



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date: July 14, 2022

Consent Agenda Item (Action Item):

Approve agreement with Nevco Sports LLC to purchase and install Video boards to be used with CarRider Pro.

Applicable State or Regulations:

BOE Policy 01.11, 04.7, 04.8

Budget/Financial Issues:

The project will use \$703,678.40 ARP ESSER Funds

Background:

With the installation of CarRider Pro at our eight Elementary and Middle School (Adams Middle, Prestonsburg Elementary, Allen Elementary, Betsy Layne Elementary, JM Stumbo Elementary, South Floyd Elementary, May Valley Elementary, and Duff-Allen Central Elementary) you must have a video display to display student's information as parents arrive to pick up their students using CarRider Pro. The Kentucky Department of Education has approved the use of ARP ESSER funds to install Video displays to us with CarRider Pro.

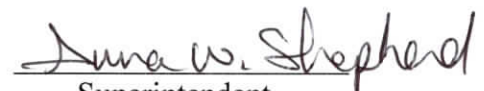
We have selected NEVCO Sports LLC, as the partner to install video displays. They have developed a partnership with CarRider Pro and built an interface so both systems will communicate. This will allow seamless operation between both systems and no integration set-up by Floyd Co. personal.

Recommended Action: Approve as recommended

Contact Person(s): Linda Hackworth, Chief Maintenance Officer
Brian Handshoe, ESSER Financial Clerk


Director

ESSER Clerk


Superintendent

Sale of Goods Agreement

This agreement for the sale of goods is entered as of July 13th 2022, by and between Nevco Sports LLC, and Floyd County School District.

The parties agree as follows:

1. **Sale of Goods:** Pursuant to the terms and conditions of this Agreement, Nevco agrees to provide custom designed and manufactured sports scoreboards/video and deliver possession to the Customer, and the Customer shall pay for and accept from Nevco, the "Goods" listed at such prices as agreed by the Parties in this Agreement.
 - 1.1. **Description of Goods Sold:** The Customer is purchasing from Nevco custom designed and manufactured (16) 6.92'h x 10.24'w 6mm LED Video Display, (6) Nevco Model 2702 10'w x 3'h Scoreboards, Custom Filler Panels, Virtual Scoring, Virtual Integration with Car Rider Pro, all associated equipment, and all software/hardware necessary per Nevco quote 00139265. A copy of this quotation is attached to and considered part of this agreement. Freight is included. Taxes are not included, if applicable. Also attached with this contract are renderings and project responsibility document that are considered part of this contract. Installation is not part of this contract and will be contracted individually with installer with Nevco oversight.
 2. **Purchase Price:** As consideration for the sale of the goods, the Customer shall pay to Nevco the purchase price of \$703,678.40 (the "Purchase Price"). This price does not include tax. Freight is part of the quote total. Installation is included in total pricing for each school location. Freight based on multiple trucks dropping at one central location.
 - 3.
 4. **Payment Term:** Payment terms for the \$703,678.40 due to Nevco will be 50% down (\$351,839.20) due by 11/30/2022. Remaining balance \$351,839.20 due Net 30 after installation, commissioning, and training of all locations is complete.
- * If customer has delays after shipment due to construction, power, etc, Nevco can collect 40% ***
5. **Delivery of Goods/Shipping:** Nevco shall deliver the goods per the terms listed below provided contract and all necessary approvals occur in a timely manner:
 - 5.1. **Date of Shipment:** Date of shipment is scheduled to be no later than **2/28/22**
 - 5.2. **Location of Delivery:**
Central District Warehouse
442 KY Rt 550
Eastern, KY 41622
 - 5.3. **Risk of damages:** Nevco assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods, until the Goods are delivered to or collected by the Customer. Once the Goods have been delivered to or collected by the Customer, the Customer assumes all responsibility for and risk of damage to such Goods.
 6. **Force Majeure:** Nevco and the Customer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure

or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

7. Representations:

7.1. Authority to Sign: Each party promises to the other party that it has the authority to enter into this agreement and to perform all its obligations under this agreement.

8. General:

8.1. Choice of Law and Venue: This agreement shall be construed according to the laws of the State of Illinois with venue in Madison County, Illinois.

8.2 Full Agreement: This is the full agreement between the parties, any further modification, extension, or alteration must be in writing and signed by both parties.

8.3 Modification(s): A Modification is a written amendment to the Agreement for changes in the Work signed by both parties. Nevco shall review and prepared, timely requests by the Customer for changes in the Work, including adjustments to the Contract Sum or Contract Time. With the Customer's approval, Nevco shall incorporate those estimates into a Change Order or other appropriate documentation for the Customer's execution. Changes ordered by Customer shall be performed and paid for in accordance with the terms of this agreement (payment due 30 days net after completion of change order). Change orders will include the actual direct costs of said work plus up to fifteen percent (15%) for overhead, profit, and supervision.

