



SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and 5280 DIGITAL, INC., hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit A, consisting of ten (10) page(s) and incorporated herein by this reference. Irrespective of references in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.
2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated immediately following execution of this Agreement. Police Community Room Repair Services shall be completed no later than 12/31/18. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties.
3. Contract Period. This on-site Inspection Agreement shall commence September 21, 2018, and shall continue in full force and effect until December 31, 2019, unless sooner terminated as herein provided.
4. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.
5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:



Service Provider:
5280 Digital, Inc.
Attn: Larry Crawford
7388 S. Revere Pkwy., Suite
603
Centennial, CO 80112
(720) 488-0980
Larry@5280Digital.com
Mobile: 303-886-8096

City:
City of Fort Collins
Attn: Mark Leinweber,
Senior Project Manager
PO Box 580
Fort Collins, CO 80522

Copy to:
City of Fort Collins
Attn: Purchasing Dept.
PO Box 580
Fort Collins, CO 80522

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

6. Contract Sum. The City shall pay the Service Provider for the performance of this Contract, subject to additions and deletions provided herein, not to exceed Sixty Thousand Dollars (\$60,000.00) as per the attached Exhibit "A", consisting of four (4) page(s), and as per Exhibit "B", consisting of seven (7) pages, and incorporated herein by this reference.
7. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.
8. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
9. Subcontractors. Service Provider may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.
10. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an



agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

11. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.
12. Warranty.
 - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
 - b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.
13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Indemnity/Insurance.

a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.



b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit C, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Purchasing Director, P. O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:

a. As of the date of this Agreement:

1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this




Agreement.

- c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 - 1. Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
 - f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.
20. **Special Provisions.** Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.



THE CITY OF FORT COLLINS, COLORADO

DocuSigned by:

By: _____
Gerry Paul
Purchasing Director

DATE: 9/26/2018

5280 DIGITAL, INC.

DocuSigned by:

By: _____
Printed: Bryan Shippey

Title: Administrative Project Manager
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: 9/25/2018



EXHIBIT A SCOPE OF SERVICES

Service Provider is pleased to present the following proposal for engineering and integration services relating to *the public meeting room for the Ft. Collins Police Services*. Acceptance of this Scope of Work and attached Quotation shall constitute a contractual agreement between the City of Fort Collins and Service Provider for the services and/or equipment outlined herein.

1. Project Summary:

Service Provider will remove the existing audiovisual equipment in the room, including the Biamp audia expansion, Clear One XAP series, Eiki projector. The current control system will be removed as well. Service Provider will install a new laser Panasonic projector.

All new audio processing equipment except for ceiling speakers and wireless microphones. There will be an antenna combiner and power distribution amplifier added at this time. Antennas for the wireless microphones will be place outside the rack room and mounted in the room.

The audio processing equipment will be from QSC with a Core110 F as the main component. This includes Voip connectivity which Service Provider will need to coordinate with owner on set up.

The current transmitters mounted in the seating area will be removed and replaced with I/O Flex 8 boxes that will feed into a switch that will be connected to the QSC Core110F. New microphone cable from the microphones to the Flex boxes will be installed.

Service Provider believes that the category currently in place from the flex boxes to the rack is fully functional. If it turns out this is not the case City of Ft Collins agrees to pay for new cable and labor to pull in the cable.

The projector in the room will be removed and replaced with a Panasonic PT-RW330 laser based projector. This projector does not require a lamp or filter so no maintenance is required for it.

A new mini switch that will have four HDMI inputs and a VGA input will be mounted under the shelf on the lectern. This will allow for the dedicated PC to be connected as well as a visitor laptop.

The control system will be from AMX. This will include a control system processor, 10" table mounted touch panel. The touch panel will be designed to simplify the operation of the room.

