



Purchasing Division

## Invitation for Bid

IFB-4845-20-DH  
Grand Junction Convention Center Signs

### **Responses Due:**

November 19, 2020 prior to 3:00pm

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

## **Table of Contents**

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments

# **1. Instructions to Bidders**

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide new signs and installation for replacement of existing signs at Grand Junction Convention Center. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

## **IFB Questions:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2. **Non-mandatory Pre-Bid Meeting:** Prospective bidders are recommended to attend a non-mandatory pre-bid meeting on November 12<sup>th</sup> at 10:00am. Meeting location shall be in the Grand Junction Convention Center, located at 159 Main St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. **Submission:** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.

**1.7. Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

**1.8. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered

**1.9. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/> .

**1.10. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;

- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**1.11. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.

**1.12. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not

bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.

- 1.13. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.14. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.15. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.16. **Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.17. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.18. **Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall

not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

- 1.19. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## **2. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract

Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the



right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.11. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.12. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

**2.13. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

**2.14. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.

**2.15. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

THREE HUNDRED THOUSAND DOLLARS (\$300,000) each occurrence and  
THREE HUNDRED THOUSAND DOLLARS (\$300,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

THREE HUNDRED THOUSAND DOLLARS (\$300,000) each occurrence and  
THREE HUNDRED THOUSAND DOLLARS (\$300,000) aggregate

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its

officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.16. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.17. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.18. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.19. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.20. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work

acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.21. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.22. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.23. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All

such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.28. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.29. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.39. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.41. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.42. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.43. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;

- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

**2.45. Evaluation of Bids and Offerors:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.



By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

**2.46. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

**2.47. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.48. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**2.49. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.51. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.56.1.** "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

**2.57. Definitions:**

**2.57.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

**2.57.2.** "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.57.3.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative

### **3. Statement of Work**

**3.1. GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide new signs and installation for replacement of existing signs at Grand Junction Convention Center. All dimensions and scope of work should be verified by Bidders prior to submission of bids.

### 3.2. Specifications:

- 3.2.1. Install Daktronics Galaxy Outdoor Electronic Message Center – GS6 Series – 15.85mm RGB; 2V Interconnect Cable Length is 20 Feet. Model #: GS6-60X175-1585-RGB-2V (Sign provided by City)
- 3.2.2. **Main Entrance Sign:** Replace existing sign faces with new logo with a like size replacement (approx. 40" X 85") on new 3/16" plexiglass
- 3.2.3. **Main Street Sign:** Replace existing sign faces with new logo with a like size replacement (approx. 40" X 85") on new 3/16" plexiglass (Double Sided)
- 3.2.4. **2<sup>nd</sup> Street Sign:** Replace existing sign faces with new logo with a like size replacement on new 3/16" plexiglass (Single Sided)
- 3.2.5. Remove "Downtown Dining, Lodging, & Shopping Park" Sign

### 3.3. SPECIAL CONDITIONS & PROVISIONS:

**3.3.1 Non-mandatory Pre-Bid Meeting:** Prospective bidders are recommended to attend a non-mandatory pre-bid meeting on November 12th at 10:00am. Meeting location shall be in the Grand Junction Convention Center, located at 159 Main St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

#### 3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer  
City of Grand Junction  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Jim Stavast, who can be reached at (970) 244-1569. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
General Services Department, Facilities  
Attn: Jim Stavast, Project Manager  
333 West Avenue, Building B  
Grand Junction, CO 81501

**3.3.4 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.5 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.3.6 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.7 Time of Completion:** The scheduled time of Completion for the Project is December 30, 2020.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed.

**3.3.8 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All work shall be performed Monday – Friday, between the hours of 7:00 AM to 5:00 PM.

**3.3.9 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractor's expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

**3.3.10 City Furnished Materials:** The City will furnish the following materials for the Project:

- Daktronics Galaxy Outdoor Electronic Message Center – GS6 Series – 15.85mm RGB; 2V Interconnect Cable Length is 20 Feet. Model #: GS6-60X175-1585-RGB-2V

**3.3.11 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent and Project Manager employed by the City, only.

**3.3.12 Traffic Control:** If necessary, the Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.

**3.3.13 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

**3.4. Attachments:**

- Appendix A: Main Entrance Sign Picture
- Appendix B: Main Street Sign Picture
- Appendix C: 2<sup>nd</sup> Street Sign Picture
- Appendix D: Daktronics Sign Specifications

**3.5. Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **Manufacturer's (Daktronics) Certificate of Authorizing for Contractor**

**3.6. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	November 4, 2020
Non-mandatory Pre-Bid Meeting	November 12, 2020
Inquiry deadline, no questions after this date	November 13, 2020
Addendum Posted	November 16, 2020
Submittal deadline for proposals	November 19, 2020
Notice of Award & Contract execution	November 24, 2020
Insurance Cert due	November 30, 2020
Work begins no later than	December 2 , 2020
Final Completion	December 30, 2020
Holidays:	
Veteran's Day	November 11, 2020
Thanksgiving	November 26-27, 2020
Christmas	December 25, 2020

## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-4845-20-DH "Grand Junction Convention Center Signs"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PRICE BID SCHEDULE: IFB-4845-20-DH Grand Junction Convention Center Signs**

Item No.	Description	Qty	Units	Unit Price	Extended Price
1	Daktronics Galaxy Outdoor Electronic Message Center – GS6 Series – 15.85mm RGB; 2V Interconnect Cable Length is 20 Feet. Model #: GS6-60X175-1585-RGB-2V (Sign provided by City)	1	Each		
2	<b>Main Entrance Sign:</b> Replace existing sign faces with new logo on 3/16" plexiglass	1	Each		
3	<b>Main Street Sign:</b> Replace existing sign with new logo on 3/16" plexiglass sign face (Double Sided)	1	Each		
4	<b>2<sup>nd</sup> Street Sign:</b> Replace existing sign with new logo on 3/16" plexiglass sign face (Single Sided)	1	Each		
5	Remove "Downtown Dining, Lodging, & Shopping Park" sign	1	Each		
	TOTAL BID				

**Total Bid Price Written:**

\_\_\_\_\_

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_



The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

# Appendix A

## Main Entrance Sign Picture



# Appendix B

## Main Street Sign Picture





# Appendix C

## 2<sup>nd</sup> Street Sign Picture



## **Appendix D**

# **Daktronics Sign Specifications**

VERIFICATION FORM  
City of Grand Junction  
Daktronics GS6 LED Sign Submittal

Electronic Readerboard – GS6-60x175-15.85-RGB-2V

- Display Configuration: TWO-VIEW  
(Select One: Single-Face / Two-View)
- LED Digit Color: RGB FULL COLOR  
(Select One: Monochrome Red / Monochrome Amber / RGB Full Color)
- Communication Method: DAKTRONICS VERIZON CELLULAR  
(Select One: Ethernet Fiber Optic / Ethernet Cat5 / Ethernet Bridge Radio / Verizon Cellular)
- Venus Control Suite Account Form: Return with Reviewed Submittals  
(Forward to school district IT contact for completion)

Accepted without exception:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Please return via email to [scott.dieck@daktronics.com](mailto:scott.dieck@daktronics.com) or via fax at 605-697-4746.



