

REQUEST FOR PROPOSALS:

Scoreboards, Digital Displays, and Signage with
Related Services

RFP #:

COG-2162

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:

November 8, 2024

SECTION TWO:

Proposal Submission Documents, Technical Proposal,
Cost Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☐ Proposal Form 1: Technical Proposal

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☐ Proposal Form 2: Cost Proposal

OTHER REQUIRED PROPOSAL FORMS:

- ☐ Proposal Form 3: Diversity Vendor Certification Participation
- ☐ Proposal Form 4: Certifications and Licenses
- ☐ Proposal Form 5: Unresolved Findings for Recovery
- ☐ Proposal Form 6: Mandatory Disclosures
- ☐ Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- ☐ Proposal Form 8: Mandatory Supplier & Proposal Certifications
- ☐ Proposal Form 9: Clean Air Act & Clean Water Act
- ☐ Proposal Form 10: Debarment Notice
- ☐ Proposal Form 11: Lobbying Certification
- ☐ Proposal Form 12: Contractor Certification Requirements
- ☐ Proposal Form 13: Boycott Certification
- ☐ Proposal Form 14 Federal Funds Certification Form
- ☐ Proposal Form 15 FEMA Funding Requirements Certification Form
- ☐ Proposal Form 16: Arizona Contractor Requirements
- ☐ Proposal Form 17: New Jersey Requirements
- ☐ Proposal Form 18: General Terms and Conditions Acceptance Form
- ☐ Proposal Form 19: Equalis Group Administration Agreement Declaration
- ☐ Proposal Form 20: Master Agreement Signature Form

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Brady Signs	
1.1.2. Corporate Street Address:	1721 Hancock St. Sandusky, OH 44870	
1.1.3. Website:	www.bradysigns.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Brady Signs was formally incorporated on June 16 th , 1997. However, our history as a sign company really started with the purchase of another small local sign company in the early 1970's. The sign company was born out of Brady Electric Inc. which was established by Herb Brady in 1949.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Ryan Brady
	Title:	President
	Phone:	419-656
	E-Mail Address:	ryan@bradysigns.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
	Phone:	Click or tap here to enter text.
	E-Mail Address:	Click or tap here to enter text.

1.2. Financial Strength & Legal Considerations

1.2.1. <i>Financial Strength.</i> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.	Please find the past three years of financial statements in supplemental proposal information.
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<p>Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	
<p>1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Does not apply.</p>
<p>1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Does not apply.</p>
<p>1.3. Industry Qualifications</p>	
<p>1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Brady Signs is a full-service design build sign company. In the digital sign and scoreboard arena we would be considered a dealer/reseller. However we also a design build sign contractor including field installation.</p>
<p>1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>Please find manufacturer authorization letters from both Watchfire and Daktronics certifying Brady Signs ability to offer these specific product prices shown.</p>
<p>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7</u></p>	<p>Our organization (Brady Signs) will serve a single point of sale for this contract award. We do own a second sign company in the Toledo area (National Illumination & Sign) that is a division of Brady Signs and would also leverage this contract as well allowing us to cover most of Northern Ohio between Toledo and Cleveland.</p>

<p>- Dealer, Distributor and Reseller Authorization Form.</p>	
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Does not apply.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>We have been selling traditional signage for the entire history of our company. Our history of selling digital signage goes back three decades. Scoreboards would be the lowest volume area but have done more of this business in the last five years due to our strong relationships with Daktronics and Watchfire.</p>
<p>1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Our current geographics reach is primarily in the Northern half of Ohio – Toledo to Cleveland – as well as Southwest Michigan and Northeast Indiana with our second branch.</p>
<p>1.3.7. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1.3.8. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your</p>	<p>Our field installers hold various certifications related to welding, crane operation and aerial device use. Brady Signs pays for and encourages all field employees to gain certifications that relate directly to our line of work.</p>