***Screen cleaning. Service Provider will attempt to clean the screen but accept no liability for the screen or condition after cleaning. We have added \$250.00 for this option. A replacement screen for that size will cost \$2,100.00 if the cleaning does not sufficiently correct the problem; and is authorized by the City's project manager .**

Page 1 will have a "Press Here" to begin. This will turn on the projector and go to



the default input. This will also turn on the entire system, lower the shades, and we will need to identify if all the microphones come up muted or not. Page 2 will list if you wish to do a presentation from room PC, laptop, or click share. Each page will have an exit to the main start page and an overall volume control.

- **Page will have projector on/off that will raise and lower the projector at the same time. We will want to confirm if we want the projector to come on when system start is pressed.**
- **6 lightening scenes will be integrated as well. Programming and functionality is based on the current system working 100%. If modifications to the current system are required we will need to charge for time and material.**
- **Custom programming can be discussed and may or may not affect the price. We will meet to review custom operation prior to install.**

2. Assumptions:

- a) **Manual/Power, Phone Lines, Cable TV, Satellite Feeds, and Network connections will be provided by the City.**
- b) **Access to work site will be normal business hours.**
- c) **A single contact at City will be provided to Service Provider. This person will be available and responsible for approval of all change orders, questions that may come up during installation and making sure that all resources that are not provided by Service Provider are provided in a timely manner. This includes but is not limited to: Additional power circuits, networks feeds, aid from facilities personnel etc.**
- d) **All existing equipment and software under the City's control are assumed to be 100% operational unless otherwise disclosed in this document. Any non-disclosed or unknown operational issues with existing equipment will be billed hourly at \$125 per hour for any additional time required.**
- e) **All needed conduits to be provided by City.**
- f) **Any needed network/internet connections to be provided by City.**
- g) **Physical room issues out of control of Service Provider such as mechanical room vibrations, and the need for room acoustical treatment are not included in this scope of work.**
- h) **Work site needs to be free and clear of obstructions and people. Specifically no unauthorized people maybe in the room while Service Provider is working. This is to ensure the safety and insurance requirements. Service Provider will clean the site at the end of each day.**
- i) **Desks or other obstructions shall be moved prior to the installation.**
- j) **Equipment locations may need to be modified because of unknown**



obstructions. In ceiling screens and projectors typically need to have at least 12" of clearance between the dropped ceiling and any vents sprinkler systems etc.

k) All walls, ceilings, or floors that need cables to pass through must have conduit and/or access.

3. Timeline: Service Provider will process the order once all agreements are made. Equipment ordering and prep work will take approximately 30 days. We anticipate being in the room for 2 weeks.

4. Cost: Please see the attached quotation for a detailed description of the costs associated with this proposal.

5. Terms: 50% down net due upon completion

6. Changes to the original scope of work: Service Provider will accept requests for changes. There is a process that all change requests must go through.

Relay your request to your sales engineer, Larry Crawford, or to the designated 5280 Digital project manager. Service Provider will then internally review the change and decide what steps we may take.

Should we accept to complete the change request, Service Provider will communicate the cost and affect that the change will have on the outcome of the project to the City representative.

Should the City accept the change request response, Service Provider will commence with the document changes and on-site changes following a purchase order or payment from the City.

7. Warranty: 5280 Digital provides a 90 day warranty on all integration work performed. This includes all infrastructure-related items such as cables, connectors, physical terminations, and any custom fabrication or installation work. All product is covered by the manufacturer warranty. Terms and conditions of the warranty vary by manufacturer. 5280 Digital is an authorized dealer for all products included in this proposal. Should an infrastructure related failure occur within the warranty period, 5280 Digital will make reasonable attempts to troubleshoot the problem with the City via email or telephone. If the issue cannot be easily resolved in this manner, 5280 Digital will dispatch a technician to the City's location to troubleshoot and repair the problem. If the issue is a result of equipment failure, improper use, or abuse of the system, troubleshooting and repair services will be billed to the City at 5280's standard hourly rates.