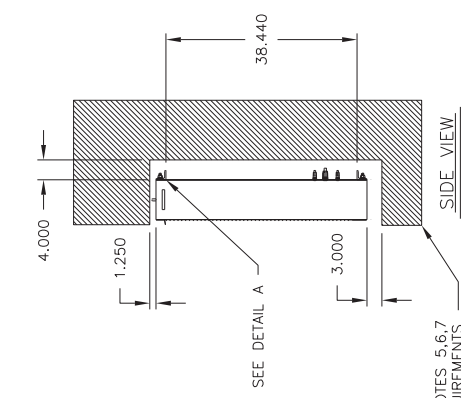




WESTERN COLO. AREA  
HEALTH EDUCATION  
CENTER  
DIABETES EXTRAVAGANZA  
SAT. OCTOBER 1ST

← *Downtown Dining  
Lodging & Shopping Park*

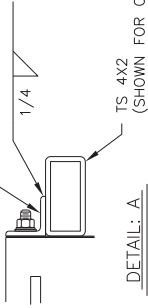




EYEBOLTS FACTORY INSTALLED BY DAKTRONICS TO ASSIST IN INSTALLATION. EYEBOLTS MAY BE REMOVED AND REPLACED WITH A 1/2-13 BOLT. IF REPLACED, HOLES MUST BE SEALED.

SEE DETAIL A

2X2X3/4 STEEL CLIP ANGLES BOLTED TO THE REAR OF DISPLAY WITH 1/2-13 QDS HARDWARE BY DAKTRONICS.



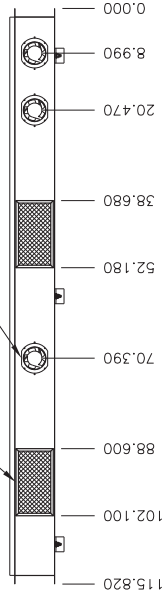
REFER TO NOTES 5,6,7 FOR CLEARANCE REQUIREMENTS.

FRONT VIEW

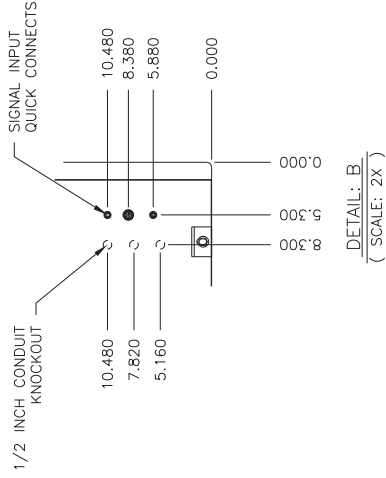
LIGHT SENSOR

FILTER

FAN



BOTTOM VIEW

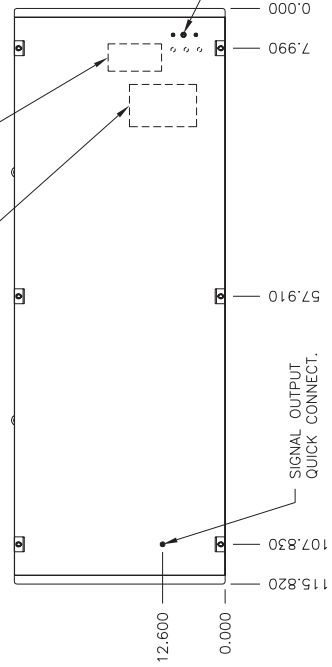


NOTES:

1. ALL DIMENSIONS ARE IN INCHES.
2. DISPLAY OF ALL ALUMINUM CONSTRUCTION.
3. DISPLAY CABINET COLOR IS FLAT BLACK.
4. FRONT ACCESS FOR SERVICE.
5. MINIMUM TOP CLEARANCE IS 1.25" TO ACCOMMODATE EYEBOLT.
6. MINIMUM REAR CLEARANCE 4.00" TO ACCOMMODATE QUICK CONNECT WIRING.
7. MINIMUM BOTTOM CLEARANCE IS 3.00" FOR FILTER REPLACEMENT.
8. THE DISPLAY IS BOTTOM VENTILATED. A MINIMUM OF 324 SQUARE INCHES OF OPEN AREA MUST BE PROVIDED AT BOTTOM OF DISPLAY NEAR FAN & FILTER ASSEMBLIES TO ACCOMMODATE VENTILATION.
9. 330 CUBIC FEET PER MINUTE OF FRESH AIR EXCHANGE MUST BE PROVIDED BY MEANS OF FORCED VENTILATION WHEN CABINET IS MOUNTED IN AN ENCLOSED STRUCTURE.
10. MAIN ELECTRICAL DISCONNECT TO BE FURNISHED BY CUSTOMER.
11. DAKTRONICS IS NOT RESPONSIBLE FOR MOUNTING HARDWARE.
12. CUSTOMER IS RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE STRUCTURE THE DISPLAY IS MOUNTED TO.
13. DO NOT MOUNT THROUGH THE CHANNEL IN THE FILTER AREA.
14. APPROXIMATE WEIGHT PER DISPLAY: 378 LBS.
15. POWER REQUIREMENTS: 971 WATTS; 8.10 AMPS @ 120VAC.

CONTROLLER/SIGNAL

POWER TERMINATION BOX



REAR VIEW

THE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY. DO NOT REPRODUCE BY ANY MEANS, INCLUDING ELECTRONICALLY WITHOUT THE EXPRESS WRITTEN CONSENT OF DAKTRONICS, INC. COPYRIGHT 2003 DAKTRONICS, INC.

DAKTRONICS, INC. BROOKINGS, SD 57006

PROJ: GALAXY AF-3150\_20MM

TITLE: SHOP DRAWING, AF-3150-48X144-20MM

DES: BY: MMAMMENGA DRAWN BY: RYOSS DATE: 13FEB03

REVISION

APPR. BY:

SCALE: 1=25

1289-E10B-183308

REV.	DATE	DESCRIPTION	BY	APPR.



# GALAXY® GS6 15.85 MM PRODUCT SPECIFICATIONS

The GS6 is the best full-feature, high-quality Galaxy series yet. This product provides users a display that runs outstanding graphics and animations using the best contrast in the industry. The 15.85 mm pixel pitch is the highest resolution 16 mm LED display in the industry.

## 15.85 MM TECHNICAL SPECIFICATIONS

**Character Height:**

4.4" (7 pixel font)

**Line Spacing:**

15.85 mm (0.62")

**Pixel Configuration:**

Monochrome: 1 red or 1 amber

RGB: 1 red, 1 green, 1 blue

**Maximum Brightness:**

Monochrome red: 4,500 nits

Monochrome amber: 6,000 nits

RGB: 12,000 nits

**Monochrome Color Capability:**

4,096 shades of red or amber

**Full Color Capability:**

RGB: 281 trillion colors

**Optimal Viewing Angle:**

140 degrees horizontal x 70 degrees vertical

**Readability Angle:**

160 degrees horizontal x 90 degrees vertical

**Min Viewing Distance:**

37'

## PRODUCT FEATURES

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than seven feet tall
- No spreader beam required for displays greater than seven feet tall
- Same module size and cabinet size for all pixel pitches
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders

## MODEL NUMBER GUIDE

GS6	-	100	x	250	-	15.85	-	RGB	-	SF
Series		Lines High		Columns Wide		Line Spacing		LED Color Red, Amber, or RGB		Single Face or Two View



## GS6 SERIES SPECIFICATIONS

**Estimated LED Lifetime:**

100,000+ hours

**Contrast Enhancement:**

Non-reflective black louvers and module face grooves disperse light

**Message Capability:**

Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes

**Control Software:**

Venus® Control Suite

**Power:**

120, 120/240 VAC Single Phase

**Display Dimming:**

64 levels (Automatic, scheduled or manual control)

