



**CONTRACT PROJECT ENGINEER**

GENEVA NICHOLLS

Office (918) 259-7000 X 5436

[GNICHOLLS@BROKENARROWOK.GOV](mailto:GNICHOLLS@BROKENARROWOK.GOV)

6/8/2016

Date Due: 6/13/2016

Time Due: 1:00 P.M.

**QUOTE**

**Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.**

All items must be quoted FOB - 1700 W. Detroit, Broken Arrow OK 74012					
	QTY	UNIT	Description	Unit Price	Total
1	1	EA	ELECTRONIC CHANGEABLE MARGUER: Remove existing double-	25875	25875
2			faced sign cabinet and manufacture and install new 8'H X 10'W		
3			double-faced cabinet with electronic changeable marquee. New ID		
4			portion to be 3'H x 10'W, illuminated with LED's and new faces. Final		
5			graphics TBD.		
6			This sign should also feature a DAKTRONIC (or approved equal)		
7			electronic changeable copy board (ECCB). The ECCB should		
8			be Red on Black display, capable of displaying text and numbers,		
9			will not display animation		
10					

Do **NOT** include sales tax, Broken Arrow is tax exempt.

Comments: Sign will have all-new cabinet on existing pole cover

**GRAND TOTAL** 25875

Bidders should direct questions to: GENEVA NICHOLLS at the above number

LEAD TIME: 8 weeks

**Important Notice:** The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

**Bidder must complete the following section:**

Quote is valid for 120 days

Name of Bidder: ACURA NEON

Address: PETER@ACURANEON.COM

Telephone # 918.633.5649

Fax # 918.252.3738

  
Signature of Bidder's Authorized Representative

6.13.16

Date



**ACURA NEON INC.**  
WE PUT YOUR NAME IN LIGHTS!

1801 N. Willow Ave.  
Broken Arrow, OK 74012-9161  
918-252-2258  
Fax 918-252-3738  
www.ANISigns.com

PROPOSAL SUBMITTED TO	PHONE 918.259.2400	E-Mail:
City of Broken Arrow Attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 Attention: Tom Hendrix	JOB NAME/LOCATION 1500 S Main St. Broken Arrow, OK 74012	

**Acura Neon proposes to provide all labor and material to perform the following:**

Qty	Description	Cost	Total
1	<p>Option A: Electronic Changeable Marquee: Per drawing 053116-01 (ANI File BACOMM-01A): Remove existing double-faced sign cabinet and manufacture and install new 8'h x 10'w double-faced cabinet with electronic changeable marquee. New ID portion to be 3'h x 10'w, illuminated with LED's, and with new faces. Final graphics TBD.</p> <p>The sign will also feature a Daktronics electronic Changeable Copy Board (eCCB). The eCCB is a monochrome red on black display, capable of displaying text and numbers. It does not display animation. Sign is easy to program through an onboard wifi network with a cellphone or tablet (iOS and Android supported). The sign comes with Daktronics two-year manufacturers' parts warranty, and Acura Neon warrants everything else in the sign for a full year.</p> <p>Additional Power likely required to power sign. Permits may be required, acquisition would be additional.</p>	25,875.00	25,875.00
<p><small>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN <u>15</u> DAYS. THE ABOVE PRICING DOES NOT INCLUDE PERMIT, FREIGHT, OR TRAVEL FEES IF APPLICABLE. TERMS 50% DOWN AND BALANCE DUE UPON COMPLETION OF THE WORK. ALL SALES ARE SUBJECT TO SALES TAX WHICH MAY OR MAY NOT BE NOTED ON THIS PROPOSAL BUT WHICH WILL BE CALCULATED AND INCLUDED UPON INVOICING.</small></p>		Sales Tax (0.0%)	\$0.00
		<b>Total</b>	<b>\$25,875.00</b>

**ACCEPTANCE OF PROPOSAL** - The prices, specifications, terms and conditions herein are satisfactory and are hereby accepted. ANI is authorized to do the work as specified. Contract is subject to and payment will be made as outlined in Attachment A Terms and Conditions.

Client Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Extra trips to the work site, and other expenses incurred due to contractor's delay, miscommunication or unreadiness, will be charged in addition to the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. This agreement is subject to the acceptance by an executive officer of Acura Neon Inc. and is not binding on Acura Neon Inc. until so accepted.