7A. Service after the sale:

5280 Digital will support the installation at no charge for the first 90 days. After 90 days in the case of equipment failure Service Provider will remove the equipment



and ship to the manufacturer for repair. The City will be responsible for time and material including shipping charges to the manufacturer. The cost of the repair will be covered by the manufacturer warranty. The manufacturer will cover the return freight.

7B. Optional Annual maintenance is \$2,000.00 per year which covers 1 visit a quarter to test.

The normal course of business for issues would be for designated representative to call 5280 Digital from the room and we will attempt to do basic trouble shooting over the phone. If required Service Provider will schedule a technician to go out on site. The room will need to be open for Service Provider to trouble shoot in at least a 4 hour time block. The main line to call would be 720 266 5237.

Service Provider is also providing additional maintenance agreements based on scope of work involved. This will be 4 visits a year. Technician would check the system and verify operation, update any firmware that is required updates, and clean rack.

Normal Work hours: 5280 Digital normal business hours are M-F 8-5.

Service line is 702-266-5237

Typical federal holidays we are closed including the Friday after Thanksgiving.



**EXHIBIT B
(BID SCHEDULE/COMPENSATION)**

City of Fort Collins - Public Room ver 2

PUBLIC HEARING ROOM		UNIT PRICE	TOTAL PRICE
Audio			
1	QSC CX204V 4-Channel 70 Volt Power Amplifier with 200 Watts/Channel QSC CX204V •Compact size — only 2 RU and 14" deep for reduced rack cost and floor space •Bridgeable channels 1 + 2 and 3 + 4, for maximum flexibility •Active inrush limiting eliminates AC inrush current, removing the need for expensive power sequencers •HD15 DataPort connector for Q-SYS networked control and monitoring •Custom integrated security cover for tamper-proof installations •Variable-speed fan for low noise •1-dB detented gain controls for fast and accurate gain settings •Detachable Euro style input connectors •DIP switch control for clip limiters, high pass filters, bridge mono and parallel operation •Exclusive PowerLight switch-mode power supply technology for high performance	\$1,280.00	\$1,280.00
7	8 CHANNELS OF ANALOG AUDIO QSC I/O 8 FLEX Q-SYS I/O peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/Line IP with +48v or Line Level OP), 8x8 GPIO, 1x RS232 and Audio-to-USB Bridging via USB Device Port. Single cable deployments using PoE+ with an Auxiliary DC power input. All mounting hardware included.	\$1,300.00	\$9,100.00



1	<p>Page 1 Features</p> <ul style="list-style-type: none"> • 12 8 x128 Network Audio Channels • 1 6 x16 USB Audio Channels • 24 Channels of Analog I/O • 8 Configurable Flex Channels <p>qsc CORE110f</p> <ul style="list-style-type: none"> • 128x128 Network Audio Channels • 16x16 USB Audio Channels • 24 Channels of Analog I/O • 8 Configurable Flex Channels • 16x16 GPIO Logic Ports • 16 Channels of Routable AEC • Multiple Instance VoIP Lines • 1 POTS Telephone line • 3 Year Warranty 	\$2,400.00	\$2,400.00
2	<p>Shyre 50' UHF Remote ANTENNA Extension CABLE, BNC-BNC, RG8X/U Type SHURE UA850 UA850. Coaxial Cables with BNC Connectors</p>	\$100.00	\$200.00
5	<p>Shure SB900A Lithium-Ion Rechargeable Battery Shure SB900A SB900A Works with PSM®300, PSM®900, PSM®1000, UR5 Portable Diversity Receiver, QLX-D™ Digital Wireless Systems, and ULX-D® Digital Wireless Systems.</p>	\$100.00	\$500.00
2	<p>Shure SBC200-US Dual-docking battery charger Shure SBC200-US SBC200-US Dual-docking Shure battery charger is available with or without power supply. The SBC200-US includes a PS45 power supply. Up to three additional SBC200 battery chargers can be daisy-chained to the SBC200-US.</p> <p>Works with UR5®, P9RA, P10R, QLX-D™ Digital Wireless Systems and ULX-D® Digital Wireless Systems.</p>	\$205.00	\$410.00