**Communication Options:**

Ethernet Fiber Optic, Ethernet Bridge Radio, Remote Cellular, Ethernet CAT5

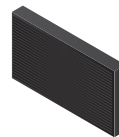
**Operating Temperature:**

-40°F to 120°F with 99% RH non-condensing

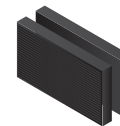
**Compliance Information:**

UL and cUL Listed, UL-Energy Verified, FCC compliance

## DISPLAY CONFIGURATIONS



**Single-face (SF)**  
Available in all sizes



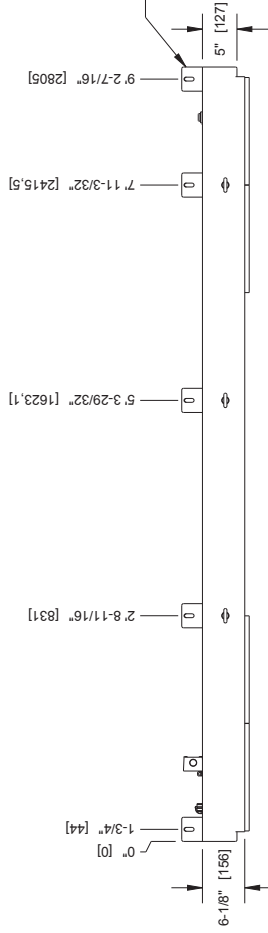
**Two-view (2V)**  
Available in all sizes

