

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FORD AUDIO-VIDEO SYSTEMS, LLC**, an Oklahoma Limited Liability Company with its principal place of business located at 4800 W I 40 Service Road, Oklahoma City, OK 73128-1208 (the “Contractor”), jointly “the Parties” and individually a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Chief Information Officer of Denver’s Technology Services (“Director”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on August 1, 2020, and will expire, unless sooner terminated, on August 1, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Fee**: The fees and rates for the services and the delivery of goods are described in the attached **Exhibit A**. The fees shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with any payment milestones in **Exhibit A**. Amounts billed may not exceed the budget line items set forth in **Exhibit A**.
 - 4.2. **Reimbursement Expenses**: There are no reimbursable expenses allowed under the Agreement. The fees and rates specified herein include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of any deliverables, services, maintenance, and supports.

4.3. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City, and the Contractor shall comply with any additional invoice or payment schedule requirements contained in **Exhibit A**. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million One Hundred Two Thousand Eight Hundred Ninety dollars (\$1,102,890.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. KEY PERSONNEL REQUIREMENTS: Certain skilled experienced professional and/or technical personnel ("Key Personnel") are necessary for the accomplishment of the agreed upon services. Key Personnel are those persons whose resumes are attached hereto in **Exhibit A**. The Contractor's obligation to provide adequate staffing is not limited to providing Key Personnel. The Contractor shall not replace any Key Personnel without the City's prior written approval, which shall not be unreasonably withheld. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution. Any substitution request must contain a complete resume for the proposed substitute and any other

information requested by the City. The Director will evaluate such requests and promptly notify the Contractor of their approval or disapproval thereof in writing.

7. TERMINATION

7.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

7.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

7.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

7.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

8. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the

foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

10. WARRANTIES AND REPRESENTATIONS: In addition to the warranties attached and incorporated herein, the Contractor represents and warrants that services will conform to applicable specifications, and operate and produce results substantially in accordance with the warranty statements in **Exhibit D**, attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term. Services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and the Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from all liens, adverse claims, encumbrances and interests of any third party. Delivery of products or goods shall not be construed to represent acceptance nor shall delivery relieve the Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to acceptance, the payment does not grant a waiver of any representation or warranty by the Contractor.

11. THIRD-PARTY WARRANTIES AND INDEMNITIES: The Contractor shall assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any products or licenses provided to the City. To the extent the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those

warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements that include, but are not limited to, the warranties attached as **Exhibit C**.

12. INSURANCE

12.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

12.2. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number

be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

12.3. Additional Insureds: For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

12.4. Waiver of Subrogation: For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.

12.5. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

12.6. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

12.7. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

12.8. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

12.9. Additional Provisions

12.9.1. For Commercial General Liability, the policy must provide the following:

12.9.1.1. That this Agreement is an Insured Contract under the policy;

12.9.1.2. Defense costs are outside the limits of liability;

12.9.1.3. A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

12.9.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

12.9.2. For claims-made coverage:

12.9.2.1. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

12.9.3. The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

13. DEFENSE AND INDEMNIFICATION

13.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective

of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

13.2. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

13.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

13.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

13.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

15. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

16. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent

will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

17. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

18. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

20. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

21. CONFLICT OF INTEREST

21.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

21.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing

the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

22. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address stated above and to the City at the addresses below:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

23. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

23.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

23.2. The Contractor certifies that:

23.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

23.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

23.3. The Contractor also agrees and represents that:

- 23.3.1.** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 23.3.2.** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 23.3.3.** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- 23.3.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- 23.3.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- 23.3.6.** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- 23.4.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

24. DISPUTES: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

25. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

26. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

27. PREVAILING WAGE REQUIREMENTS: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

27.1. The proposal issuance was advertised November 1, 2019.

27.2. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

27.3. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

27.4. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

27.5. The Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

27.6. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

28. PAYMENT OF CITY MINIMUM WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and the City's determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

29. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

30. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either

temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

- 31. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 32. ORDER OF PRECEDENCE:** In the event of any conflicts or inconsistencies between the language of the Agreement and the exhibits, the language of the Agreement shall control.
- 33. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

34. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

35. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. CONFIDENTIAL INFORMATION

36.1. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

36.2. Use and Protection of Proprietary Data or Confidential Information:

36.2.1. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the

internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

36.2.2. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

36.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

36.3. **Employees and Subcontractor:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

36.4. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

36.5. Contractor’s Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to the City of all reasonable attorneys’ fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

37. PERSONAL INFORMATION AND DATA PROTECTION: If the Contractor receives Personal Information under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party

Service Provider” as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information disclosed and reasonably designed to help protect the Personal Information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain Personal Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Personal Information to make it unreadable or indecipherable when the records are no longer needed.

- 38. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 39. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 40. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper

copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits:

- Exhibit A - Scope of Work**
- Exhibit B - Certificate of Insurance**
- Exhibit C - Manufacturer Warranties and Support**
- Exhibit D - Ford Warranty Statement**

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Contract Control Number: TECHS-202055202-00
Contractor Name: FORD AUDIO-VIDEO SYSTEMS, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202055202-00
FORD AUDIO-VIDEO SYSTEMS, LLC

By: DocuSigned by:
James Ford
53B8DB22D7EB4D4... _____

Name: James Ford
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Systems Integrator Statement of Work DMMS Community Media Center

Ford AV (Contractor) will provide the turnkey solution for the multi-media and broadcast systems build out of the City and County of Denver's (the City) Community Media Center (CMC) which will offer the community the tools needed to provide media education, technical production training, and disseminate created video content through a variety of TV and online platforms. These mediums include Comcast and Century Link cable channels, a web streaming solution, and social media networks.

