the original video display in the east end zone of their football stadium as well as delivering a new larger video display in the west end zone. As part of the project, a custom point-source sound system and two state-of-the-art control rooms were implemented to complete the full audiovisual experience and support both video displays. The west end zone display was 7th largest in all of college football at the time of installation. It features 10-millimeter pixel spacing and measures 54 feet high by 120 feet wide. The sound system included additional satellite speakers along the concourses for a consistent audio experience. The control rooms feature Daktronics Show Control solution and Live Clips, a dual-channel multimedia broadcast server system designed for game entertainment and live productions. Together, these control solutions provide the ultimate game-day experience and flexibility to operators for any event held at the venue. One of the control rooms required new construction and Daktronics worked with a general contractor to complete the project. Everything was installed and operational for Maryland's first nationally televised home football game of the season.	2 Orders Booked ranging from 466K-14M.	\$14,797,859	*
UOTA- Intercollegiate Athletes	Education	Texas - TX	Daktronics worked with the University of Texas to provide them with LED displays and scoring systems to provide entertainment and information to their fans at multiple venues on campus. We also work with this University to provide state of the art control systems that provide the content on these displays.	4 Orders Booked ranging from 78K-1.8M.	\$3,450,412	*
Louisiana State University	Education	Louisiana - LA	Daktronics worked with Louisiana State University to provide LED displays and scoring systems at multiple venues on campus including Aquatics, Track, Basketball, Baseball, Football, and Softball, as well as control systems for all of these venues. These systems are used to inform and entertain their students and fan base.	5 Orders Booked ranging from 93K-718K.	\$1,350,140	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Our Daktronics sales force is comprised of over 150 field sales and inside sales representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada. Our Daktronics sales force is comprised of over 150 field sales and inside sales representatives, all of which are Daktronics employees. Our sales team serves multiple business units including Public Schools, Cities and Municipalities, Colleges and Universities, Transportation, and Commercial applications. Daktronics field sales representatives are broken into 7 regions: Rocky Mountain, California, South Central, North Central, Great Lakes, Southeast, Mid-Atlantic, New England, Canada.</p> <p>See Region Map Document in the Additional Documents attachment for visual of the 7 regions for field sales territory.</p>
27	Dealer network or other distribution methods.	<p>Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories.</p> <p>The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont.</p> <p>In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business.</p> <p>Daktronics' main sales channel is direct to Sourcewell members. That said, there are a few areas of the country that Daktronics has authorized Dealers. This dealer network of independent companies handles all aspects of a purchase. Our Authorized Dealers resell, install, and service Daktronics products. In their assigned territories, they have exclusive rights to sell Daktronics sports products to K-12 schools, community colleges, junior colleges, and park and recreation departments. Although these companies are independent of Daktronics, they rely on Daktronics for strategy and marketing support. They are a direct extension of our sales team, and they are excited to extend the Sourcewell contract in their territories.</p> <p>The following is a list of states that Daktronics has Authorized Dealers with exclusive rights to sell Daktronics equipment in the education market: Minnesota, Illinois, Pennsylvania, New York, Massachusetts, Alabama, Nebraska and Vermont.</p> <p>In addition to independent dealers, we have resellers that are not exclusive to territories but are in the public sector markets. We work very closely with these resellers, and they are currently aligned with the Sourcewell contract and value it as a important part of their business.</p> <p>See Dealer/Reseller Document in the Additional Documents attachment for a full list of approved Dealers and Resellers.</p>