# GALAXY® GS6 15.85 MM PRODUCT SPECIFICATIONS

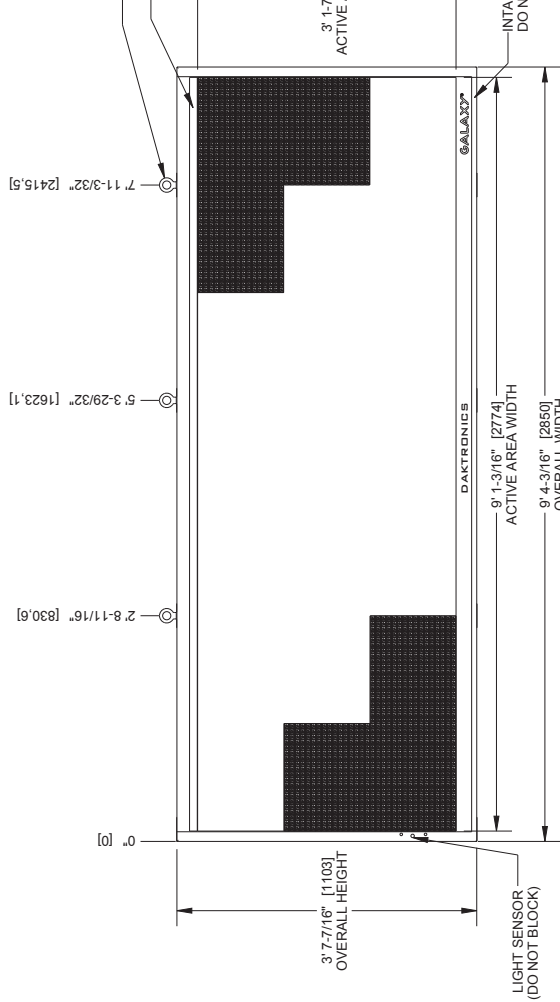
Lines x Columns	Sections/Ventilated	Cabinet Dimensions Feet-Inches H x W x D	Cabinet Dimensions Meters H x W x D	Cabinet Square Feet (Square Meters)	Active Area Square Feet (Square Meters)	Cabinet Weight Pounds (kilograms)	Lines/Characters per line	Character Height	Maximum Watts		
									Amber	Red	RGB
20x100	Sing/Ft	1'7" x 5'6" x 5"	0.47 x 1.67 x 0.13	8.4 (0.8)	5.5 (0.6)	65 (30)	2/20	4"-12"	230	230	305
20x125	Sing/Ft	1'7" x 6'9" x 5"	0.47 x 2.06 x 0.13	10.4 (1.0)	6.8 (0.8)	75 (35)	2/25	4"-12"	275	275	370
20x150	Sing/Ft	1'7" x 8'1" x 5"	0.47 x 2.46 x 0.13	12.4 (1.2)	8.2 (1.0)	90 (41)	2/30	4"-12"	320	320	345
20x175	Sing/Ft	1'7" x 9'5" x 5"	0.47 x 2.85 x 0.13	14.4 (1.3)	9.5 (1.1)	105 (48)	2/35	4"-12"	365	365	500
20x200	Sing/Ft	1'7" x 10'8" x 5"	0.47 x 3.25 x 0.13	16.4 (1.5)	10.9 (1.3)	120 (55)	2/40	4"-12"	405	405	565
20x225	Sing/Ft	1'7" x 12'0" x 5"	0.47 x 3.65 x 0.13	18.4 (1.7)	12.2 (1.4)	135 (62)	2/45	4"-12"	450	450	630
20x250	Sing/Ft	1'7" x 13'3" x 5"	0.47 x 4.04 x 0.13	20.4 (1.9)	13.6 (1.6)	150 (69)	2/50	4"-12"	495	495	695
20x275	Sing/Ft	1'7" x 14'7" x 5"	0.47 x 4.44 x 0.13	22.4 (2.1)	14.9 (1.8)	165 (75)	2/55	4"-12"	540	540	755
20x300	Sing/Ft	1'7" x 15'11" x 5"	0.47 x 4.84 x 0.13	24.4 (2.3)	16.3 (1.9)	180 (82)	2/60	4"-12"	585	585	820
20x325	Sing/Ft	1'7" x 17'2" x 5"	0.47 x 5.23 x 0.13	26.4 (2.5)	17.6 (2.1)	195 (89)	2/65	4"-12"	630	630	885
20x350	Sing/Ft	1'7" x 18'6" x 5"	0.47 x 5.63 x 0.13	28.4 (2.6)	19.0 (2.2)	205 (93)	2/70	4"-12"	675	675	950
20x375	Sing/Ft	1'7" x 19'9" x 5"	0.47 x 6.02 x 0.13	30.4 (2.8)	20.3 (2.4)	220 (100)	2/75	4"-12"	720	720	1015
20x400	Sing/Ft	1'7" x 21'1" x 5"	0.47 x 6.42 x 0.13	32.4 (3.0)	21.7 (2.6)	235 (107)	2/80	4"-12"	765	765	1080
20x425	Sing/Ft	1'7" x 22'5" x 5"	0.47 x 6.82 x 0.13	34.4 (3.2)	23.0 (2.7)	250 (114)	2/85	4"-12"	810	810	1145
20x450	Sing/Ft	1'7" x 23'8" x 5"	0.47 x 7.21 x 0.13	36.4 (3.4)	24.4 (2.9)	265 (121)	2/90	4"-12"	855	855	1205
20x475	Sing/Ft	1'7" x 25'0" x 5"	0.47 x 7.61 x 0.13	38.4 (3.6)	25.7 (3.0)	280 (128)	2/95	4"-12"	900	900	1270
20x500	Sing/Ft	1'7" x 26'3" x 5"	0.47 x 8.01 x 0.13	40.4 (3.8)	27.1 (3.2)	295 (134)	2/100	4"-12"	955	955	1335
40x75	Sing/Ft	2'7" x 4'2" x 5"	0.79 x 1.27 x 0.13	10.7 (1.0)	8.2 (0.8)	80 (37)	5/15	4"-24"	255	255	360
40x100	Sing/Ft	2'7" x 5'6" x 5"	0.79 x 1.67 x 0.13	14.1 (1.3)	10.9 (1.1)	105 (48)	5/20	4"-24"	305	305	465
40x125	Sing/Ft	2'7" x 6'9" x 5"	0.79 x 2.06 x 0.13	17.4 (1.6)	13.6 (1.4)	130 (59)	5/25	4"-24"	370	370	570
40x150	Sing/Ft	2'7" x 8'1" x 5"	0.79 x 2.46 x 0.13	20.8 (1.9)	16.3 (1.7)	150 (69)	5/30	4"-24"	435	435	670
40x175	Sing/Ft	2'7" x 9'5" x 5"	0.79 x 2.85 x 0.13	24.1 (2.3)	19.0 (2.0)	175 (80)	5/35	4"-24"	500	500	775
40x200	Sing/Ft	2'7" x 10'8" x 5"	0.79 x 3.25 x 0.13	27.5 (2.6)	21.7 (2.2)	200 (91)	5/40	4"-24"	565	565	880
40x225	Sing/Ft	2'7" x 12'0" x 5"	0.79 x 3.65 x 0.13	30.8 (2.9)	24.4 (2.5)	225 (103)	5/45	4"-24"	630	630	980
40x250	Sing/Ft	2'7" x 13'3" x 5"	0.79 x 4.04 x 0.13	34.2 (3.2)	27.1 (2.8)	250 (114)	5/50	4"-24"	695	695	1085
40x275	Sing/Ft	2'7" x 14'7" x 5"	0.79 x 4.44 x 0.13	37.5 (3.5)	29.8 (3.1)	275 (125)	5/55	4"-24"	755	755	1190
40x300	Sing/Ft	2'7" x 15'11" x 5"	0.79 x 4.84 x 0.13	40.9 (3.8)	32.5 (3.4)	295 (134)	5/60	4"-24"	820	820	1295
40x325	Sing/Ft	2'7" x 17'2" x 5"	0.79 x 5.23 x 0.13	44.2 (4.1)	35.2 (3.6)	320 (146)	5/65	4"-24"	885	885	1395
40x350	Sing/Ft	2'7" x 18'6" x 5"	0.79 x 5.63 x 0.13	47.6 (4.4)	37.9 (3.9)	345 (157)	5/70	4"-24"	950	950	1500
40x375	Sing/Ft	2'7" x 19'9" x 5"	0.79 x 6.02 x 0.13	51.0 (4.8)	40.6 (4.2)	370 (168)	5/75	4"-24"	1015	1015	1605
40x400	Sing/Ft	2'7" x 21'1" x 5"	0.79 x 6.42 x 0.13	54.3 (5.1)	43.3 (4.5)	395 (180)	5/80	4"-24"	1080	1080	1705
40x425	Sing/Ft	2'7" x 22'5" x 5"	0.79 x 6.82 x 0.13	57.7 (5.4)	46.0 (4.8)	420 (191)	5/85	4"-24"	1145	1145	1810
40x450	Sing/Ft	2'7" x 23'8" x 5"	0.79 x 7.21 x 0.13	61.0 (5.7)	48.7 (5.0)	440 (200)	5/90	4"-24"	1205	1205	1915
40x475	Sing/Ft	2'7" x 25'0" x 5"	0.79 x 7.61 x 0.13	64.4 (6.0)	51.4 (5.3)	465 (211)	5/95	4"-24"	1270	1270	2020
40x500	Sing/Ft	2'7" x 26'3" x 5"	0.79 x 8.01 x 0.13	67.7 (6.3)	54.1 (5.6)	490 (223)	5/100	4"-24"	1335	1335	2120
60x75	Sing/Ft	3'8" x 4'2" x 5"	1.11 x 1.27 x 0.13	15.0 (1.4)	12.2 (1.2)	110 (50)	7/15	4"-37"	300	300	480
60x100	Sing/Ft	3'8" x 5'6" x 5"	1.11 x 1.67 x 0.13	19.7 (1.9)	16.3 (1.6)	145 (66)	7/20	4"-37"	385	385	620
60x125	Sing/Ft	3'8" x 6'9" x 5"	1.11 x 2.06 x 0.13	24.4 (2.3)	20.3 (2.0)	180 (82)	7/25	4"-37"	470	470	765
60x150	Sing/Ft	3'8" x 8'1" x 5"	1.11 x 2.46 x 0.13	29.1 (2.7)	24.4 (2.4)	210 (96)	7/30	4"-37"	555	555	905
60x175	Sing/Ft	3'8" x 9'5" x 5"	1.11 x 2.85 x 0.13	33.8 (3.2)	28.4 (2.8)	245 (112)	7/35	4"-37"	640	640	1050
60x200	Sing/Ft	3'8" x 10'8" x 5"	1.11 x 3.25 x 0.13	38.6 (3.6)	32.5 (3.2)	280 (128)	7/40	4"-37"	720	720	1195
60x225	Sing/Ft	3'8" x 12'0" x 5"	1.11 x 3.65 x 0.13	43.3 (4.1)	36.6 (3.6)	315 (143)	7/45	4"-37"	805	805	1335
60x250	Sing/Ft	3'8" x 13'3" x 5"	1.11 x 4.04 x 0.13	48.0 (4.5)	40.6 (4.0)	350 (159)	7/50	4"-37"	890	890	1480
60x275	Sing/Ft	3'8" x 14'7" x 5"	1.11 x 4.44 x 0.13	52.7 (4.9)	44.7 (4.4)	380 (173)	7/55	4"-37"	975	975	1620
60x300	Sing/Ft	3'8" x 15'11" x 5"	1.11 x 4.84 x 0.13	57.4 (5.4)	48.7 (4.8)	415 (189)	7/60	4"-37"	1055	1055	1765
60x325	Sing/Ft	3'8" x 17'2" x 5"	1.11 x 5.23 x 0.13	62.1 (5.8)	52.8 (5.2)	450 (205)	7/65	4"-37"	1140	1140	1905
60x350	Sing/Ft	3'8" x 18'6" x 5"	1.11 x 5.63 x 0.13	66.8 (6.2)	56.8 (5.6)	485 (220)	7/70	4"-37"	1225	1225	2050
60x375	Sing/Ft	3'8" x 19'9" x 5"	1.11 x 6.02 x 0.13	71.5 (6.7)	60.9 (6.0)	515 (234)	7/75	4"-37"	1310	1310	2195
60x400	Sing/Ft	3'8" x 21'1" x 5"	1.11 x 6.42 x 0.13	76.2 (7.1)	64.9 (6.4)	550 (250)	7/80	4"-37"	1395	1395	2335
60x425	Sing/Ft	3'8" x 22'5" x 5"	1.11 x 6.82 x 0.13	80.9 (7.6)	69.0 (6.8)	585 (266)	7/85	4"-37"	1475	1475	2480
60x450	Sing/Ft	3'8" x 23'8" x 5"	1.11 x 7.21 x 0.13	85.6 (8.0)	73.1 (7.2)	620 (282)	7/90	4"-37"	1560	1560	2620
60x475	Sing/Ft	3'8" x 25'0" x 5"	1.11 x 7.61 x 0.13	90.3 (8.4)	77.1 (7.6)	655 (298)	7/95	4"-37"	1645	1645	2765
60x500	Sing/Ft	3'8" x 26'3" x 5"	1.11 x 8.01 x 0.13	95.0 (8.9)	81.2 (8.0)	685 (311)	7/100	4"-37"	1730	1730	2905
80x75	Sing/Ft	4'8" x 4'2" x 5"	1.43 x 1.27 x 0.13	19.3 (1.8)	16.3 (1.6)	140 (64)	10/15	4"-49"	360	360	595
80x100	Sing/Ft	4'8" x 5'6" x 5"	1.43 x 1.67 x 0.13	25.4 (2.4)	21.7 (2.1)	185 (84)	10/20	4"-49"	465	465	780
80x125	Sing/Ft	4'8" x 6'9" x 5"	1.43 x 2.06 x 0.13	31.5 (2.9)	27.1 (2.6)	230 (105)	10/25	4"-49"	570	570	960
80x150	Sing/Ft	4'8" x 8'1" x 5"	1.43 x 2.46 x 0.13	37.5 (3.5)	32.5 (3.1)	275 (125)	10/30	4"-49"	670	670	1145
80x175	Sing/Ft	4'8" x 9'5" x 5"	1.43 x 2.85 x 0.13	43.6 (4.1)	37.9 (3.6)	315 (143)	10/35	4"-49"	775	775	1325
80x200	Sing/Ft	4'8" x 10'8" x 5"	1.43 x 3.25 x 0.13	49.6 (4.6)	43.3 (4.2)	360 (164)	10/40	4"-49"	880	880	1505
80x225	Sing/Ft	4'8" x 12'0" x 5"	1.43 x 3.65 x 0.13	55.7 (5.2)	48.7 (4.7)	405 (184)	10/45	4"-49"	980	980	1690
80x250	Sing/Ft	4'8" x 13'3" x 5"	1.43 x 4.04 x 0.13	61.7 (5.8)	54.1 (5.2)	445 (202)	10/50	4"-49"	1085	1085	1870
80x275	Sing/Ft	4'8" x 14'7" x 5"	1.43 x 4.44 x 0.13	67.8 (6.3)	59.5 (5.7)	490 (223)	10/55	4"-49"	1190	1190	2055
80x300	Sing/Ft	4'8" x 15'11" x 5"	1.43 x 4.84 x 0.13	73.9 (6.9)	64.9 (6.2)	535 (243)	10/60	4"-49"	1295	1295	2235
80x325	Sing/Ft	4'8" x 17'2" x 5"	1.43 x 5.23 x 0.13	79.9 (7.5)	70.4 (6.8)	580 (264)	10/65	4"-49"	1395	1395	2420
80x350	Sing/Ft	4'8" x 18'6" x 5"	1.43 x 5.63 x 0.13	86.0 (8.1)	75.8 (7.3)	620 (282)	10/70	4"-49"	1500	1500	2600
80x375	Sing/Ft	4'8" x 19'9" x 5"	1.43 x 6.02 x 0.13	92.0 (8.6)	81.2 (7.8)	665 (302)	10/75	4"-49"	1605	1605	2780
80x400	Sing/Ft	4'8" x 21'1" x 5"	1.43 x 6.42 x 0.13	98.1 (9.2)	86.6 (8.3)	710 (323)	10/80	4"-49"	1705	1705	2965