8.4. Signatures: Nevco and the Customer must sign this document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to Nevco for valid record. Electronic signatures count as originals for all purposes

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date: 7/13/2022

Date: _____

Nevco Sports, LLC

Floyd County School District

By: Josh Robbers

By: _____

Title: Regional Consultant

Title: _____

Joshua Robbers



Account Name	Floyd County Schools	Created Date	7/10/2022
Quote Number	00139265	Expiration Date	7/15/2022
Contact Name	BRIAN HANDSHOE	Prepared By	Josh Robbers
Title	District Clerk	Title	Regional Sports Video Consultant
Phone	606-886-2354 EXT 5535	Phone	(618) 444-9743
Fax	(606) 358-0112	Fax	(618) 664-0398
Email Address	brian.handshoe@floyd.kyschools.us	Email Address	jrobbers@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D
16.00		Full Color LED Video - 6.92'h x 10.24'w 6mm (320x520)	
6.00	2702-NL	Basketball/Volleyball/Wrestling LED Scoreboard with Amber/Red Digits	10'x3'x8"
6.00		Custom Filler Panel 0.12'w x 3'h	
4.00		Filler Panel - 0.12'w x 3'h	
8.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"
8.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards	
8.00	MPCW Case	MPC/ MPCW Control Carrying Case	1.7'x1.1'x8"

Ttl Shipping Wt (lbs)	1.110	Subtotal	USD 566,378.40
County	Floyd	Freight	USD 8,500.00
		Installation	USD 128,800.00
		Total	USD 703,678.40

Due to supply chain issues resulting from the pandemic, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

Nevco Sourcewell ID# 050819-NVC

Included:

Custom Graphics Credit
 5 Year Warranty/Spare Parts Package
 All Software & Hardware for Videos
 On-Site Setup & Training
 All Data Cabling Included
 Freight
 Install Included

**Customer responsible for primary power

***Customer for all data pathway conduits



Project Name: Floyd County School District

Date: 7-10-22

Nevco	Installer	Customer	NA	
				General
	X			Receive, <u>unload</u> and inspect scoring, video, signage and accessories
	X			Deliver and distribute/stage throughout the facility as required
				Graphics/Engineering
X				Provide all site-specific engineering drawings, electrical drawings, shop drawings, data signal diagram and equipment
		X		Signed approval of Provided Proof and Camera-ready artwork for all signage
X	X	X		Site Survey and Observation
				Site Conditions
		X		Determined structure for hanging scoreboards and video displays will support the weight of proposed product.
X	X	X		Determine exact location of board mounting location
		X		Locate all utilities and pathways for electrical and data conduits
		X		Unobstructed access to facilities - including loading docks and doors to accept equipment, control room installation site, installation equipment (cranes, lifts, trucks, etc.)
		X		Provide a secure area during systems installation including temporary electrical service, lighting, and restroom facilities as required
		X		Provide adequate dumpster for site cleanup and packing material disposal
	X			Remove and dispose of existing equipment, support structure, etc. (If applicable)
				Fiber Optic/Low Voltage Cabling
X		X		Determine length of fiber optic cable required (include an additional 20' on each end)
		X		Provide and install pull boxes as required to enable fiber pull
		X		Installation of all primary data conduits with pull strings necessary for operation of scoring, video display and message center
X				Provide fiber optic cable, connectors, connect data cable to scoring and display equipment and final Fiber termination and testing ---- cat 5 FOR THIS PROJECT
	X			Pull fiber, data cabling, required scoring data <u>and</u> accessory (DGT, LRC, etc.) cable (coax, CAT 5, CAT 6)

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				General
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	X			Deliver and distribute/stage throughout the facility as required
				Graphics/Engineering
X				Provide all site-specific engineering drawings, electrical drawings, shop drawings, data signal diagram and equipment
		X		Signed approval of Provided Proof and Camera-ready artwork for all signage
X	X	X		Site Survey and Observation
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		X		Determined structure for hanging scoreboards and video displays will support the weight of proposed product.
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X				Provide fiber optic cable, connectors, connect data cable to scoring and display equipment and final Fiber termination and testing ---- cat 5 FOR THIS PROJECT
	X			Pull fiber, data cabling, required scoring <u>data</u> and accessory (DGT, LRC, etc.) cable (coax, CAT 5, CAT 6)

Nevco Indoor
Project Coordination Document

Nevco	Installer	Customer	NA	
				Electrical
		X		Provide and install primary electrical service for installation including load center, breakers, j-boxes within 3 feet of cabinets, receptacles, conduits, wiring and transformers as required site per Nevco Specification
		X		Provide secondary conduits, fittings, connectors, wire secondary circuits in load center to video, scoreboard, message centers, illuminated signage, accessories etc.
				Erection and Install
X	X			Provide labor and material to install product per Nevco engineered specs
X				Provide connection and attachment detail for mounting of product to structure
X	X			Test scoring and matrix display products
	X			<u>Site</u> clean up
		X		Customer to secure permits and coordination inspection with Nevco onsite personnel.
				Control Room/Press Box
		X		Installation of all conduits necessary for operation of control room equipment and video control systems
		X		Required power outlets for control room and video control systems
			X	Receive, <u>unload</u> and inspect control room equipment
X				Furnish all required system data cable including video production system cabling and terminations
	X			Pull required cable for equipment provided and termination of video cabling
				Testing and Training
			X	Testing audio system (Speakers, microphones, cordless equipment, amplifiers etc.
X				Provide operator training for scoring, video and sound system equipment
X				Provide testing for all fibers and document test results
X				Provide O & M Manuals

Floyd County Schools

442 Kentucky 550

Eastern, KY 41622

ID# 119066

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