<p>28</p>	<p>Service force.</p>	<p>Daktronics customer service teams consists of over 560 trained and experienced employees that service valued Sourcewell members each day. Our service employees focus solely on their specific services responsibilities that include Service Coordination, Technical Support, Service Projects, Escalated Support, Professional Services, Service Sales, Field Services, In House Repair Center and Continuous Improvement. Our primary support delivery teams Service Coordination (65+ dedicated employees), Technical Support (80+ dedicated employees) and Field Services (approximately 360 dedicated employees) activities are broken out below.</p> <p>Service Coordination:</p> <ul style="list-style-type: none"> • Quote and Process Orders for service parts and onsite labor • Service Invoice Inquiries • Questions on warranty or coverage • Information on order status and backorders <p>Remote Technical Support:</p> <ul style="list-style-type: none"> • Provide remote troubleshooting and diagnose issues utilizing diagnostic software • Provide part recommendations • Develop plan of Action/Next Steps to resolution <p>Field Services:</p> <ul style="list-style-type: none"> • Nationwide network of local resources trained to provide onsite technical support to troubleshoot, diagnose and resolve issues <ul style="list-style-type: none"> o 59 Daktronics Field Engineers across the United States, with positions opened to target approximately 70 as a result of expected demand o Approximately 125 Daktronics Service Partners companies, with over 300 Daktronics trained and skilled technicians available to be dispatched for onsite work <p>See Service Map Document in the Additional Documents attachment for a map of Daktronics field engineers and Service partners.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Sourcewell members will be provided with a quote from Daktronics for equipment per their project requirements. Each quote will indicate the Sourcewell contract number and logged in Salesforce. Once the Sourcewell member is ready to order, Daktronics will create order documents that include the finalized equipment list being ordered, signature page, and order information form to confirm bill to, ship to, installation addresses and contacts.</p> <p>Sourcewell members can sign the order documents form or provide a purchase order and send to their Daktronics sales team. Daktronics will enter their order is our ERP system by a project coordinator, who will then provide an order acknowledgement document to notify the Sourcewell member that their order has been entered and pertinent details about their order.</p> <p>All Sourcewell member orders placed through an authorized Daktronics dealer or reseller will follow the same process, Daktronics will confirm equipment with the dealer or reseller and create order documents that list the Sourcewell contract number. The dealer or reseller will place the order with Daktronics with Daktronics continuing to be responsible for paying the administrative fee and quarterly reporting. Daktronics strong partnerships with our dealers and resellers helps us have a larger footprint in our industry. The ability for our dealers and resellers to utilize the Sourcewell contract helps them secure more orders and offer a benefit others may not be able to offer.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Daktronics' Service coordination and technical support teams are using the latest technology to address Sourcewell members requests and inquiries. Our Service coordination and technical support teams are available during our standard business hours of 7 am- 7 pm customer local time. Additionally, we have extended options for members that desire phone support 24/7 for critical needs.</p> <p>Our services teams utilize our software system to track and forecast incoming demand. This allows our teams to plan for adequate staffing levels to support Sourcewell members in the future and make real time adjustments to plan should we see variance in forecasted demand. We provide Sourcewell members access to MySupport our customer facing portal, providing individuals ability to create a new service case, add information to an open case, case history, receive real time notifications and status updates, attach photos, purchase orders and other reference files to name a few of the current features.</p> <p>Additionally, Daktronics uses phone routing logic that can identify member callers based on phone #, selection of technical and non-technical request type and will route to the first available agent that is trained on that product or request type inquiry to the appropriate expertise to provide first contact resolution.</p> <p>Daktronics, and specifically our Customer Services team, is dedicated to Continuous Improvement and has a team of individuals within the services organization who are focused on managing improvement projects. Our strategy is to eliminate waste when possible and reduce necessary waste. Using a cycle to Identify, Plan, Execute, and Review, also commonly known as Plan, Do, Check, Adjust. In addition, we strive to deliver an effortless experience for both customer and employees. All while looking for opportunities to automate through processes, systems and data.</p> <p>Daktronics utilizes measured weekly metrics to support various channel response times with set targets across each channel type. Service materials levels and repair line cycles are measured weekly and historically over time. Daktronics invests in a 3rd party phone survey to obtain feedback on satisfaction and effort. Sourcewell members are asked questions that are rated on a scale of 1-5 and provide verbatim comments on performance, experience and resolution. This valuable feedback has identified multiple trends and areas of opportunity that have been investigated and solutions implemented across teams.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Daktronics is currently providing service and support to Sourcewell Members throughout the United States. We have sales and service personnel living in our 9 identified regions across the country. We're committed to continuing and growing our service to all Sourcewell Members in the US across our entire product line. As previously mentioned, we focus our activity in different markets; including Primary and Secondary Education, Higher Education., Live Events, Hospitality, Retail, Advertising, Industry, Military and Transportation.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Daktronics is currently providing service and support to Sourcewell Members throughout Canada. We're committed to continuing and growing our service top all Sourcewell Members in Canada across our entire product line.</p> <p>In Canada, Daktronics employs a direct sales channel in specific territories and an exclusive dealer agreement with Centaur Products in other areas. Daktronics also employee's additional product and engineering staff in Toronto to help guide the efforts with indoor digital signage.</p> <p>Centaur Products is Canada's most experienced scoreboard supplier and has experienced scoreboard and video display installations across the country.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Daktronics can and will continue to serve all areas of the United States and Canada to Sourcewell Members in all sectors.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no limitations that apply to our members in Hawaii and Alaska and US Territories.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>To achieve our marketing goal, Daktronics will communicate the purchasing benefits of the contract to Sourcewell Members, Daktronics sales team and dealers. We will continue to tailor our multi-channel approach to increase adoption of the Sourcewell contract in all public sector markets.</p> <p>Upon contract award, Daktronics will issue a news release, distributed through the wire, as well as relevant media contacts and our social media channels (Facebook, Twitter, and LinkedIn). This reaches our target audience through advertising, content creation and engagement with followers. Many members of our sales team are active on social media and actively share this type of news to gain added reach with members in their territories.