response in <u>Proposal Form 5 - Certifications and Licenses.</u>	
1.4. Public Sector Experience	
1.4.1. <i>Public Sector Cooperative Contracts.</i> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	We do not hold any contracts currently. However, we have had success as in partnership with Watchfire in utilizing their existing contract COG-2103B as an authorized dealer once we learned of its existence.
1.4.2. <i>Education Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	Total dollar amount sold to educational institutions in the past year is \$377k which equates to 8% of annual revenue.
1.4.3. <i>Government Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	Total dollar amount sold to local governments in the past year is \$365k which equates to 7.7% of annual revenue.
1.4.4. <i>Customer References.</i> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: <ol style="list-style-type: none"> Customer contact person and their title, telephone number, and email address; A brief description of the products and services provided by your company; Customer relationship starting and ending dates; and, 	<ol style="list-style-type: none"> Perkins Local Schools – a. Greg Linkenbach, Head of Facilities, 419.621.2053, glinkenbach@perkinsschools.org – b. Digital signs, exterior and interior static signs of all kinds. – c. Relationship started around 2018 and they remain a current recurring customer – d. We advocated and they did use the existing Watchfire/Equalis contract for the project to pass by the traditional RFP process so they could work with Brady Signs. City of Avon – a. Duane Streator, Public Safety Service Director, 440.934.1211, dstreator@cityofavon.com – b. Freestanding monument signs with Watchfire digital signs as well as static lit cabinets, brick bases and design, install services. c. Relationship started around 2016 and they remain a current recurring customer – d. We advocated and they did use the existing Watchfire/Equalis contract for the project to pass by the

<p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>	<p>traditional RFP process so they could work with Brady Signs.</p> <p>3) Elyria Catholic Schools – a. Annie Heidersbach, Superintendent, 440.230.8601, heidersbach@elyriacatholic.com – b. Digital sign out by road, digital scoreboard at football stadium, donor signage on the football press box and other traditional static signage including permitting, engineering and installation. – c. Relationship started around 2020 and they remain a current recurring customer.</p> <p>4) City of Mayfield Heights – a. Sean Ward, Directory of Recreation, 440.442.2627, seanward@mayfieldheights.org – b. Digital monument sign including brick base and dimensional letters, interior ADA and wayfinding signs and many other sign types we designed, manufactured and installed for their new Aquatic Center. – c. Relationship started around 2022 and they remain a current recurring customer – d. We advocated and they did use the existing Watchfire/Equalis contract for the project to pass by the traditional RFP process so they could work with Brady Signs.</p> <p>5) Port Clinton Schools – a. Rick Dominick, Athletic Director, 419.734.2147, rdominick@pccsd-k12.net – b. Provided and Installed multiple scoreboards at various outdoor athletic fields. Also have serviced their existing digital marquee sign in front of the high school. C. Relationship started around 2023 and they remain a current recurring customer.</p>
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to products, services, differentiators, manufacturing</p>	<p>Our offering includes product lines and pricing from three sign of our most valued and utilized manufacturers in Watchfire, Daktronics and Gemini. We would pair their manufacturing capabilities across a wide array of product categories and Brady Signs expertise in design, permitting, engineering, installation and service to provide a comprehensive turnkey option for clients.</p> <p>Below is a list of base product offerings we will include from our three core manufacturing partners:</p>
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capabilities & advantages, quality control, software & controls, integration capabilities, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Watchfire Product/Service Offerings

- A. Electronic Message Centers (EMCs) - Customizable LED displays for advertising, public information, and branding. Available in full-color RGB and monochrome options for indoor or outdoor use.
- B. Digital/Virtual Scoreboards - LED scoreboards with real-time data integration, high-visibility displays, and sponsor advertisement capabilities. Available for outdoor and indoor applications.
- C. Fixed Digital Scoreboards for various sport and multi-sport applications.
- D. Static Sponsor Panels and Decorative Arched Truss Elements for Fixed Digit Scoreboard add-on applications
- E. Cloud-Based Control system via Ignite OPx software for remote management of digital content.
- F. Other miscellaneous product offerings including but not limited to Audio Systems and Video Production Packages.
- G. Other miscellaneous service offerings including but not limited to project management, design build services, install, training and content creation services.
- H. WARRANTY: Watchfire offers a 5 year warranty for most of their standard products.

Daktronics Product/Service Offerings

- I. Electronic Message Centers (EMCs) - Customizable LED displays for advertising, public information, and branding. Available in full-color RGB and monochrome options for indoor or outdoor use. The Galaxy series is listed on our price sheet. Additional sizes and resolutions are available.
- J. Digital/Virtual Scoreboards - LED scoreboards with real-time data integration, high-visibility displays, and sponsor advertisement capabilities. Available for outdoor and indoor applications.
- K. Fixed Digital Scoreboards for various sport and multi-sport applications.
- L. Cloud-Based Control system via Venus Control Suite software for remote management of digital content.
- M. WARRANTY: Daktronics offers a 5 year warranty for most of their standard products. Extended warranties up to 10 years are also available on most products.