per face

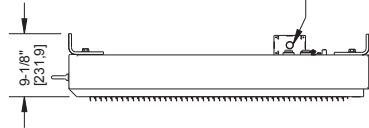
PIXELS HIGH (AAA)	PIXELS WIDE (BBB)	PIXEL SPACING (CC)
60	175	15.85mm
48	140	19.81mm
36	105	26.42mm



TOP VIEW



FRONT VIEW



RIGHT VIEW

#	DETAIL	DESCRIPTION
1	DISPLAY	GS6 - AAx4BB-CC (SEE CHART ON TOP LEFT)
2	LED COLOR	RED, AMBER, OR RGB
3	ACTIVE AREA	3' 1-7/16" [951] X 9' 4-3/16" [2774]
4	OVERALL SIZE	3' 7-7/16" [1103] X 9' 4-3/16" [2850]
5	CABINET	ALUMINUM & STEEL
6	VENTILATION FRONT	
7	ACCESS	SERVICE FROM FRONT OF DISPLAY
8	WEIGHT	244 LBS [111 KG] (APPROX.)
9	SHIPPING	SHIPPED AS A SINGLE UNIT
10	DIMENSIONS	FEET AND INCHES (MILLIMETERS)
11	PAINTED	SEMI-GLOSS BLACK

DESIGN WIND PRESSURE "P" (CASE A)	P <sub>w</sub> = 100 PSF (ASD)
STANDARD CODE	IBC 2006/ASCE7-05, IBC 2012/ASCE7-10
ALL CLIP ANGLES MUST BE USED TO MOUNT DISPLAY	

POWER RATING PER SINGLE FACE: FOR SIZING ELEC SERVICE MAX REQ'D SHOWN		
120VAC 1PH 50/60HZ (2 WIRES * GND) DOMESTIC	LINE 1 (AMPS)	2.66
240VAC 1PH 50/60HZ (4 WIRES * GND) INTERNATIONAL SPECIAL ORDER	LINE 1 (AMPS)	2.66
	LINE 2 (AMPS)	2.66
	LINE 3 (AMPS)	2.66
	LINE 4 (AMPS)	2.66
	LINE 5 (AMPS)	2.66
	LINE 6 (AMPS)	2.66
	LINE 7 (AMPS)	2.66
	LINE 8 (AMPS)	2.66
	LINE 9 (AMPS)	2.66
	LINE 10 (AMPS)	2.66
	LINE 11 (AMPS)	2.66
	LINE 12 (AMPS)	2.66
	LINE 13 (AMPS)	2.66
	LINE 14 (AMPS)	2.66
	LINE 15 (AMPS)	2.66
	LINE 16 (AMPS)	2.66
	LINE 17 (AMPS)	2.66
	LINE 18 (AMPS)	2.66
	LINE 19 (AMPS)	2.66
	LINE 20 (AMPS)	2.66
	LINE 21 (AMPS)	2.66
	LINE 22 (AMPS)	2.66
	LINE 23 (AMPS)	2.66
	LINE 24 (AMPS)	2.66
	LINE 25 (AMPS)	2.66
	LINE 26 (AMPS)	2.66
	LINE 27 (AMPS)	2.66
	LINE 28 (AMPS)	2.66
	LINE 29 (AMPS)	2.66
	LINE 30 (AMPS)	2.66
	LINE 31 (AMPS)	2.66
	LINE 32 (AMPS)	2.66
	LINE 33 (AMPS)	2.66
	LINE 34 (AMPS)	2.66
	LINE 35 (AMPS)	2.66
	LINE 36 (AMPS)	2.66
	LINE 37 (AMPS)	2.66
	LINE 38 (AMPS)	2.66
	LINE 39 (AMPS)	2.66
	LINE 40 (AMPS)	2.66
	LINE 41 (AMPS)	2.66
	LINE 42 (AMPS)	2.66
	LINE 43 (AMPS)	2.66
	LINE 44 (AMPS)	2.66
	LINE 45 (AMPS)	2.66
	LINE 46 (AMPS)	2.66
	LINE 47 (AMPS)	2.66
	LINE 48 (AMPS)	2.66
	LINE 49 (AMPS)	2.66
	LINE 50 (AMPS)	2.66
	LINE 51 (AMPS)	2.66
	LINE 52 (AMPS)	2.66
	LINE 53 (AMPS)	2.66
	LINE 54 (AMPS)	2.66
	LINE 55 (AMPS)	2.66
	LINE 56 (AMPS)	2.66
	LINE 57 (AMPS)	2.66
	LINE 58 (AMPS)	2.66
	LINE 59 (AMPS)	2.66
	LINE 60 (AMPS)	2.66
	LINE 61 (AMPS)	2.66
	LINE 62 (AMPS)	2.66
	LINE 63 (AMPS)	2.66
	LINE 64 (AMPS)	2.66
	LINE 65 (AMPS)	2.66
	LINE 66 (AMPS)	2.66
	LINE 67 (AMPS)	2.66
	LINE 68 (AMPS)	2.66
	LINE 69 (AMPS)	2.66
	LINE 70 (AMPS)	2.66
	LINE 71 (AMPS)	2.66
	LINE 72 (AMPS)	2.66
	LINE 73 (AMPS)	2.66
	LINE 74 (AMPS)	2.66
	LINE 75 (AMPS)	2.66
	LINE 76 (AMPS)	2.66
	LINE 77 (AMPS)	2.66
	LINE 78 (AMPS)	2.66
	LINE 79 (AMPS)	2.66
	LINE 80 (AMPS)	2.66
	LINE 81 (AMPS)	2.66
	LINE 82 (AMPS)	2.66
	LINE 83 (AMPS)	2.66
	LINE 84 (AMPS)	2.66
	LINE 85 (AMPS)	2.66
	LINE 86 (AMPS)	2.66
	LINE 87 (AMPS)	2.66
	LINE 88 (AMPS)	2.66
	LINE 89 (AMPS)	2.66
	LINE 90 (AMPS)	2.66
	LINE 91 (AMPS)	2.66
	LINE 92 (AMPS)	2.66
	LINE 93 (AMPS)	2.66
	LINE 94 (AMPS)	2.66
	LINE 95 (AMPS)	2.66
	LINE 96 (AMPS)	2.66
	LINE 97 (AMPS)	2.66
	LINE 98 (AMPS)	2.66
	LINE 99 (AMPS)	2.66
	LINE 100 (AMPS)	2.66

VENTILATION REQUIREMENTS

1 DISPLAY RELIES ON VENTILATION TO FUNCTION PROPERLY. INTAKES, LOCATED AT THE FRONT OF THE DISPLAY, MUST BE ABLE TO DRAW IN AIR AT A TEMPERATURE NO GREATER THAN 120° F.