</p> <p>Daktronics marketing will add a landing page to Daktronics.com, featuring the Sourcewell contract partnership, explaining the benefits of buying through Sourcewell, as well as a link to the Daktronics vendor page on Sourcewell.com.</p> <p>Sourcewell promotion through our Daktronics marketing assets will include:</p> <ul style="list-style-type: none"> • Placing Sourcewell logo on all regional sales flyers • Purchasing options in Daktronics print/digital catalogs • Mention of Sourcewell contract on Daktronics.com. <p>Early in 2023, Daktronics deployed an e-commerce site, enabling customers to log-in and buy selected scoring products. Customers can choose to receive pricing and complete their purchase using the Sourcewell contract. We intend to grow our e-commerce site to include more standard scoring products, to simplify the buying process. Allowing Sourcewell Members the ability to use this contract through e-commerce is of high priority for Daktronics.</p> <p>Daktronics attends 100+ conventions for K-12 Education and Parks and Recreation markets each year. These events are targeted to athletic directors, coaches, administration, school boards and city employees.</p> <p>In addition to our education market, Daktronics attends 50+ similar events for the collegiate and transportation businesses. The booth team and market material at these events will highlight the local brochures with Sourcewell's logos and contract benefits.</p> <p>Sales Training Activities Daktronics Sales Training is a proactive approach to increasing sales' awareness of the Sourcewell contract and the benefits it provides.</p> <ul style="list-style-type: none"> • Daktronics sales and market leadership will conduct sales training about the contract award through department webinars and emails, sharing the following: • Member benefits • Contract terms • Messaging strategies • Location of contract information • Breadth of products and services available for purchase through Sourcewell. <p>Each training is recorded and is made available to new personnel throughout the year. Our sales leaders use these recordings to quickly build knowledge with new hires.</p> <p>See Sourcewell Flyer attachment in the Marketing Plan document section for a sample of the marketing flyer.</p>
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We have a large digital footprint with top search engine performance for target key words. Our site reaches over 1 million viewers every year with an average growth rate of 20%. Campaigns are optimized to target a mix of organic, social, and paid advertising audiences. Marketing automation technology assists our teams with capturing leads, scoring and nurturing them, and ensuring that potential buyers are quickly connected with our inside sales teams. A new e-commerce platform streamlines the buying process for stocked products by allowing customers to purchase with a credit card or PO. Decades of industry leadership has allowed us to establish a vast directory of contacts which we segment into target audiences for direct advertising campaigns. We adhere to all major privacy regulations to keep our contact data safe and secure.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Daktronics would anticipate a working relationship with Sourcewell to promote the contract in ways that are attractive to the market and highlight the strength of the contract.</p> <p>For example, many states have mandated shot clocks in the past year and schools need an easy, cost-effective way to purchase shot clocks that will work with their current scoreboards. In early 2023, Daktronics released our first E-commerce platform for high schools to purchase shot clocks. Daktronics e-commerce site allows Sourcewell members to quickly notify Daktronics of their membership status and make e-purchases on the contract. Daktronics expects more states to mandate shot clocks and this purchasing channel will grow.</p> <p>Through collaboration, Daktronics would anticipate a marketing campaign through mutual efforts to drive interest and adoption of e-purchases through the contract.</p> <p>In addition to e-purchasing, Daktronics inside sales and field sales staff is well versed in the value of the Sourcewell contract and promotes the use of the contract regularly in its core business.</p> <p>As Daktronics brings new products and solutions to the public sector, we anticipate additional sales staff will need to be trained and equipped with knowledge on the Sourcewell contract. Our sales leadership has employee standard discovery processes to help ensure any new staff is promoting the contract to provide maximum benefit to Sourcewell Members.</p>	*
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Daktronics has recently released a limited product offering on an e-procurement system.</p> <p>After the National Federation of High Schools announced their plan to support state adoption of shot clocks in basketball, Daktronics saw an opportunity to simplify the purchase process and reduce the effort on some products for Sourcewell Members. On the site, Sourcewell members can identify their member status and make a product purchase without the need to wait for quote and order documents. This is still in its early stages but proving to be a valuable sales channel that the market is excited to utilize.</p> <p>Today, shot clocks are the only product line on this system. We anticipate in the next few years to have a high volume of e-purchases due to the high number of states adopting shot clocks.</p> <p>Daktronics plans to expand the offering on the system to provide a much simpler way of purchasing more products for Sourcewell Members.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All of our customers, thus any Sourcewell Partner has a variety of choices of operating training. This pertains mostly to our control systems and accompanying proprietary software. This training often takes place after purchase and prior to installation so that customers have a good working knowledge from the start. We offer training in various forms including on-site 1:1 training, webinars, on demand videos, website hosted knowledge base articles and of course product manuals. We also offer annual summits where customers gather in person to learn and collaborate. They often participate in user groups that we have established on social media as well. Maintenance training is offered as well including self-installation, trouble shooting and basic repair, in addition to maintenance and repair training, support from customer service is always available through Customer Service.</p>	*
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Daktronics manufactures all of our audio, scoring, video and transportation communication products in the United States in Brookings and Sioux Falls SD and Redwood Falls, MN. We invest 4% of revenue annually into R&D to ensure that our products are on the cutting edge of technology, while maintaining a level of quality that our customers have come to expect. This includes a sophisticated, state of the art reliability lab that is located on our Brookings, SD campus. In this lab we utilize the latest advancements in environmental technology to test our products and components to failure. This gives us unique insight into what components to uses, how to design them and how to manufacture them into continuously improved finished products. We use these tests to develop proprietary and beneficial features for Sourcewell members like gel coated digits to resist water and corrosion, remote troubleshooting of our displays to keep service costs down, tablet control of scoreboards and video displays for easy, simple control. Positive pressure ventilation and air circulation systems to reduce heat, humidity, and cold temperatures for outdoor products.</p>	*
42	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Daktronics understands that sustainability involves commitment that must reach all levels of a company. It is the intention of Daktronics, Inc. to contribute to the protection and improvement of the environment. We are fully committed to comply with all local, state, and federal regulations. Daktronics, Inc. attempts to take a proactive status in establishing and maintaining environmental procedures that protect the environment, our employees' health, our customers, suppliers and surrounding neighbors. Whenever possible, Daktronics, Inc. will seek to reduce our *VOC and *HAP emissions by finding lower or no VOC replacement</p>	