	<p>Gemini Product Offerings</p> <ul style="list-style-type: none"> A. Dimensional Letters and Logos – Flat cut out logo and letters from sheet aluminum and acrylic in various thicknesses and finish options. B. Cast Metal Letters - Bronze, stainless steel and aluminum letters with multiple finish options C. Fabricated Metal and Acrylic Letters D. Illuminated Letters – Various face lit and halo-lit, UL listed, letter style options. E. Architectural plaques – custom bronze or aluminum plaques for a wide array of applications. F. WARRANTY: Many of Gemini’s products come with their limited lifetime warranty guarantee. Lighted letters carry a more nuanced warranty relative to the lighting components used. <p>Brady Signs Product/Service Offerings</p> <ul style="list-style-type: none"> A. Design – Staff has the ability to custom design any type or style of project. B. Permit Procurement – Staff has the experience and relationships to aid in permitting of sign projects. C. Engineering – Provide stamped engineered drawings relative to attachment detail as well as footing and structure design for all projects as needed. D. Project Management – In-house Team that keeps projects moving and customers updated on timelines. E. Installation – Multiple lead installers and high-rise cranes and other equipment to take on even the most challenging installs. F. Service – Also service existing signs including maintenance and LED retrofits. G. WARRANTY: Brady Signs carries a standard 1 year workmanship warranty from the date of install on all projects.
<p>2.1.2. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract’s participating agencies.</p>	<p>Brady Signs is a custom design build sign company. We have been fortunate to work on some really unique projects over the years and have the capability and experience to execute the most custom complex projects brought to us.</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for</p>	<p>As outlined in 2.1.2 we are custom design build sign company so most of the projects we work on are likely considered open market products. In regards</p>

<p>Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventory products.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>to custom fabrication we do very minimal production in house. Rather we partner with wholesale only fabricators that build to our design specifications. With this model we would propose obtaining three quotes from specialty fabricators for this specific style or type of sign and then adding a markup of 30% to this cost. If the product is one from Daktronics, Watchfire or Gemini but not a part of our product list offered we would ask they apply basics of standard costs to a request that is custom design build.</p>
<p>2.1.4. <i>Warranty.</i> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <i>Attachment B – Cost Proposal.</i></p>	<p>These warranty related items were touched on in item 2.1.1. Additional detail on these warranties will also be included as an attachment under Supplemental Proposal Information.</p>
<h3><u>3. Business Operations</u></h3>	
<h4>3.1. Customer Service</h4>	
<p>3.1.1. <i>Customer Service Department.</i> Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Our company has two locations that house both of our sign company operations – one in Sandusky, OH and another in Toledo, OH. As it relates to customer service both our sales and operations teams engage with customers on a daily basis. There are currently 5 total team members who would fill this roll. Hours of operation are standard Monday thru Friday from 8AM to 5PM. At both of our locations the operations manager wears a dual hat as the service manager for any calls that come in of that nature.</p>
<h4>3.2. Customer Set Up; Order & Invoice Processing; Payment</h4>	
<p>3.2.1. <i>Proposal Development, Order, and Invoice Process.</i> Describe your company’s proposal development, order, and invoice process.</p>	<p>Our company develops proposals within a custom excel based spreadsheet where we fill in customer and project information as required. Once a project is approved a custom work order with unique job ID number is developed within Quickbooks. This follows around the project until it is time to invoice it</p>

	at completion. Invoicing is also done in Quickbooks and emailed or mailed to the customer.
3.2.2. Financing. Does your company offer any financing services? If yes, describe the financing options available to Members.	We do not offer financing services internally. However, we have utilized third-party equipment financing companies specific to the purchasing of signs on previous projects. Brady Signs plays no role in this process other than introducing the financing company to the sign buyer. Brady signs receives no compensation in this arrangement it is just a means to an end.
3.3. Bonding Capabilities	
3.3.1. Bonding. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.	It is rare we get a bond request for projects anymore but in past cases where it was required we have not had any issue with getting one from our insurance carrier.
4. PRICING	
4.1. Cost Proposal	
4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	The pricing being offered is considered a not to exceed list price on the products from Watchfire, Daktronics and Gemini. Watchfire and Daktronics both utilize an in-house quoting system that generates a list price for each product upon time of quote request by dealer partners like Brady Signs. Gemini provides its dealers with a suggest sale price for all standard projects. For these standard product offerings we are discounting pricing for this contract off list price. We would be more than willing to be transparent with Equalis Group in any audit scenario to assure contract pricing compliance.
4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Public sector agencies would have the option to receive project specific quotes directly from either of our three core manufacturers to ensure contract pricing is favorable in comparison to standard list price.