2	<p>Shure UA844+SWB/LC Wideband UHF (470-952 MHz) Five-Way Active Antenna Splitter and Power Distribution System, external power supply.</p> <p>Shure UA844+SWB/LC UA844+SWB/LC UA844+LC (less cable) models includes:</p> <p><i>1 UA844+SWB Antenna/Power Distribution System 1 PS60 power supply 4 Non-locking DC power cables (for QLXD4, SLX4, BLX4R) Two 22 in. BNC cables Two 6 ft. BNC cables 2 Bulkhead adaptors 1 Rack mount Hardware kit 1 Literature Package</i></p>	\$365.00	\$730.00
2	<p>ACTIVE ANTENNA AMPLIFIER SHURE UA834WB ACTIVE ANTENNA AMPLIFIER</p>	\$160.00	\$320.00
1	<p>q series wireless lav Shure QLXD14/83 <i>Offering networked control, AES-256 encryption, and simplified setup and operation, QLX-D™ delivers outstanding digital wireless sound for mid-size events and installations.</i></p> <ul style="list-style-type: none"> • Transmitter form factors include handheld, bodypack, headworn, lavalier, instrument clip-on, and combo • Power options include Shure SB900 Lithium-Ion Rechargeable Battery and AA batteries • 64 MHz tuning bandwidth • 17 Compatible systems per 6 MHz TV channel and 22 systems per 8 MHz channel 	\$995.00	\$995.00
2	<p>WIRELESS MICROPHONE SYSTEM HANDHELD SM58 SHURE QLXD24/58</p> <p><i>Includes SM58, QLXD4, microphone clip, power supply, 2 AA batteries, battery contact cover, two 1/2 wave antennas, 2 BNC cables, zipper bag, 2 BNC bulkhead adapters, rackmount kit, and user guide</i></p>	\$1,065.00	\$2,130.00
2	<p>QLXD4 WIRELESS RECEIVER SHURE QLXD4=X52 <i>Half-Rack, Single Channel Receiver, Includes PS23US Power Supply, 1/2 Wave Antenna (2), Rackmount Kit, and BNC Cable with Bulkhead Adapters (2)</i></p>	\$650.00	\$1,300.00



2	Gooseneck Base Transmitter shure ULXD8 <i>The ULXD8 Desktop Base Transmitter delivers uncompromising audio quality and RF performance, and AES-256 encryption for secure transmissio</i>	\$450.00	\$900.00
2	goose neck microphone mx410LP/C SHURE MX410LP/C 10" SHOCK MOUNTED CARDIOD, LESS PREAMPLIFER	\$200.00	\$400.00
1	4 BAY CHARGING SYSTEM SHURE SBC450 4 BAY CHARGING SYSTEM	\$650.00	\$650.00
Control			
1	10.1" wall flush mount touch panel AMX fg5968-26 <i>The MXD-1000-NC / 10.1" Modero X® Series Wall Mount Touch Panel (No Camera, No Microphone) is specifically designed to exclude the camera, microphone and Bluetooth functions of the original Modero X Series panel to meet the security requirements of facilities that do not allow these capabilities</i>	\$4,495.00	\$4,495.00
1	Flush Mount Kit for 10" Modero X® Series Wall Mount Touch Panels AMX MXA-FMK-10 <i>Flush Mount Kit for 10" Modero X® Series Wall Mount Touch Panels</i>	\$295.00	\$295.00
Video			
1	RS232 LUTRON GRX-CI-RS232 RS232 INTERFACE	\$525.00	\$525.00
1	PT-RW330U DLP Projector Panasonic PT-RW330U <i>The PT-RW330U is one of the new SOLID SHINE Series projectors that all use a newly developed LED/Laser-combined light source for superior reliability and long-lasting brightness unprecedented by conventional lamp-based projectors. No more lamps or air filters which makes it possible for end-users to enjoy maintenance-free operation for about 20,000 hours* while maintaining excellent brightness and outstanding picture quality. To enhance permanent installation use, the DIGITAL LINK feature enables users to transmit video, audio and control signals up to 100 meters (328 feet) over a single LAN cable.</i>	\$2,400.00	\$2,400.00
1	ADDITIONAL WIRE, CONNECTORS, AND HARDWARE 5280 DIGITAL MISC HARDWARE	\$1,000.00	\$1,000.00
1	28 port poe switch D-Link DGS-1210-28P <i>D-Link 28 Port PoE Gigabit Smart Switch Including 4 Combo SFP Ports - 24 Network, 4 Expansion Slot - Manageable - Twisted Pair, Optical Fiber - 2 Layer Supported - Desktop, Rack-mountable - Lifetime Limited Warranty SWITCH WITH 4SFP 193W POE BUDGET</i>	\$485.00	\$485.00