products.

We strive to utilize our products most efficiently in order to reduce waste. We search to find the most effective means to reuse or recycle our waste products. When disposal of waste is necessary, Daktronics, Inc. will take steps to ensure that it is done in accordance with all local, state, and federal regulations. Daktronics, Inc. will also seek to conduct business with suppliers and subcontractors that share our concern for the environment. We will not tolerate known violations of environmental laws either by inaction or by actions of our employees, contractors, or suppliers.

Daktronics understands that environmental sustainability must be demonstrated by on-going commitment. While Daktronics utilizes some of the fundamentals found in the ISO 14000, we currently do not maintain ISO 14000 certification within our Manufacturing facilities. Daktronics strives to eliminate waste through automation and Lean manufacturing principles such as Five S (Sort, Straighten, Shine, Standardize and Sustain). Elements of 14000 we have implemented include:

- o Use of LEAN principles including Plan, Do, Check and Act, to identify areas where improvement and continually review is needed our Environmental Program.
- o Maintenance of a Chemical Review Program which restricts the use of chemicals that have environmental concerns.
- o Implementation of a general awareness program for factory employees. This general awareness is a component of new hire training.

To improve energy conservation in our facilities we have taken step to minimize our energy usage. Our production facilities including the factory floor, offices, conference rooms, restrooms are equipped with sensors that will shut off the lights after 15 minutes of inactivity. Daktronics utilizes office equipment that maintain an Energy Star Certifications in our United States facilities.

Daktronics have created RoHS-ready products completely devoid of mercury, cadmium hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ether (PBDE) and other hazardous materials. Several of the products produced by Daktronics are Lead free including the 1.9 and 2.5 mm Narrow Pixel Pitch (NPP) used in Indoor Applications.

Daktronics will aggressively recycle all eligible office and industrial materials. Materials which are recycled as part of our manufacturing processes include:

- o Aluminum
- o Steel
- o Cardboard
- o Plastic
- o Glass
- o Paint product cans
- o Wood
- o Paper
- o Printed Circuit Boards
- o Industrial solvents, such as those used in the manufacturing process.

Daktronics has established a corporate training which covers environmental responsibility for the handling of hazardous materials during spill response procedures. Currently, all employees responsible for the response and clean-up of chemical spills receive annual training. Additionally, Daktronics is working on the development of an Environmental education training program for all of our factory employees. This training will cover the handling and proper disposal procedures (note, this training is currently in place in a Redwood Falls facility).

Additional initiatives Daktronics uses to reduce environmental impact include:

- o A minimum of 10% post-consumer waste content in all resource and marketing materials.
- o Corrugated materials used as part of the shipping process will utilize materials containing 40to 80 % post-consumer fiber.
- o Compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- o All outer packing materials used for the shipping of these products are free of PVC and are recyclable.
- o Daktronics does not utilize materials which have been bleached during the manufacturing and or shipping process.
- o Daktronics understands that sustainability involves commitment that must reach all levels of a company. Daktronics will work through licensed recycling organizations to recycle older customer systems both Daktronics and non-Daktronics display.

Daktronics has implemented several practices to reduce waste and help Daktronics reach short- and long-term environmental goals.