<p>4.1.3. <i>Cost Proposal Value.</i> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <hr/> <p>Click or tap here to enter text.</p>
<p>4.1.4. <i>Additional Savings.</i> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>None at this time. However, if large quantities of any specific product were being considered a conversation between Brady Signs management and any of our three manufacturing partners could be had in an effort to find volume discounts in this potential situation.</p>
<p>4.1.5. <i>Cost of Shipping.</i> Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.</p>	<p>For Daktronics and Watchfire freight and shipping on product to us is calculated on mileage to jobsite multiplied by a shipping rate. This is generally known to us at the time of project quote. Gemini on the other hand guarantees ground freight on orders based upon total order value. We will include this freight table as part of our Supplemental Proposal Information submittals. The exception to this rule for Gemini are items that are oversized and require special packaging and logistical arrangements.</p>
<p>4.1.6. <i>Pricing Open Market or Sourced Goods.</i> If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>As outlined in 2.1.2 we are custom design build sign company so most of the projects we work on are likely considered open market products. In regards to custom fabrication we do very minimal production in house. Rather we partner with wholesale only fabricators that build to our design specifications. With this model we would propose obtaining three quotes from specialty fabricators for this specific style or type of sign and then adding a markup of 30% to this cost. If the product is one from Daktronics, Watchfire or Gemini but not a part of our product list offered we would ask they apply basics of standard costs to a request that is custom design build.</p>
<p>4.1.7. <i>Total Cost of Acquisition.</i> Identify any components from the total cost of acquisition that are <i>NOT</i> included in the Cost Proposal. This would include all additional charges that are not directly</p>	<p>None at this time. These additional ancillary services will be listed on a per hour cost basis on the contract pricing sheet.</p>

<p>identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.</p>	
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Respondent Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> Executive Contact Contract Manager Sales Leader Reporting Contact Marketing Contact. <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>1. Ryan Brady 2. Ryan Brady 3. Ryan Brady 4. Deb Voight (Controller) 5. Ali Brady (Director of Marketing)</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>We have three key sales staff members related to new products sales. Ryan Brady and Nathan Glass out of our Sandusky office and Neil Jeakle in our Toledo office. These three in-house individuals account for nearly \$5m in revenue per year. Our geographic territory is the Northern half of Ohio stretching from Toledo to Cleveland along the lake and as far south as Ashland, Mansfield and Findlay. From Toledo we also service Southwest Michigan and Northeast Indiana. For many of our larger clients that have a regional presence in Ohio and beyond we supply signage and leverage our install network of other sign company's all across the country to install product on our behalf.</p>
<h3>5.2. Contract Implementation Strategy & Expectations</h3>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>Considering that we sold nearly \$750k of project to local schools and governments in the past year based on referrals, reputation and minimal external marketing if awarded this contract we would use that same number as a conservative baseline. We added Ali Brady, our Director of Marketing a few months</p>

	<p>ago and she has major untapped potential for company that traditionally has spent very little time and effort on marketing. Combining her skills with a collective marketing effort to our target audience in addition to industry referral and reputational opportunities has the makings of a partnership that has significant revenue growth potential. The ability to be a true turnkey signage provider from design to install for a large array of signage should also allow us to capture more revenue per each opportunity. Not having our hands tied by having to have digital signage in the project to leverage Watchfire's existing Equalis Group contract should also mean more opportunities as well.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>Brady Signs vision is to leverage the Equalis contract to become a leading provider of signage solutions for the public sector, ensuring top-tier quality and exceptional service that are current client base knows us for. Over the next five years, we aim to strategically expand our market presence, establish long-term partnerships, and deliver sustainable growth through this partnership. Below, we outline our strategy:</p> <p>1. Targeted Geographic and Vertical Markets</p> <p>We plan to focus on geographic regions with significant public sector activity, most notably local municipalities and educational institutions. We have also found a lot of success in selling signage to public libraries over the past few years. Specifically:</p> <p>Year 1 – 2: Concentrate efforts in regions where Equalis is most active, including metropolitan areas in our existing service area as well as underserved rural regions within Northern Ohio, Southwest Michigan and Northeast Indiana.</p> <p>Year 3 – 5: Potentially expand to additional states and territories, leveraging the success of initial implementations as case studies to attract mor business.</p> <p>2. Acquiring New Business and Retaining Existing Customers</p> <p>Acquisition Strategy:</p> <p>Direct Outreach: Launch a targeted campaign to identify and engage public sector clients eligible to use Equalis contracts. The low hanging fruit here</p>