2 IN ORDER TO ENSURE AMBIENT TEMPERATURE AIRFLOW IS MAINTAINED, THE INTAKE BEAM MUST BE MAINTAINED CLEAR OF THE DISPLAY MAY BE COVERED OR OBSTRUCTED IN ANY WAY.

- INSTALL NOTES
- IN ORDER TO PRESERVE THE STRUCTURAL INTEGRITY OF THE DISPLAY CABINET, THE 60° ANGLE BETWEEN THE CABINET AND THE LIFTEYES MUST BE MAINTAINED - USING A SPREADER BEAM IS SUGGESTED. ALL EYEBOLTS MUST BE USED WHEN LIFTING.
  - 1/2" LIFTEYES TO ASSIST WITH DISPLAY INSTALLATION. LIFTEYES MAY NOT BE USED FOR PERMANENT INSTALLATION. LIFTEYES MAY BE REMOVED.
  - MECHANICAL AND SIGNAL CONNECTIONS OCCUR EXTERNAL TO DISPLAY. CLIP ANGLE FOR MOUNTING. CLIP ANGLES CAN BE ADJUSTED VERTICALLY 1-3/16" AS NEEDED DURING INSTALLATION. CLIP ANGLE CAN BE WELDED OR BOLTED TO STRINGER. ALL CLIP ANGLE LOCATIONS MUST BE USED.
  - DAKTRONICS IS NOT RESPONSIBLE FOR THE MOUNTING HARDWARE OR THE INTEGRITY OF THE MOUNTING STRUCTURE.
  - DAKTRONICS IS NOT RESPONSIBLE FOR THE MOUNTING ELECTRICAL DISCONNECT. SEE POWER RATINGS ABOVE.
  - SEE DWG-03097583 FOR SIGNAL & MTG DETAILS

power per face

SEE INSTALL NOTE #7

SEE VENT NOTE #2.

SEE VENT NOTE #4.

SEE VENT NOTE #2.

SEE VENT NOTE #2.

DAKTRONICS

THIS DRAWING IS THE PROPERTY OF DAKTRONICS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF DAKTRONICS, INC. (DAKTRONICS, INC. IS A REGISTERED TRADEMARK OF DAKTRONICS, INC. IN THE U.S. AND OTHER COUNTRIES.)

PROJECT: GALAXY GS6 SERIES

TITLE: SHOP DWG, GS6-R, 3' 8" X 9' 5" (3X7 MODS)

DATE: 14-AUG-17

SCALE: 1/18

DESIGN: TWI/TEH

DRAWN: DOSTRAA

JOB NO. P1817

REV: 1 OF 1

SHEET: 1 OF 1

REV: 04

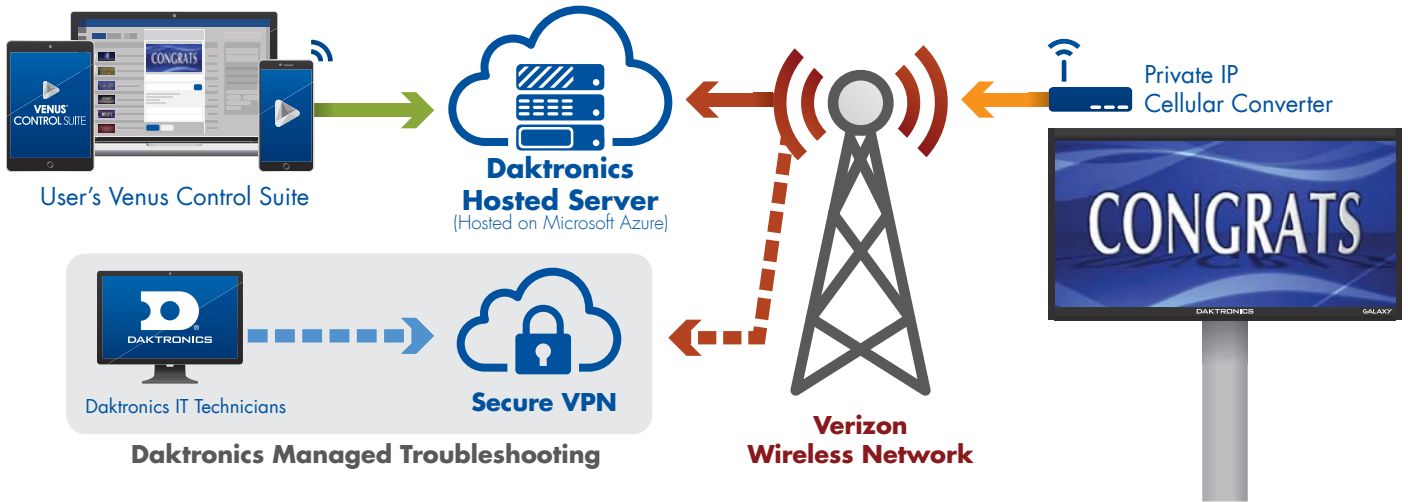
3111351

REV	DATE	BY	DESCRIPTION
00	16 AUG 2016		PER EC-2226: UPDATED DRAWING LAYOUT
01	09 MAY 16		UPDATED GALAXY LABEL
02	27 OCT 2015	T.J.W.	UPDATED 120240 LINE AMPS

# DAKTRONICS-VERIZON LIFETIME DATA CELLULAR COMMUNICATION

## KEEPS PRIVATE NETWORKS SAFE AND SAVES HOURS ONSITE

Daktronics offers you an affordable communication method for your Galaxy® GS6 or GT6 series displays and Venus® Control Suite(VCS) software. Not only does it last the life of the display, this cellular data plan offers highly secure data transmission.



### Verizon as a partner

Daktronics partnered with Verizon to provide a solution unmatched by any other LED sign manufacturer—the Daktronics-Verizon Lifetime Data Cellular Communication plan. Daktronics handles setup, and has the ability to provide Verizon network troubleshooting.

### Secure data transmission

Galaxy and video displays need an internet connection to reach the cloud-based control software with content and schedule updates. Customers worry about the security of these connections in this time of malware, viruses, spyware and worms.

This cellular plan blocks public internet traffic to reduce security risks. The private IP address keeps your modem and display isolated from the the public internet. Also, anyone who wants to control the display must have access to Venus Control Suite with username and password.

With this cellular communication plan, you will enjoy your LED sign without worrying about network intrusions. And remember, the one-time purchase of the plan eliminates renewal hassles, monthly fees, data limits and costly overage risks.

## DAKTRONICS-VERIZON 4G LIFETIME DATA CELLULAR SOLUTION PROVIDES:

### FEATURES

### BENEFITS

Independent display communication

Enjoy freedom from IT hassles or network security concerns. Simplified communication setup reduces installation effort and costs.

Daktronics data-pooled solution

We handle setup; no data throttling or costly overage risks.

Authorized Verizon data administration

Daktronics technical help desk has visibility to the Verizon network to monitor your modem.

More reliable than radio communication

More uptime and fewer service incidents.

Data for display's lifetime included in purchase

No renewal hassles or monthly fees.

Private network

Unavailable for public access.

4G data speed

Encrypted data, fast content transfers.