See Green Initiatives Documents in the Additional Documents attachment.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although Daktronics does not have any eco-labels or certifications, we do utilize high quality LEDs to build our products. The choices we make allow our products to operate as efficiently as possible and minimize the power draw. These strategic choices not only reduce the needed energy for our displays, but it also extends the life of the product and reduces waste.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since Daktronics is a manufacturing company, on-site labor is primarily composed of subcontracting workforces hired to complete the installation of our products. Local, minority, and female labor participation would come from these subcontractor workforces. Daktronics works with its subcontractors to maximize participation on each project with labor participation goals.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Manufacturer - Daktronics has three manufacturing facilities in the United States that builds products from the component level. For Sourcewell Members, this is a large differentiator when valuing long term reliability and serviceability of products. Most LED display providers in the US purchase finished displays or finished panels from China and ships them to or assemble them in the US. This jeopardizes the companies' ability to service the product after 5 years and brings reliability into question. Daktronics controls all sourcing of components and requires long term contracts that ensure our products have available parts for the life of the display.</p> <p>Industry Specific - Daktronics is uniquely marketized to match Sourcewell Members in the industries they serve. Education, Government, Transportation, Military, Industry, Advertising, Hospitality and Entertainment. We not only have sales and marketing teams that work in these specific markets, but we have full engineering and support teams that focus on the needs of each industry. Because of this, we offer the widest range of solutions to Sourcewell Members.</p> <p>Education Market - Daktronics is one of few vendors that designs, manufactures, sells, and supports all of our scoring, video, messaging and audio products. This provides Sourcewell Members with one source of integration, procurement, and support. Daktronics is committed to helping Sourcewell Member schools achieve their goals beyond scoring an event. Daktronics Professional Service teams is organized to help member schools achieve their goals in three categories: Increase Entertainment, Generate Revenue and Student Development.</p> <p>Increase Entertainment - Daktronics content creation team provides members with options to purchase professional level video display content at their events. Our Event Production team provides 1 on 1 coaching for teachers and students to make their game-day production better. Daktronics experience in high level sports provides the unique ability to help schools elevate the level of entertainment they utilize to connect with their community.</p> <p>Generate Revenue - Daktronics employees a team of 10 staff members committed to helping schools utilize their LED video display to generate revenue. Often times, more revenue is generated than the cost of a display and schools are able to fund additional projects through other Sourcewell contracts. On average, Daktronics Sports Marketing is able to help generate more than \$50,000 a year per school.</p> <p>Student Development - Daktronics enjoys a large market share at the college and professional level of sports. Daktronics control systems are the preferred control system of these venues. High Schools that select Daktronics have the unique ability to teach their students on the same control system that colleges/universities and professionals use. For that reason, we have developed a program called DakClassroom. DakClassroom is built with three components: Daktronics Event Production Curriculum, Hands-on Multi-seat Education software and a career counseling program to help kids connect with college level positions in the industry.</p> <p>Design Build Services - Daktronics often helps our customers execute projects that require turn-key design-build services from the initial schematic design (SD) to design development (DD) to construction documentation (CD) phases to executing the fabrication/installation.</p> <p>Transportation Market - Since entering the Intelligent Transportation System (ITS) market over 30 years ago, Daktronics continues to deliver innovative technology with dynamic displays and message signs. We deliver American made products to help agencies connect with travelers in the Airport, ITS and Public Transportation Markets. These related markets are also diverse with different applications. The unique attribute for Daktronics is the breadth of product offerings to cover all of these markets for agencies.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty.</p> <p>Daktronics Inc. products come with a standard parts warranty, which may include repair, exchange or replacement depending on the support options available for that particular part or component. Sourcewell members can have the option to purchase additional on-site labor warranty.</p> <p>See Warranty Documents attachment for reference.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations outside of what is outlined in our standard terms and conditions.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the optional on-site labor warranty covers the expense of technician's travel time and mileage to perform warranty repairs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Daktronics provides coverage with certified technicians in all geographic regions of the United States and Canada to perform warranty repairs.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item made by other manufacturers that is included as part of our proposal will be covered by our warranty.
51	What are your proposed exchange and return programs and policies?	Daktronics is committed to serve Sourcewell Members long after their purchase. We understand our customers want working products as fast as possible. We have a US based repair and return service to quickly receive, repair, and return parts as part of a warranty as rapidly as overnight. 94% of all the parts that come to our repair and return center are able to be repaired and returned to site.
52	Describe any service contract options for the items included in your proposal.	Daktronics products include warranty for the parts and bench labor, exchange, or replacement, depending on the support options available for the particular component as well as the option to add on-site labor. Prior to warranty expiration, the purchaser may purchase extended warranty services to cover the equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts coverage (repair, exchange or replacement as previously outlined by component) and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this warranty for extended additional services (On-site labor for example).

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Daktronics has standard payment terms for public entities is Net 30 with a purchase order for projects less than \$100,000. For projects over \$100,000 the terms are negotiable based on progress payments. Accepted payment methods include check, credit card, wire transfer or ACH.
54	Describe any leasing or financing options available for use by educational or governmental entities.	One of our leasing options is with Huntington Equipment Finance, the 5th largest bank-owned equipment financing company in the country. The partnership between Daktronics and Huntington provides opportunities for customers to spread the cost of LED displays through affordable payments. See Daktronics Leasing Solutions in the Additional Documents attachment for additional information on payment solutions.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Daktronics will provide order documents to participating Sourcewell members that includes a final equipment list, signature page, and order information page. There are links included on the order documents to our standard Warranty & Limitation of Liability, Terms & Conditions of Sales, and Software License Agreement. See Standard Transaction Document Sample attachment.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Daktronics accepts P-card procurement and payment process. There is an additional 3% surcharge for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is the product-category discounts method for product/services. Installation pricing is either flat rate or we utilize the standard RS Means method. We have included our pricelist which delineates our list price, our discounted to Sourcewell members and the Sourcewell member discounted price. See the Pricelist in the documents tab.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Daktronics is offering 10% minimum discount and this is reflected in the pricelist we have included in our response.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Periodically, for a short period of time, we may offer incentive programs for certain product lines. However, the majority of our projects are made to order, individually unique to each customer. We typically do not sell at high volumes; therefore, our pricing is extended to individual members regardless of volume.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a Sourcewell member is requesting a product or group of products that do not fall into a "standard" offering, Daktronics will utilize a custom quote for each such request, to provide a price based on cost plus a percentage equivalent to no less than what the price would be if it were a standard product in this contract.