1	<p>AMX NX-2200 NetLinx® NX-2200 Integrated Controller AMX NX-2200 OVERVIEW <i>The next generation NetLinx Integrated Controller Family, the NX Series, provides a scalable platform for the future by combining high performance, backward compatibility and extensive network security features. The NX-2200 is ideal for control and automation of medium-sized rooms and multi-room applications.</i> FEATURES •Hardware / Software Built for 24/7/365 Operation – Provides outstanding reliability and improved diagnostics IPv6 and wired 802.1x – Supports modern networking standards •Dual NIC – Enables two discrete network interfaces for unrivaled security •High Performance Architecture, Flexible Programming Platform (RPM, NetLinx and Java) – Easily scalable</p>	\$1,430.00	\$1,430.00
1	<p>AMX DXLink HDMI Receiver Module AMX DX-RX <i>The DXLink HDMI Receiver features built-in SmartScale(r) Technology to deliver HDMI with HDCP that is perfectly scaled for each connected display automatically, eliminating the integration challenges that can occur when sources and displays have different optimal resolutions. It accepts audio, video, control and Ethernet over one standard twisted pair cable up to 100 meters away from a compatible Enova DVX All-In-One Presentation Switcher or DXLink Transmitter Module; it accepts all this plus power over the same twisted pair cable when used in conjunction with the Enova DGX 16/32 Digital Media Switchers, Enova DVX-2150HD or DVX-2155H</i></p>	\$805.00	\$805.00
1	<p>AMX AVB-TX-MULTI-DXLINK Transmitter AMX DX-TX <i>The DXLink Multi-Format Transmitter sends analog and digital audio and video signals including HDMI/HDCP, control, and Ethernet up to 100 meters over one standard twisted pair cable. The DXLink Transmitter can also be used as a point-to-point solution with a DXLink HDMI Receiver. The DXLink Transmitter can be powered from any DXLink power source such as the Enova DGX DXLink Twisted Pair Input Board or the Enova DVX-3155HD or DVX-2155HD, and it also includes a local power supply for point-to-point use with a stand-alone receiver. The transmitter features both a multi-format analog port to support legacy devices and an HDMI port to support newer digital devices.</i></p>	\$675.00	\$675.00
1	<p>wall plate at lecturn 5280 Digital 5280 Custom</p>	\$75.00	\$75.00