	<p>would be our existing or past customers but this would also apply to current non-Brady Signs customers as well.</p> <p>Trade Shows and Events: Actively participate in public sector expos and industry specific events to connect with potentially customers.</p> <p>Case Studies: Highlight completed projects under the Equalis contract to demonstrate expertise and reliability.</p> <p>Customer Testimonials: Spend time to procure testimonials from customers that speak to the immense value Brady Signs and Equalis offer.</p> <p>Retention Strategy:</p> <p>Customer Success Program: Assign account managers to regularly interact with existing clients to ensure satisfaction and identify opportunities for additional services.</p> <p>3. Deployment with Sales Team</p> <p>Training Program: Conduct comprehensive Equalis contract training for our sales team in the first 30 days of contract award to increase awareness and usage.</p> <p>Promote Continual Education: Provide ongoing education on updates, market trends and compliance requirements related to public sector procurement.</p> <p>4. Marketing the Equalis Contract</p> <p>Digital and Physical Strategies:</p> <p>Website Deployment: Add a dedicated Equalis contract page to our website within 60 days of award, featuring contract benefits, FAQs, and a customer inquiry portal.</p> <p>Social Media and Email Campaigns: Launch targeted campaigns to educate potential clients about the Equalis contract. Also promote success stories and completed projects via LinkedIn and other platforms where we know customers and opportunities exist.</p>
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	<p>Print and Media Ads: Consider placing ads in trade publications and local government bulletins to increase awareness.</p> <p>Partnerships & Networking: Collaborate with Equalis to host webinars or workshops on contract benefits and implementation for prospective members.</p> <p>5. Timeframe for Implementation</p> <p>Months 1-6: Establish internal processes and educate our sales, operations and customer support teams on the Equalis contract framework.</p> <p>Months 6-12: Execute marketing campaigns as outlined in point 4 above and actively pursue projects in our existing primary geographic service area.</p> <p>Months 24-60: Expand into additional regions and vertical markets that make strategic sense, refine customer acquisition strategies based on prior results and maintain strong retention programs for recurring revenue opportunities from existing public sector clients.</p> <p>By adhering to this plan framework or a similar version of it with expertise and buy-in from Equalis, this will ensure the awarded contract becomes a significant part of our long-term growth strategy while delivering consistent performance and value to our public sector members.</p>
5.2.3. <i>Sales Objectives</i> . What are your top line sales objectives in each of the five (5) years if awarded this contract?	Year 1: \$750k Year 2: \$1M Year 3: 1.5M Year 4: \$2M Year 5: \$2.5M - We believe these numbers to be conservative in nature.
6. <u>ADMIN FEE & REPORTING</u>	
6.1. <i>Administration Fee & Reporting</i>	

<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Yes we would be able to handle the requested reporting requirement.</p>
<p>6.1.3. <i>Self-Audit.</i> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>On the front end proper training and understanding of the program by the sales staff will be key. As an additional potential safeguard the contract manager, Ryan Brady, would review all contract related project proposals prior to our sales team sending them to members. From there the contract manager would also work closely with our controller to ensure compliance with the contract is being maintained on a monthly basis for Sales & Administrative Fee reporting.</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as Attachment B and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in Section 5 – Cost Proposal & Pricing.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in Section 6.2 - Evaluation and Scoring of Proposals.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

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PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

We do not have any specific certifications to note. We are registered and licensed in many municipalities across Ohio and Michigan to perform sign project related work.

We also have multiple sign installers who have been specifically trained by Watchfire to install and service their product at Watchfire University. This is not a formal certification but does give our install team an advantage in terms of product familiarity in the field.

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

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PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. None exist.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. None exist.

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PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- ☐ Yes
- ☐ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Does not apply to us as Brady Signs is not a supplier with a dealer/reseller network that we make products available through.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Ryan Brady, hereby certify and affirm that Brady Signs, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Ryan Brady, hereby certify and affirm that Brady Signs, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Ryan Brady, hereby certify and affirm that Brady Signs, is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Ryan Brady, hereby certify and affirm that Brady Signs either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.


I, Ryan Brady, hereby affirm that this proposal accurately represents the capabilities and qualifications of Brady Signs, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this

CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized
signature:



Printed Name: Ryan Brady

Company Name: Brady Signs

1721 Hancock St. Sandusky, OH

Mailing Address: 44870


Email Address: Ryan@bradysigns.com

Job Title: President

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PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	<u>Ryan Brady</u>
Mailing Address:	<u>1721 Hancock St. Sandusky, OH</u> <u>44870</u>
Signature	 <u></u>
Title of Signatory:	<u>President</u>

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PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: _____



Date: _____

12/12/14

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PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: 
Date: 12/12/14

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PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? Yes
(RWB)

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PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? Yes
(RWB)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the

termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? Yes
(RWB)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? Yes
(RWB)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? Yes
(RWB)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? Yes
(RWB)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? Yes
(RWB)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? Yes
(RWB)

8. *Debarment and Suspension*

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? Yes
(RWB)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? Yes
(RWB)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing

an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? Yes
(RWB)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? Yes
(RWB)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? Yes
(RWB)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? Yes
(RWB)