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Daktronics takes great care to assure that projects are accurately priced and provide the best value to their customers. Through our quotes we remain transparent and clear what associated costs are to the project. Pricing is based on the customer's required project conditions and requirements. Our quotes delineate project specific items such as installation responsibilities, training, and estimated taxes when applicable.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Daktronics has shipping departments at each of our manufacturing facilities who work daily with our shipping companies. Our volume of shipments helps us secure competitive pricing on freight and shipping costs. We pass these savings on to our customers. It also provides us access to various modes of shipping with various companies that are best suited for the project and location. Freight is quoted based on the project (product dimensions and weight), customer preferences, location, and project conditions. In addition to freight or shipping cost, if there is additional delivery service or labor on-site needed along with associated travel expenses for these services, it will be delineated on the quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Being a global company, Daktronics is familiar with travel, freight, shipping and delivery methods and terms for geographies such as Alaska, Hawaii, Canada, and other offshore locations. We work with the customer to learn expectations for delivery schedule, method, and solution. Our quotes list the amount based on the outlined project conditions. We strive to meet customer's expectations, offer 3rd Party Bill freight method, and can coordinate with the customer to have their carrier pick up the freight at our loading docks.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Daktronics' longevity in the markets we serve provides us metrics and information to help us effectively forecast product demand and necessary inventory levels. We have developed stocking programs of our more popular products and review these programs regularly to provide short lead times of specific identified products. Especially relevant in the school market, we strive to have seasonal products, such as sport specific scoreboards, available to accommodate quick delivery requests during these peak times. With the broader adoption of shot clocks at the high school level we have shot clocks stocked for a more rapid delivery for these states that are adopting this program. We also have an e-commerce option to purchase shot clocks and are expanding the options available via this method. We offer a rapid delivery program that offers a two-week lead time for certain digital display products.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Daktronics has a dedicated Contract Coordinator specifically for Sourcewell to manage all aspects of our cooperative contract. The Contract Coordinator has been a part of Sourcewell since we began this contract in 2019 and manages everything from ensuring we abide by contract requirements, pricelist management, reporting, and paying administrative fees.</p> <p>Along with the Contract Coordinator, we have a dedicated team of quote specialists to complete all quoting and ordering of the products. There are procedures in place to ensure we are following contract requirements.</p> <p>Throughout the process of quoting, ordering, reporting and payment, we have multiple checkpoints. All Sourcewell orders are tracked through our quote to order process. We have carefully defined the processes and can support contractual agreements. Our ERP, CRM, Quoting and Reporting IT tools/systems provide us with accurate reporting and accurate pricing for customers.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Our IT systems include Power Business Intelligence (PBI) which allows us to track most every part of our business in real time. We have a specially developed platform to track our Sourcewell Contract results which is booked orders by geographic region and business unit. We also invest in Salesforce CRM. Every salesperson and sales manager has an individual license. Salesforce is the tool that we use to track Sourcewell Contract pipeline on an individual and category basis. All Regional Sales Leaders are responsible for annual growth plans for their region and their teams. This includes growth of the Sourcewell Contract on a regional and individual basis. We have used these methods for the lifetime of our current contract, and they work quite well. We plan on continuing these methods should be fortunate enough to be rewarded a new contract.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We propose the following fee structure paid to Sourcewell after we are paid in full for the project by the Sourcewell member:</p> <ul style="list-style-type: none"> - Projects with less than \$75,000 of invoiced value (product and services not including freight or taxes) - 2% of the total combined product and services amount. - Projects with \$75,000 or more of invoiced value (product and services not including freight or taxes) – 1% of the total combined product and services amount.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Daktronics offers Sourcewell members the most comprehensive selection of LED video, digital displays, and scoreboards available. We manufacture, deliver, and install all items listed in this bid category throughout the United States and Canada. Our solutions include as follows:</p> <p>Scoring - All scoring products for 17 sports are available in our proposal. This includes all portable products and stocked products for members that need quick delivery of product.</p> <p>LED Displays - All indoor and outdoor video displays for sports, education and government campus communication, aviation, military, parking, and mass transit locations are included in our proposal. Indoor and outdoor each have a wide range of pixel pitches and sizes to provide Sourcewell Members the ability to procure the exact product they desire. Indoor- 1.2mm, 1.5mm, 2.5mm, 2.9mm, 3.9mm and 5.9mm. Outdoor- 6mm, 8mm, 10mm, 13mm, 15mm, 16mm, 20mm and 66mm.</p> <p>Audio - Included in our proposal is all Daktronics standard audio products in addition to custom audio solutions to meet the specific needs of Sourcewell Members. Outdoor Product lines: SS2000, SS1500, SS500, SS200 and SSP100. Indoor product Lines: SS150, SS250 and SSP100.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our product offering includes all items requested in this RFP. Our line-card is comprised of the following product families, all of which include our dedicated control systems and software.</p> <ul style="list-style-type: none"> - Video Displays • Indoor Video Displays <ul style="list-style-type: none"> o Centerhung displays o Endwall displays o Lobby displays o Concourse displays o IPTV Displays o Club and suite displays o LED Scorers Tables o Stanchion displays • Outdoor Video Displays <ul style="list-style-type: none"> o Endzone Video Displays o Concourse video walls o Ribbon displays o Auxiliary displays o Field level displays - Scoreboards and timing systems • Aquatics/Nantorium • Football <ul style="list-style-type: none"> o Delay of game clocks • Tennis • Rodeo • Baseball <ul style="list-style-type: none"> o Pitch Timers • Softball • Hockey • Track • Curling • Basketball <ul style="list-style-type: none"> o Shot Clocks o Stats Displays • Lacrosse • Field Hockey • Soccer • Volleyball • Motorsports • Wrestling • Pari-mutuel • Cricket • Squash - Message Displays • Digital street furniture • Outdoor LED message displays <ul style="list-style-type: none"> o Text- Only Displays o Graphics and Animation Capable Displays o Galaxy® AF-6700 o Galaxy® AF-6800 - 4 mm Monochrome o Galaxy® GT6x - 8 mm Full-Color o Galaxy® GT6x - 10 mm Full-Color