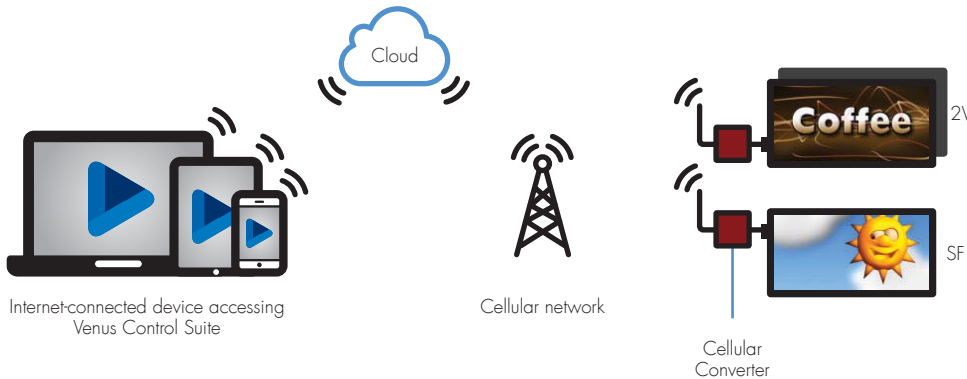
DAKTRONICS.COM SALES@DAKTRONICS.COM

201 Daktronics Drive PO Box 5128 Brookings, South Dakota 57006-5128  
1-800-DAKTRONICS 800-325-8766 605-692-0200 fax 605-697-4700  
DD3507890 22 April 2020



# CELLULAR COMMUNICATION PRODUCT SPECIFICATIONS

Cellular communication is an interface that allows a wireless connection from the display to the cloud via cellular data.



## When should cellular communication be used as a communication interface?

- › Provides an internet connection without a local network
- › When there's concern of adding the display to the customer's existing network
- › Use when there is not a Local Area Network or Internet connection available on site.

## ADVANTAGES

- › Avoid customer's network by having the display connect directly via cellular.
- › 4G LTE connectivity with fallback support to 3G
- › Support for most cellular service providers
- › Cellular Service plans available directly through Daktronics
- › Low profile, vandal resistant, omnidirectional antenna
- › Includes necessary power and signal cabling to mate with Daktronics Displays
- › 25' Cable for flexible mounting locations

## REQUIREMENTS

- › Cellular Service Coverage
- › Cellular Service Subscription
- › Mini SIM Card (2FF)

## TECHNICAL SPECIFICATIONS

### CELLULAR SUPPORT

#### Carrier Approvals:

Verizon, AT&T, Sprint, T-Mobile USA, US Cellular, Rogers, Bell, Telus

#### Radio Technologies:

GSM/GPRS/EDGE, EV-DO/CDMA, WCDMA, LTE B2,4,5,13,17,25

#### Radio:

Software defined radio with automatic network operator switching

#### SIM:

Dual SIM Interfaces (2FF)

### PHYSICAL INTERFACES/ PROPERTIES

#### Size:

9" H x 7" W x 3.75" D

#### Ethernet:

10/100/1000 Ethernet Interface (RJ45)

#### Antenna:

Low Profile (2.4"), multi-band, omnidirectional, NMO mount antenna

#### Power:

25' Signal & Power Cable

#### Operating Temperature:

-40C to 70C

### NETWORKING

#### LAN Support:

DNS, DHCP Server, VLAN

#### WAN Support:

Port Forwarding, Host Port Routing, Network Address Translation (NAT), Dynamic DNS

#### VPN Support:

IPsec, GRE, and OpenVPN Client

#### Security:

Remote Authentication (LDAP, RADIUS, TACACS+), DMZ, Port Filtering, Trusted IP, MAC Address Filtering, PCI Compatible

### CERTIFICATIONS

FCC, IC, PTCRB



# VENUS® CONTROL SUITE ACCOUNT FORM

To help us process your new Daktronics order, please fill out the blanks and confirm the data entered below. For detailed instructions on completing this form, refer to the steps at the bottom of this page.

**We must have this information to create a Venus account.**  
**Daktronics recommends two administrators for security purposes.**

- This is a new Venus account (Daktronics will create it and send the credentials).
- Please add users and display to an existing Venus account.

**\*Required (needed to create account)**  
**Primary Contact - Account Administrator**

\*Email   
 Name   
 Phone

**Recommended**  
**Second Contact - Account Administrator**

Email   
 Name   
 Phone

**If training is included, who should be contacted?**

- Primary Contact
- Second Contact
- Other (please enter email address below)

Displays on this order:

Display Location		Permit, Ordinances		Sign Size (Pixels)		Color Depth
Display (how you want them named in Venus) Example: 8 <sup>th</sup> St Display or Store #432	Time Zone	Animation allowed?	Hold time (seconds)	Lines (Height)	Columns (Width)	Full Color or Monochrome
1 <input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>	<input type="text" value="Yes"/>	<input type="text" value="10 Seconds"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>
2 <input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>	<input type="text" value="Yes"/>	<input type="text" value="10 Seconds"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>
3 <input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>	<input type="text" value="Yes"/>	<input type="text" value="10 Seconds"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>
4 <input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>	<input type="text" value="Yes"/>	<input type="text" value="10 Seconds"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="text" value="Choose One"/>

Note: Fields outlined in blue are for Daktronics use only.

Quote #  Submit with the order or fax: 605-692-0381 or email:

- 1. Venus Control Suite Software package:
- 2. Software training included?
- 3. Are any other options included?

**Step 1:** Complete the fields above **outlined in green**. The name(s) entered will be the account administrator(s), with authority to use the software, change settings, and create or delete users. **The Email field is required** and must be completed for the end user to operate the display and access free content and training. Any additional information you can provide will help ensure your account is configured correctly and provides the best possible new owner experience. Please confirm the information in the fields **outlined in blue** matches the information in your quote from Daktronics.

**Step 2:** We'll send an email from [SoftwareActivation@daktronics.com](mailto:SoftwareActivation@daktronics.com) with the user name and password to the new Venus Control Suite account. We'll also include a link to download the free media kit included with the account. If the order includes training, we'll contact the Account Administrator(s) to schedule it. Visit [www.daktronics.com/venuslearning](http://www.daktronics.com/venuslearning) for self-guided training videos and guides.



# DAKTRONICS WARRANTY

## CREATING LIFETIME CUSTOMER LOYALTY

We've recently noticed a wave of low-cost companies trying to drum up attention by promising bigger and longer warranties. Over the past 50 years, we've seen a lot of brokers posing as manufacturers break their promises to customers.

In contrast to these companies, Daktronics stands by our commitment. Don't fall for flashy promises that come up short on substance!



### 5-YEAR WARRANTY

Five-year parts coverage including exchange, replacement, or repair and return



### PARTS EXCHANGE

Most components shipped same day to reduce downtime



### PROTECTION PLANS

Multiple installation assurance and service plans available



### PARTS AVAILABILITY

Parts and support options guaranteed throughout the display's lifetime



### PERSONALIZED SERVICE

Access your personalized customer portal to initiate service, check parts status and more



### EXTENDED WARRANTY

Additional extended warranty options available throughout your display's lifetime

## UNPRECEDENTED WARRANTY IN THE INDUSTRY

LED sign owners need a high-quality warranty to protect their investments. Learn more about ours—it's unlike any other on the market.