14. *General Compliance and Cooperation with Members*

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? Yes
(RWB)

15. *Applicability to Subcontractors*

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? Yes
(RWB)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name: Ryan Brady
Company Name: Brady Signs
Mailing Address: 1721 Hancock St. Sandusky, OH 44870
Job Title: President

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? Yes
(RWB)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? Yes
(RWB)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? Yes
(RWB)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? Yes
(RWB)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? Yes
(RWB)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? Yes
(RWB)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? Yes
(RWB)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? Yes
(RWB)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? Yes
(RWB)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name: Ryan Brady

Company Name: Brady Signs

Mailing Address: 1721 Hancock St. Sandusky, OH 44870

Job Title:

President

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

Date: [Click or tap here to enter text.](#)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: [Click or tap here to enter text.](#)

Street: [Click or tap here to enter text.](#)

City, State, Zip Code: [Click or tap here to enter text.](#)

Complete as appropriate:

I, [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, [Click or tap here to enter text.](#), a partner in [Click or tap here to enter text.](#), do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, [Click or tap here to enter text.](#), an authorized representative [Click or tap here to enter text.](#), a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: _____

Date: [Click or tap here to enter text.](#)

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: Enter Respondent Name

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title, of the firm of Insert company name, the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized
signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip
Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized

Signature: _____

Title of Signatory: Click or tap here to enter text.

Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or

sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

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PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____. (Notary Public)	_____ (Affiant) _____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- ☒ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement.**
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED
WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.
RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED
UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Brady Signs
Address	1721 Hancock St
City/State/Zip	Sandusky, Ohio 44870
Phone Number	419-626-5112
Email Address	ryan@bradysigns.com
Printed Name	Ryan Brady
Job Title	President
Authorized Signature	

Initial Term of the Master Agreement

Contract Effective Date:	March 1, 2025
Contract Expiration Date:	February 28, 2029
Contract Number:	

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments,
Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5540 Granite Parkway, Suite 200
Plano, Texas 75024

By: _____

By: _____

Name: Franklyn A. Corlett
As: CCOG Board President
Date: _____

Name: Eric Merkle
As: EVP, Procurement & Operations
Date: _____

To: Ryan Brady
Re: Brady Sign Co
1721 Hancock Street
Sandusky, OH 44870-4109

This letter is to confirm that Brady Sign Company out of Sandusky, OH is an authorized Watchfire dealer and reseller of our products.

Sincerely

Tyler Kuemmerle
Sports & Indoor Sales Operations Manager
Tyler.kuemmerle@watchfire.com
Cell - 217.304.1749



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

December 10, 2024

RE: Manufacturer Authorization Letter

Daktronics, Inc. authorizes Brady Signs to sell Daktronics equipment listed in the pricelist through The Cooperative Council of Governments on behalf of Equalis Group (RFP #COG-2162).

Tom Coughlin
Sales Manager
Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006

GUARANTEED GROUND FREIGHT*

How to calculate freight and all additional charges

Gemini's Guaranteed Ground Freight schedule is a one-rate freight charge that includes all freight and handling for a single order. Please ask a customer service representative if you have any questions. Unless you are subject to a local tax, this is the total amount that will be added to your bill to deliver Gemini products to your door. Sales tax may apply when shipping to the following US states: CA, MN, IA, NV, TX, VA & WA.

Gemini only has UPS scheduled pick-ups. An additional day will be added to the delivery date when a specified carrier pick-up is requested due to their requiring a one day advance notice prior to shipment.

If you decide not to use Gemini's Guaranteed Ground Freight, your own UPS account will be used for all UPS shipments.

Total Order Value	Updated Guaranteed Ground Freight
Up to \$25	\$14.99
\$25.01 - \$50.00	\$17.99
\$50.01 - \$150.00	\$25.99
\$150.01 - \$300.00	\$38.99
\$300.01 - \$450.00	\$50.99
\$450.01 - \$800.00	\$69.99
\$800.01 - \$1,200.00	\$90.99
\$1,200.01 - \$1,600.00	\$110.99
\$1,600.01 - \$2,000.00	\$135.99
\$2,000.01 - \$3,500.00	\$200.99
\$3,500.01 - \$5,000.00	\$290.99
\$5,000.01 - \$7,500.00	\$355.99
Over \$7,500	\$380.99

* Excludes products with any dimension 80" or greater

Expedited Freight

Expedited freight is also available but is billed at normal published rates from the point of origin of the Gemini manufacturing location to your delivery destination. Freight estimates are available by contacting Gemini's customer service at 1-800-LETTERS (538-8377).