- o Galaxy® GS6 - 15.85 mm Full-Color
- o Galaxy® GS6 - 15.85 mm Monochrome
- o Galaxy® GS6 - 19.8 mm Full-Color
- o Galaxy® GS6 - 19.8 mm Monochrome
- o Galaxy® eCCB - 19.8 mm Red
- o Cash/Credit Display
- Transportation Displays
 - Railway LED Displays
 - Bus Station LED Displays
- ITS (Intelligent Transportation Systems)
 - o Dynamic Message Signs
 - § Front Access Displays
 - § Walk-In Displays
 - § Lane Use Displays
 - § Travel Time/Toll Rate Displays
 - § Variable Speed Limit Displays
- Digital Billboards
 - Roadside Displays
 - o 11x22 Poster
 - o 10'6" x 36' Jr. Bulletin
 - o 14' x 48' Bulletin
 - o 20' x 60' Spectacular
- Space Availability Displays
- Audio Systems
 - Indoor Sound Systems
 - o Sportssound 150
 - o Sportssound 250
 - o Point source sound systems
 - o Custom Distributed sound systems
 - Outdoor Sound Systems
 - o Sportssound 200
 - o Sportssound 500HD
 - o Sportssound 1500HD
 - o Sportssound 2000HD
 - Portable Sports Sound Systems
 - o Sportssound SSP-100
- Out-of-Home Advertising Displays
- Digit and Price Displays
 - Petroleum Price Displays
 - Time & Temperature Displays
 - DataTime® DF-1012
 - Fuelight™ FL-3000
 - Fuelight™ FL-4500
 - Fuelight™ FLW-3000
- Indoor Dynamic Messaging Systems
- ITS Dynamic Message Signs (DMS)
 - Vanguard® VF-2020
 - Vanguard® VF-2120
 - Vanguard® VF-2420
 - Vanguard® VS6 Front Access - Louvered Face DMS
 - Vanguard® VM-1020
 - Vanguard® VS-5220
 - Vanguard® VX-2428 & VX-2420
- Software and Controllers
 - Dakstats Sports Software
 - Allsport Controller – Scoreboards and Timing System Control Console
 - Omni Sport Controller – Aquatics and Rodeo Timing and Scoring Console
 - Venus Control Suite
 - Show Control
 - Vanguard ITS Dynamic Message Signs
 - Fuel Link – Digit and Price Displays
 - DataTime – Time and Temperature Displays
 - Software & Controllers
 - All Sport 1600 Sport Controller
 - All Sport 5000 Sport Controller
 - All Sport 5100 Sport Controller