ANI Sales Representative (PAJ ) ANI Corporate Officer Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_ Date Approved \_\_\_\_\_

Terms & Conditions

**PURCHASER RESPONSIBILITIES:**

Purchaser will obtain for, and will maintain for, Acura Neon Inc rights of access, ingress, and egress, to install and maintain contracted signage on the premises for which it is ordered, as well as the right to disconnect, render unusable and remove the same therefrom, free and clear of any and all liens or encumbrances. Unless otherwise noted in the terms of this contract, Purchaser will provide electrical controls and primary circuits of adequate capacity to operate contracted signage at Purchaser's expense, and as designated by Acura Neon Inc. *A licensed electrician, provided by the Purchaser, and at the Purchaser's expense, must 'complete' the final electrical connection to the contracted signage after final installation by Acura Neon Inc.*

**EXCLUSIONS:**

Acura Neon Inc shall not provide site preparation costs, electrical service to the site of the signage, additional circuits for the new image signage, landscaping, removing and disposing of excavated soil, brick or stucco, planter boxes, trees, costs relating to underground or overhead obstructions, sales tax, permit fees, fees related to zoning variances, or sealed engineering fees, if required. All of the recommended signage requires 120-volt power supply, unless otherwise specified by the customer. If the installation of this signage requires penetration of a roofing structure(s), then it will be the Purchaser's responsibility, and at the Purchaser's cost, to test for and repair any possible leaks to the roof.

**CHANGES IN WORK:**

Should the Purchaser at any time during the progress of the manufacture or installation of the above stated signage subject to this contract, request any alteration, deviation, additions, or deletions from the contract plans and specifications, must do so upon a written order to Acura Neon Inc, and the same shall in no way affect or make void this contract, but will be added or deducted to or from the contract price, as the parties mutually agree.

**DELAYS AND EXTENSIONS OF TIME:**

Should Acura Neon Inc be obstructed or delayed in completion of the manufacture or installation of the above signage by the neglect, delay, or default of the Purchaser; or of any other contractor or subcontractor hired by the Purchaser; or by any alteration which may be requested by the Purchaser; or by any damages to the subject signage which may occur through fire or acts of God, then there shall be an allowance of an additional time beyond the contract date set for the completion of said work, as may reasonably agreed upon by the parties.

**OWNERSHIP:**

All signage manufactured and installed pursuant to this agreement shall be and will remain the property of Acura Neon Inc, and the title thereto and ownership thereof shall remain in and with Acura Neon Inc until said signage shall be fully paid, and Acura Neon Inc has collected funds. Until such payment of the entire purchase price is made, any and all sums paid thereon shall be deemed to have paid for the use, wear and tear of such signage.

**WARRANTY:**

Acura Neon Inc warrants the products quoted against defective workmanship and materials (except Exposed Exterior Neon and LED's) for one (1) calendar year from date of installation. Other product manufacturer's extended warranties may apply and can be provided upon request.

**PURCHASER INFORMATION:**

The Purchaser shall furnish to Acura Neon Inc, a plot or site plan showing the location of the signage; street address of the real property on which the signage is to be installed; evaluation drawing of the real property on which the signage is to be installed; legal description of the real property on which the signage is to be installed; the name and telephone number of the job site supervisor, if applicable; and a signed and approved drawing of the signage to be manufactured. The signage shall be made of specially constructed components and materials, and, after job drawing approval and production begins, is not subject to cancellation. Pre-production cancellation by the Purchaser will cause Purchaser to incur a cancellation fee equal to 15% of the total contract price.

**PAYMENT TERMS:**

A deposit of 50% of the total contract price is due upon acceptance of the contract and terms and conditions. The balance of the total contract price is due upon completion. In the event payment is not made within the terms of this agreement, and/ or the monies owed are placed in the hands of an attorney for collection, any warranty express or implied will become null and void at Acura Neon Inc's discretion, and the Purchaser hereby agrees to pay all costs of collection, including attorneys' fees and court costs, incurred by Acura Neon Inc as a result of the attempt to collect monies owed.

**INSURANCE, EXCAVATION AND ELECTRICAL CLAUSE:**

All processes set forth in this contract are based on the installation of signage on real property with workable soil, subsurface conditions, and on a water table below the bottom of the hole required. Costs incurred by Acura Neon Inc during excavation, if rock, water, cave-in or utilities are encountered, will be at the expense of the Purchaser, and in addition to the contract price as herein above stated.

**FINANCE CHARGES:**

A finance charge of One and one half percent (1 1/2%) per month will be paid by the Purchaser on all monies owed hereunder, if the same are not paid within thirty (30) calendar days of the invoice date.

**APPLICABLE LAW AND VENUE OF ACTIONS:**

This Agreement and the parties' relationship shall be governed by and construed in accordance with the laws of the State of Oklahoma and without regard to conflicts of law principles that would require the application of any other law. The parties agree that the state and federal courts located in Tulsa County, Oklahoma shall be the sole venue of, and shall have exclusive jurisdiction for the resolution of all disputes arising hereunder.