Oversize Packaging

Several items in the catalog are noted to be oversized. These items may require special packaging or incur oversize surcharges when shipped via UPS or via truck. Special truck freight requirements, such as lift gates, may also incur additional freight surcharges above the guaranteed ground freight rates.

Letters and Logos Warranty

Is there a warranty on letters and logos?



Gemini guarantees all products for life with our Lifetime Guarantee. If any Gemini-manufactured letter or logo fades, breaks, or contains any defect, we will refinish or replace the defective materials at no cost. Products must be installed in their original location for our Lifetime Guarantee to apply.

Tip: All letters and logos will require maintenance to retain their original luster. [Refer to our cleaning guide to learn more.](#)

Warning: Neither seller nor manufacturer shall be liable for any injury, loss, or damage, director, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his or her intended use and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be altered except by an agreement signed by officers of seller and manufacturer.

Illuminated Letters and Logos Warranty

Is there a warranty on illuminated letters and logos?



Gemini's illuminated signs come with a five-year warranty on all UL-Certified LED lights and power supplies.

If any Gemini-manufactured letter or logo fades, breaks, or contains any defect, we will refinish or replace the defective materials at no cost.

Products must be installed in their original location for our Lifetime Guarantee to apply.

Tip: All letters and logos will require some maintenance to retain their original luster.
[View our cleaning guide to learn more.](#)

Warning: Neither seller nor manufacturer shall be liable for any injury, loss, or damage, director, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his or her intended use and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be altered except by an agreement signed by officers of seller and manufacturer.

Warranties on plaques and plates provide varying coverage depending on the installation environment. Refer to the corresponding plaques or plates for warranty information.

Cast, Precision Tooled, and Etched Plaques

Cast, precision tooled, or etched plaques not installed in or parallel to the ground are covered under Gemini's Lifetime warranty. Gemini's Lifetime warranty means that if any Gemini-produced product fades, breaks, or contains any defect, we will refinish or replace the defective materials at no cost to you, as long as they are installed in their original location.



Cast, precision tooled, or etched plaques that are installed in the ground or run parallel to the ground are not under warranty.

Stucco Installations

Plaques installed to stucco require studs and spacers with a minimum standoff of ¼ inch. There is no warranty for plaques installed directly to stucco without the standoff. The chemicals from the stucco can create a reaction that will damage the clear coat and metal finish of the plaque.



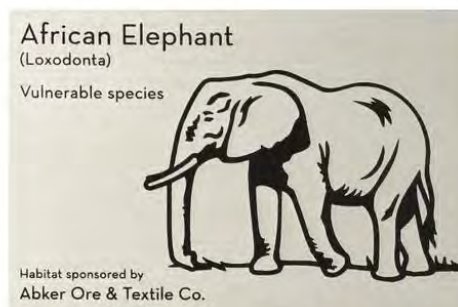
Bronze Memorial Plaques


We guarantee our products for material for the life of the memorial. This means that if any Gemini-produced product fades, breaks, or contains any defect, we will refinish or replace the defective materials at no cost to you, as long as they are installed in their original location.

Ground installation finishes are guaranteed for one year from the installation date.

Thin Gauge Plates

Interior thin gauge plates are covered under Gemini's lifetime warranty. Limited plate products may be used for exterior applications, such as DuraLuxe. Plates can withstand different environments; however, it is not recommended for environments commonly exposed to chemicals or abrasives.



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Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change without notice. All transactions for all products sold by Watchfire Signs, LLC ("Watchfire") are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements. Such Terms of Sale, the quotation from Watchfire to the applicable purchaser ("Buyer"), and Buyer's purchase order accepted by Watchfire collectively comprise the "Agreement." In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to a quotation or purchase order which is executed by each of Watchfire and Buyer; (ii) second, Watchfire's quotation; (iii) third, these Terms of Sale; (iv) fourth, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the Software (as defined below)); and (v) lastly, Buyer's purchase order accepted by Watchfire. For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchaser order.

Quotations. Quotations shall be valid for no more than forty-five (45) days from their date, unless otherwise stated in the quotations. All quotations are subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the products or services supplied by Watchfire (the "System") after acceptance of a quotation are valid only when accepted in writing and signed by both Watchfire and Buyer.