		<ul style="list-style-type: none"> • All Sport CG Sport Controller • Battery Pack Sport Controller Accessory • Carrying Case Sport Controller Accessory • Radio Option Sport Controller Accessory • DakStats Sport Software • DakTennis Sport Software • Daktronics Data Manager Sport Software • DM-100 Digit Software and Controller • MiLB Interface Sport Software • MLB Interface Sport Software • NBA Interface Sport Software • NFL Interface (GSIS) Sport Software • NHL Interface Sport Software • OmniSport Control Consoles Sport Timing Console • Price Control Digit Controller • Pro Diving Sport Software • Pro Swimming Sport Software • Pro Synchro Sport Software • RC-200 Console Sport Controller • SI-32 Message Center Controller • Show Control System Live Event Control System • SportsWire 4000 Sports Software • StatCrew Interfaces Sports Software • Vanguard® Auxiliary Panel DMS Controller • Vanguard® Equipment Cabinet DMS Control Cabinet • Vanguard® v4 DMS Control Software • Vanguard® VFC DMS Controller • Venus Control Suite Message Center Software • Venus Control Suite for Out of Home Digital Billboard Control Software
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
72	Digital Displays, LED Video displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
73	Video boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
74	Message centers, marquees, concourse displays, transportation displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category of products is part of our core product lineup and accounts for a high percentage of our business.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	<p>Daktronics engineers put as much craft and effort into testing their products as they do designing them. As part of a continuing tradition of excellence in communications technology, Daktronics has opened a state-of-the-art product reliability lab that uses the latest enhancements in environmental technology to test the limits of every Daktronics product, providing valuable feedback during the product development life cycle. Our dedicated product reliability technicians push each Daktronics product to its absolute performance limits, using their findings to implement continued product improvements. The lab illustrates the company's commitment to providing superior products that are built to last. *</p> <p>Examples of testing:</p> <ul style="list-style-type: none"> - Environmental Simulator: Display-level Environmental Testing - Salt Fog Chamber: Measuring Corrosive Effects of Salty Precipitation - Climate Chamber: Testing against Cold, Heat, & Humidity - Shaker Table: Vibration and Mechanical shock Testing - Thermal Shock Chamber: Prolonged Exposure to Extreme Temperature - Ingress Protection Validation: Water/Dust Environmental Testing <p>See Reliability Lab Brochure in the Additional Documents attachment.</p>
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	<p>Sourcewell members often require design-build services to successfully execute their projects that utilize our projects. In the design phase, we help members establish budget costs, and high-level project requirements in their conceptual planning and the schematic design phase of their projects. This includes conceptual renderings, proposal drawings, budgetary pricing, steel estimates and material take-offs. Then our teams develop submittal and progress drawing sets and assign a design team to develop stamped certified drawings that are ready submit for permitting. After the schematic design (SD), design development (DD) and construction documentation (CD) phases, we move into our build phase. This includes fabrication of their scoreboards/video displays/control systems, site mobilization, physical and electrical installation of their system, and finally handoff to our world-renowned customer service team.</p>
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	<p>The average school creates \$10,000-\$15,000 in sponsorship revenue. Schools that use Daktronics Sports Marketing (DSM) bring in \$40,000-\$50,000 in annual sponsorship revenue. DSM shall provide a dedicated team of experienced marketing professionals who will design a marketing plan and help manage sponsorship opportunities to generate revenue.</p> <p>Support package shall include:</p> <ol style="list-style-type: none"> 1. Facility Analysis – An experienced marketing team, working through established and proven systems, shall review your existing sponsorship inventory and scout community businesses to assess your facility's revenue potential. 2. Sales Training and Consultation – Based upon no less than 10 years of experience in the field, the team shall create a marketing campaign for the school. 3. School staff shall be trained to secure sponsors through a sponsor prospectus, social media ads, and animated design concepts. 4. The provided Marketing Team shall secure the logos, digital ads, and other assets needed for sponsorship. 5. The Marketing Team shall provide a website, game scripts, and ideas for building lasting partnerships with vendors, sponsors, advertisers.
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	<p>Daktronics digital displays often serve as an instant message center to the public, showcasing:</p> <ul style="list-style-type: none"> - IPAWS (Meteorological, Safety, Fire, Environmental, Transport) - AMBER Alerts <p>These emergency alert systems are integrated with our Venus Control Suite. The desired level of involvement is selected by turning on alerts and selecting time and frequency. Then, when there's an alert in the area, it automatically runs on the display(s).</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Thursday March 02, 2023 09:48:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday March 02, 2023 11:35:34
 - [Marketing Plan/Samples](#) - Table 7. Line Item 36. Sourcewell Flyer.pdf - Thursday March 02, 2023 10:05:31
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Line Item 46. Warranty Documents.pdf - Wednesday March 01, 2023 21:07:12
 - [Standard Transaction Document Samples](#) - Table 10. Line Item 55. Standard Transaction Document Sample.pdf - Wednesday March 01, 2023 21:09:42
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 02, 2023 09:53:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Coughlin, Sales Manager, Daktronics, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 030223-DAK**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcwell** and **Daktronics, Inc.** (Supplier).

Sourcwell awarded a contract to Supplier to provide Scoreboards, Digital Displays, and Video Boards with Related Services to Sourcwell and its Participating Entities, effective June 19, 2023, through May 25, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 6. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcwell

By: 
DocuSigned by:
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 8/16/2023 | 3:47 PM CDT

Approved:

By: 
DocuSigned by:
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 8/16/2023 | 3:53 PM CDT

Daktronics, Inc.

By: 
DocuSigned by:
36F9F2AF618D48E...
Tom Coughlin

Title: National Sales Manager

Date: 8/16/2023 | 2:52 PM CDT

EXHIBIT B



Daktronics #030223-DAK

Pricing for contract #030223-DAK offers Sourcewell participating agencies a minimum 10% off list price. This discount is reflected in the current available price file.