1. Our honest, helpful, and humble values ensure that we stand by our promises. We're committed to our customers for life. We don't offer a flashy warranty and then attempt to skimp on follow-through or utilize loopholes to reduce our costs. In fact, we often assist above and beyond what the warranty requires.
2. Our warranty services are provided by our factory-trained regional employees and representatives located across the U.S. and Canada. We don't complicate the process by farming the warranty out to a third-party administrator or low-bid servicer. There is no finger pointing when an issue arises.
3. We have no parts exclusions on any of our message center products. If we provided it, we warranty it.
4. Customer support during the first few months of display ownership is critical to maximize the impact the LED sign has on their business. Research tells us roughly 16 percent of failures in LED signs occur within the first 60 days. For these reasons, we don't limit or exclude our coverages during the first 90 days, unlike other manufacturers.
5. Daktronics is a stable, publicly traded company, celebrating 50 years in business. We have been listed on Forbes Most Trustworthy Companies for 6 years running for our financial transparency and ethical business dealings. We don't need an insurance company administrator to ensure customers will get support throughout the life of their display – Daktronics is here to stay.
6. We believe the relationship between sign company and end user is important. We empower our sign company partners by offering technician trainings throughout the year to help limit issues due to improper installation. We also offer installation support services to ensure the installation goes smoothly. We want to prevent issues, not just cut costs when they arise.

We design, manufacture and support everything we sell using our own resources we've built over 5 decades. You only need one contact for everything: us. **Can other LED manufacturers offer you that?**

# DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the “Warranty”) sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser and End User agree to be bound by and accept these terms and conditions. Unless otherwise defined herein, all terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

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

## 1. Warranty Coverage.

- A. Daktronics warrants to the original end user (the “End User”, which may also be the Purchaser) that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of one (1) year (the “Warranty Period”). The Warranty Period shall commence on the earlier of: (i) four weeks from the date that the Equipment leaves Daktronics’ facility; or (ii) Substantial Completion as defined herein. The Warranty Period shall expire on the first anniversary of the commencement date.  
  
“Substantial Completion” means the operational availability of the Equipment to the End User in accordance with the Equipment’s specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment
- B. Daktronics’ obligation under this Warranty is limited to, at Daktronics’ option, replacing or repairing, any Equipment or part thereof that is found by Daktronics not to conform to the Equipment’s specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement. This Warranty does not include on-site labor charges to remove or install these components. Daktronics may, at its option, provide on-site warranty service. Daktronics shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by Daktronics.
- C. Daktronics shall pay ground transportation charges for the return of any defective component of the Equipment. All such items shall be shipped by End User DDP Daktronics designated facility per Incoterms® 2020. If returned Equipment is repaired or replaced under the terms of this Warranty, Daktronics will prepay ground transportation charges back to End User and shall ship such items DDP End User’s designated facility per Incoterms® 2020; otherwise, End User shall pay transportation charges to return the Equipment back to the End User and such Equipment shall be shipped Ex Works Daktronics designated facility per Incoterms® 2020. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. End User shall pay any upgraded or expedited transportation charges
- D. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend the Warranty Period.
- E. Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a “Defect” shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, “Defects” are defined as LED pixels that cease to emit light. Unless otherwise expressly provided, this Warranty does not impose any duty or liability upon Daktronics for partial LED pixel degradation. Notwithstanding the foregoing, in no event does this Warranty include LED pixel degradation caused by UV light. This Warranty does not provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OR QUALITY OF DATA. OTHER ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DAKTRONICS, ITS AGENTS OR EMPLOYEES, SHALL NOT CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

## 2. Exclusion from Warranty Coverage

This Warranty does not impose any duty or liability upon Daktronics for any:

- A. damage occurring at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Daktronics for repair or replacement, End User assumes all risk of loss or damage, agrees to use any shipping containers that might be provided by Daktronics, and to ship the Equipment in the manner prescribed by Daktronics;
- B. damage caused by: (i) the improper handling, installation, adjustment, use, repair, or service of the Equipment, or (ii) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes;





# DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections, provided that such damage is not caused by personnel of Daktronics or its authorized repair agents;

- C. damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse; (ii) improper power including, without limitation, a failure or sudden surge of electrical power; (iii) improper air conditioning, humidity control, or other environmental conditions outside of the Equipment's technical specifications such as extreme temperatures, corrosives and metallic pollutants; or (iv) any other cause other than ordinary use;
- D. damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance, or any other cause beyond Daktronics' reasonable control;
- E. failure to adjust, repair or replace any item of Equipment if it would be impractical for Daktronics personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Daktronics, or the existence of general environmental conditions at the site that pose a danger to Daktronics personnel;
- F. statements made about the product by any salesperson, dealer, distributor or agent, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by End User and are not part of the contract of sale;
- G. damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics;
- H. replenishment of spare parts. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment, and as such, the replenishment of the spare parts package is not included in the scope of this Warranty;
- I. security or functionality of the End User's network or systems, or anti-virus software updates;
- J. performance of preventive maintenance;
- K. third-party systems and other ancillary equipment, including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, batteries and LCD screens;
- L. incorporation of accessories, attachments, software or other devices not furnished by Daktronics; or
- M. paint or refinishing the Equipment or furnishing material for this purpose.

### 3. Limitation of Liability

- A. Daktronics shall be under no obligation to furnish continued service under this Warranty if alterations are made to the Equipment without the prior written approval of Daktronics.
- B. It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any claims asserting or based on (a) loss of use of the facility or equipment; lost business, revenues, or profits; loss of goodwill; failure or increased cost of operations; loss, damage or corruption of data; loss resulting from system or service failure, malfunction, incompatibility, or breaches in system security; or (b) any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, injury to property or any damages or sums paid to third parties, even if Daktronics has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise
- C. In no event shall Daktronics be liable for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the Purchase Price of the Equipment. The End User's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.

### 4. Assignment of Rights

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

### 5. Governing Law; Election of Remedies

- A. The rights and obligations of the parties under this Warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. The parties consent to the application of the laws of the State of South Dakota to govern, interpret, and enforce each of the parties' rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.
- B. Any dispute, controversy or claim arising from or related to this Warranty, the parties shall first attempt to settle through negotiations. In the event that no resolution is reached, then such dispute, controversy, or claim shall be resolved by final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration

# DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

shall be English. The place of the arbitration shall be Sioux Falls, SD. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. The arbitrator shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The arbitrator shall make its decisions in accordance with applicable law. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitrator shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitrator's orders to that effect.

## 6. Availability of Extended Service Agreement

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

### Additional Terms applicable to sales outside of the United States

The following additional terms apply **only** where the installation site of the Equipment is located outside of the United States of America.

1. In the event that the installation site of the Equipment is in a country other than the U.S.A., then, notwithstanding Section 5 of the Warranty, where the selling entity is the entity listed in Column 1, then the governing law of this Warranty is the law of the jurisdiction listed in the corresponding row in Column 2 without regard to its conflict of law principles. Furthermore, if the selling entity is an entity listed in Column 1, then the place of arbitration is listed in the corresponding row in Column 3.

Column 1 (Selling Entity)	Column 2 (Governing Law)	Column 3 (Location of Arbitration)
Daktronics, Inc.	The state of Illinois	Chicago, IL, U.S.A.
Daktronics Canada, Inc.	The Province of Ontario, Canada	Toronto, Ontario, Canada
Daktronics UK Ltd.	England and Wales	Bristol, UK
Daktronics GmbH	The Federal Republic of Germany	Wiesbaden, Germany
Daktronics Hong Kong Limited	Hong Kong, Special Administrative Region of the P.R.C.	Hong Kong SAR
Daktronics Shanghai Co., Ltd.	The Peoples Republic of China	Shanghai, P.R.C.
Daktronics France, SARL	France	Paris, France
Daktronics Japan, Inc.	Japan	Tokyo, Japan
Daktronics International Limited	Macau, Special Administrative Region of the P.R.C.	Macau SAR
Daktronics Australia Pad Ltd	Australia	Sydney, Australia
Daktronics Singapore Pte. Ltd	Singapore	Singapore
Daktronics Brazil LTDA	Brazil	São Paulo, Brazil
Daktronics Spain S.L.U.	Spain	Madrid, Spain
Daktronics Belgium N. V	Belgium	Kruikeke, Belgium
Daktronics Ireland Co. Ltd.	Ireland	Dublin, Ireland