1	<p>4 INPUT HDMI SWITCH EXTRON SW4 HD 4K <i>Supports computer and video resolutions up to 4K Supported HDMI specification features include data rates up to 10.2 Gbps, Deep Color up to 12-bit, 3D, Lip Sync, and HD lossless audio formats EDID Minder® automatically manages EDID communication between connected devices Automatic input cable equalization to 50 feet when used with Extron HDMI Pro Series cable Easy setup and commissioning with Extron's PCS – Product Configuration Software Multiple control options, including front panel, RS-232, IR, contact closure, and auto input switching</i></p>	\$460.00	\$460.00
1	<p>usb bridge QSC I/O Bridge <i>Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless usb 2.0 connection. Includes dual LAN connections and HDMI output.</i></p>	\$1,330.00	\$1,330.00
1	<p>Barco Click Share Mini CSE-200 Wireless Presentation System with Two Buttons Barco R9861520NA CSE-200 <i>Wireless presentation system for small to medium sized meeting rooms</i> <i>-Wireless connection to central screen -Up to 2 users on-screen -Share from laptop, tablet or smartphone -Enhanced security features -Central management -Delivered with 2 Buttons</i></p>	\$1,525.00	\$1,525.00
Labor			
1	<p>Labor for installation 5280 Digital 5280 Labor</p>	\$6,240.00	\$6,240.00
1	<p>on site training 2 hours Training</p>	\$650.00	\$650.00
1	<p>Four Quarterly on-site inspections 5280 Digital, Inc. 5280 Digital Maintenance <i>Maintenance: 4 visits per year. Hourly rate to correct any issues found will be \$125.00 per hour.</i></p>	\$2,000.00	\$2,000.00
1	<p>Labor for cleaning screen 5280 Digital 5280 Labor</p>	\$250.00	\$250.00
Area Total			Equipment \$45,955.00



PROJECT SUMMARY

Equipment Total	\$45,955.00
Programming	\$4,500.00
Design, Project Management	\$3,500.00
Tax	<u>\$0.00</u>
TOTAL	\$53,955.00

Optional:

Contingencies (if needed):	Screen replacement:	\$	2,100.00
	Wiring replacement & Other:	\$	3,945.00
	Total Not To Exceed:	\$	60,000.00



EXHIBIT C INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
 - A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.



EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the "City") pursuant to this Agreement (the "Agreement"), the Service Provider hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Service Provider has agreed to perform, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Service Provider agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Service Provider understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Service Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Service Provider ceases to perform services for the City, or the City so requests for any reason, the Service Provider shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Service Provider understands and agrees that the City's remedies at law for a breach of the Service Provider's obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-303-793-3388 Associates Insurance Group 8400 E. Prentice Avenue Suite 300 Greenwood Village, CO 80111	CONTACT NAME: Gary Hammons PHONE (A/C, No, Ext): 303-390-1884 FAX (A/C, No): E-MAIL ADDRESS: ghammons@getagc.com														
INSURED 5280 Digital, Inc. 5280 Broadcast, Inc. 7388 S. Revere Pkwy. #603 Englewood, CO 80112	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CONTINENTAL CAS CO</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL CAS CO	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 54086304** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		4019943445	12/06/17	12/06/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4019943493	12/06/17	12/06/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4019943588	12/06/17	12/06/18	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
A	Installation Floater		4019943445	12/06/17	12/06/18	Equipment 550,000
A	Bus. Personal Prop		4019943445	12/06/17	12/06/18	Bus Pers. 1,150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.

CERTIFICATE HOLDER City of Fort Collins PO Box 580 Fort Collins, CO 80522 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-303-793-3388 Associates Insurance Group 8400 E. Prentice Avenue Suite 300 Greenwood Village, CO 80111	CONTACT NAME: Gary Hammons PHONE (A/C, No, Ext): 303-390-1884 FAX (A/C, No): E-MAIL ADDRESS: ghammons@getagc.com														
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COVERAGES **CERTIFICATE NUMBER: 54097203** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	4019943445	12/06/17	12/06/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	4019943493	12/06/17	12/06/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4019943588	12/06/17	12/06/18	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$								
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A	Installation Floater		4019943445	12/06/17	12/06/18	Equipment 550,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.

City of Fort Collins is included as an Additional Insured with respect to General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER City of Fort Collins PO Box 580 Fort Collins, CO 80522 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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