**ENTIRE CONTRACT:**

This contract, including all attachment and exhibits, contains all understandings and agreements between Acura Neon Inc and the Purchaser, and includes any warranty, express or implied, intended by the parties to be applicable to this contract. This agreement, although signed by an Acura Neon Inc. sales representative, shall not be binding unless also signed by an executive officer of Acura Neon Inc. When signed by a duly authorized agent of each party, all provisions contained herein become integral parts of the contract. Any alteration or amendment hereof must be in writing, and must be acknowledged by the authorized agents of each party.

ANI Proposal # \_\_\_\_\_ Amt \$ \_\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Acura Neon Inc Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# DAKTRONICS QUOTE # 586584-1-0

Acura Neon Inc  
 PETER JANZEN  
 1801 N Willow Ave  
 Broken Arrow, OK USA 74012  
 Phone: (918)633-5649  
 Fax:  
 Email: pjanzen@acuraneon.com

20/May/2016  
 Quote valid for: 90 days  
 Terms: 50% with the order, 50% Payment  
 before shipment  
 Subject to Credit Review  
 FOB: DAKTRONICS  
 Anticipated mfg time: 4-5 Weeks

Ship date shall be established at time  
 of order acceptance

Reference: Broken Arrow

Model	Description	Qty	Price
eCCB-A100-5FTx10FT-19.8-R-2V	Galaxy® Electronic Changeable Copy Board - Red . For installation into a changeable copy board cabinet.  <i>Line Spacing:</i> 19.8mm <i>Matrix:</i> 64 lines by 140 columns <i>LED Color:</i> RED <i>Display Configuration:</i> 2V - two one sided displays - same content <i>Cabinet Design:</i> Slide in/Drop in - flange mount  <i>Paint:</i> Semi-Black Front and Sides  <i>Active Area:</i> 4' 1" H X 9' 1" W (Approx. Dimensions) <i>Cabinet Dimensions:</i> 5' 0" H X 10' 0" W X 0' 5" D (Approx. Dimensions) <i>Max Power:</i> 510 watts/display	1	<del>USD 13,360.00</del>
FREIGHT	Shipping to OK	1	<del>USD 317.00</del>
Services			
G2G2 - Gold Warranty for eCCB	Two (2) Year Gold Warranty for eCCB only	1	

**Total Price Excluding Sales Tax: USD 13,577.00**

Financing  
 Show customers how to preserve cash AND increase sales by financing their new Daktronics display. Call your Daktronics representative or click  
<http://www.daktronics.com/financing>

Options	Price
eCCB External Temperature Sensor - External Temperature Sensor with 25 ft. Quick Connect Cable <span style="float: right;">→ Included. P5</span>	<del>USD 193.00</del>
<b>** Service Options</b>	
PLEASE SELECT ONE OF THE FOLLOWING TWO SERVICE PROVIDER OPTIONS: -	
DAKTRONICS PROVIDES MAINTENANCE SERVICE - Purchaser delegates Daktronics to support end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.	
PURCHASER PROVIDES MAINTENANCE SERVICE - Purchaser will execute end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.	
G5G5-eCCB-A100-5FTx10FT-19.8-R-2V - Extend warranty to 5 total years Gold coverage for eCCB	<del>USD 985.00</del>

**Exclusions:**

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

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Kevin Kantack  
PHONE:  
FAX: 605-697-4700  
EMAIL: Kevin.Kantack@daktronics.com

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Becky Noordsy  
PHONE: 605-692-0200  
FAX: 605-697-4700  
EMAIL: Becky.Noordsy@daktronics.com

**Terms And Conditions:**

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

- |   |  |
|---|--|
| SL-02375 Standard Terms and Conditions of Sale                  | ( <a href="http://www.daktronics.com/terms_conditions/SL-02375.pdf">www.daktronics.com/terms_conditions/SL-02375.pdf</a> )   |
| SL-02374 Standard Warranty and Limitation of Seller's Liability | ( <a href="http://www.daktronics.com/terms_conditions/SL-02374.pdf">www.daktronics.com/terms_conditions/SL-02374.pdf</a> )   |
| DD2688225 Software as a Service Agreement                       | ( <a href="http://www.daktronics.com/terms_conditions/DD2688225.pdf">www.daktronics.com/terms_conditions/DD2688225.pdf</a> ) |
| DD1360382 Installation Assurance Services                       | ( <a href="http://www.daktronics.com/terms_conditions/DD1360382.pdf">www.daktronics.com/terms_conditions/DD1360382.pdf</a> ) |

**NOTE:**  
This quote is not to be used as a purchase order/order form. Please request a formal quote with specific options defined, from your Daktronics representative, when you are ready to purchase.

**\*\*Service Options**

Daktronics wants to ensure that all product users receive quality service. To achieve that goal, we are asking that the Purchaser make a choice on the final Quote whether Purchaser will be providing maintenance service or asking Daktronics to provide that service. The Platinum Service option is available exclusively to Purchasers who request that Daktronics provide services.