Terms of Payment. Upon Buyer's acceptance of a System quotation, Buyer shall make a non-refundable minimum deposit of one-half of the aggregate purchase price (collectively, the "System Price"). The System Price shall include applicable taxes, crating, transportation, delivery charges, and any other related expenses. The remaining balance of the System Price must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System, which are solely the responsibility of Buyer. Any System delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. Watchfire shall have the right to terminate the contract with respect to Buyer's order for the System and retain the non-refundable deposit in the event Buyer does not pay in full the remaining balance of the System Price and associated expenses and confirm readiness to accept delivery within six (6) months after completion of the System. Buyer's failure to comply with all Terms of Payment may result in suspension of System access, which may not be restored until Terms of Payment are fulfilled. Upon an event of default by the customer to make payment by the due dates specified in the Terms of Sale or otherwise agreed between Watchfire and the customer, Watchfire may, in its sole and absolute discretion, but in lieu of any remedies otherwise available: (a) suspend its performance as it relates to any obligations benefiting the defaulting party until such default is cured; (b) recover fees and costs from any down payment available to Watchfire, (c) pursue monetary damages as permitted by law, (d) or restrict the defaulting party(s) access to Watchfire software. The remedies set forth herein are cumulative and not exclusive of each other.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than thirty (30) days from the date of completion. Title and risk of loss of the System shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than thirty (30) days and a storage fee of \$500 per month thereafter will be assessed to Buyer. If Buyer elects to pick up the System at Watchfire's facility, title and risk of loss of the System shall automatically pass to Buyer once the System is completed by Watchfire and a storage of \$500 per month thereafter will be assessed to Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt of delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. These fees will be invoiced to Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargoes, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures,

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instability and unavailability of the Internet, and acts of God, etc. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to cover the effect of such delay.

Intellectual Property. Watchfire shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that equipment furnished by Watchfire as part of the System constitutes an infringement of any copyright, trademark or patent of the United States as of the time of shipment by Watchfire. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.


License for Software Use and Warranty. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software (the "License"). "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. The License covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. The License terminates upon any breach by Buyer or its permitted assignee of these Terms of Sale or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Excluding third party software, Watchfire warrants that, for a period of sixty (60) days after shipment by Watchfire: (i) the media (if any) on which Software is provided shall be free from material defects; and (ii) Software substantially conforms to the documentation that accompanies it. The foregoing warranties are the sole and exclusive warranties provided by Watchfire with respect to the Software. The Software is copyrighted by Watchfire and Buyer shall not permit the Software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software are completely error-free, will operate without interruption or are compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein and exceptions set forth in an applicable quotation, Watchfire warrants the System (other than the Software, described above) against material defects in material and workmanship for the following durations: (i) five (5) years from the date of shipment from Watchfire's facility with respect to equipment manufactured by Watchfire. Notwithstanding anything to the contrary, the warranty with respect to equipment sold by Watchfire and manufactured by third parties shall be subject only to the terms of the applicable manufacturer's warranty and Watchfire disclaims any additional warranty with respect thereto. For equipment manufactured by Watchfire, Watchfire's only obligation and liability is to repair or provide replacement parts (at its option) for those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). For purposes of clarity, Watchfire is not responsible for the labor to remove or install repaired or replaced parts. Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to or incorporated in the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER.** Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement.

WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. Significant surge protection is included in the sign equipment included in the System. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Failure to comply with the requirements set forth in the applicable installation or operating manual will result in the warranties**

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associated with the System being void. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the remainder of the same sixty (60) day warranty applicable to the Software and the media (if any) on which Software is provided. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including the System Price. Buyer shall contact the Watchfire's Helpdesk for warranty service. Items determined defective by Watchfire will be replaced at Watchfire's option with new or like-new parts. No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Buyer must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired or replaced items and updates to the Software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall be responsible and pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: (i) the device may not cause harmful interference; and (ii) the device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to the device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference during the System warranty period as the result of the operation of the System in accordance with Watchfire's operating instructions, Watchfire shall provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to Buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the System warranty period, then multiplying the result by the months remaining in the System warranty period. Partial months are rounded to the nearest whole month.

Indemnification. BUYER SHALL, AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM.

Exclusions. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING THESE TERMS OF SALE) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE. The warranties in these Terms of Service or elsewhere in the Agreement do not apply if the System or Software is damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement (including these Terms of Sale). Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the agreement with respect to the System or the License. If any sample or model was shown to Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and does not represent that the System and Software will necessarily conform to the sample or model.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.

Miscellaneous. Should any part of these Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. These Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating in any way to the Agreement (including these Terms of Sale) shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.



Ryan Brady
Brady Sign Co.
1721 Hancock St.
Sandusky, OH 44870

December 12, 2024

This letter confirms that Brady Sign Company is an authorized reseller of Gemini core sign products.

Regards,

Gary Harder
Director of Business Development

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



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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	Kruikebe, Belgium
Daktronics Ireland Co. Ltd.	Ireland	Dublin, Ireland