The CMC must have the necessary technology and tools that will allow the community to produce and deliver video content. These tools include a full television studio with a dedicated control room, a digital studio, a master control to program the available distribution channels, edit stations, a classroom to teach production courses to the community, and workspace areas with standard business solutions such as internet, WIFI VOIP, etc.

The production tools of the CMC will be designed using video and audio over IP protocols. Legacy formats such as analog audio and video, and digital video over SDI, will also be supported.

The Contractor shall provide goods and services, as detailed herein, related to the design, procurement, installation, integration and commissioning of all business systems and furnishings in support of the new CMC facility to open no later than November of 2020. A timeline with detailed milestones is included in this agreement. Noting that the attached timeline lacks actual calendar dates, the CMC Master Schedule, Exported May, 27, 2020 and emailed to Ford AV on 5-27-202 shall serve as a basis for actual calendar dates. Line 109 indicates a Purchase Order in Place sometime between 7-21-2020 and 7-27-2020 and the actual date of a Purchase Order in Place shall correspond with Phase 1 – Design of the Project Timeline as detailed in Section 17 below. That actual date will drive the balance of the Project Timeline as detailed in Section 17 below.

Contractor shall procure equipment & technology as detailed in the Equipment List revised May 11, 2020 for this build out except as specifically enumerated in this agreement as being provided by a third-party vendor. Contractor agrees to work in collaboration with the City's selected Engineering Project Manager for the design and integration of all systems.

Contractor shall design and integrate all solutions for:

- o Studio and studio control room equipment
- o Master Control operations

- o Digital Studio
- o Post-Production systems
- o Community Classroom
- o Reception Area and Offices

Contractor shall procure, install and commission — all technology as detailed in the Equipment List revised May 11, 2020 designed for:

- o Studio and studio control room equipment
- o Master Control operations
- o Digital Studio
- o Post-Production systems
- o Community Classroom
- o Reception Area and Offices

1. **Master Control - Consolidate the programming of public and educational access cable channels in one facility.**

- a. Install two (2) Castus QuickRoll Model #QR 203 with (2) HD-SDI and/or IP recordable inputs and three (3) HD-SDI and/or IP outputs, two (2) additional HD-SDI and/or IP playout channels, two (2) 32TB RAID6 upgrades and one (1) Castus Quickstream Server with Video-on-Demand and Live Streaming service including Roku support option (2TB VOD cloud storage).
- b. Provide basic Castus training support including twenty (20) short training videos and two (2) hours of phone support, after the install, at no charge.
- c. Provide and install three (3) channels of loudness control. The three (3) loudness control processors shall be connected to the matrix switcher inputs and outputs. The three (3) loudness control processors shall be mounted in one (1) Ross Video OpenGear frame.
- d. Provide and install one (1) Link ACE-2000 closed caption processor including the first year of support.
- e. Provide and install one (1) Link SCE-492 closed-captioning encoder including the first year of support.
- f. Provide and install one (1) quality control monitor/scope.
- g. Provide and install one (1) rackmount audio monitor.
- h. Provide and install one (1) 16-input multi-viewer and one (1) 49-inch wall-mount display for confidence monitoring of Master Control sources.
- i. Provide and install one (1) 4-inch, wall-mount, 6-digit, red LED clock in the Master Control Room.
- j. Provide and install two (2) Middle-Atlantic 2-6M slim series rack with one (1) rackmount AC power strip, onto one (1) OFE master control desk. Chairs for master control to be provided by owner.

- k. Assist owner in creating basic video workflows to prepare media for on-air playback
 - l. Coordinate with owner in configuring connectivity between the Emily Griffith Technical College building at 1860 Lincoln Street and the Community Media Center at 21st and Arapahoe street to receive the live feed of Denver Public School board meetings.
 - m. Install and connect the necessary equipment to feed the Comcast headend center with the community and educational access cable channels.
2. **Community Media Studio - Provide a state-of-the-art production studio and control room that the Denver community can use to produce content.**
- a. Provide and install three (3) custom/engraved BSP panels for the Studio to cover 24" x 24" x 4" wall boxes provided by the general contractor. Each plate shall be configured with at least (4) SDI outputs, (2) SDI inputs, (2) SDI Prompter outputs, (2) SDI talent monitor outputs, (2) tri-level sync outputs, intercom channel A & B, IFB Channels 1, 2, 3 and 4 outputs, (6) network connections, two (2) camera (fiber optic-OpticalCon) connections, (2) DMX/RJ45 connections for lighting control, four (4) analog audio inputs, and (14) blanks for future growth. Final configuration of panel to be determined in coordination with owner during detailed design process. Cable installation and termination to the DMX lighting control connectors on the BSP panels shall be provided by the lighting contractor.
 - b. Provide and install two (2) full-range audio speakers on the lighting grid in the Studio. Provide and install one (1) single-channel audio amplifier to power the two (2) lighting grid audio speakers.
 - c. Provide and install one (1) Dante-based monitor hub and six (6) personal monitor mixers on mounting stands for use by musicians/vocalists during musical productions in the Studio. Provide six (6) professional headphones to use with the six (6) personal monitor mixers. Provide two (2) powered monitor floor wedges for use by musicians/vocalists.
 - d. Provide and install two (2) manned cameras in the studio. The manned camera systems shall be provided with lens, lens controls, 7-inch viewfinder, pedestal, 17-inch teleprompter, 24-inch talent monitor, CCU, RCP, intercom headset and 30-foot studio camera cable. Provide one (1) spare 30-foot studio camera cable.
 - e. Provide and install three (3) pan/tilt/zoom cameras in the Studio. Two of the three PTZ cameras shall include a pedestal, teleprompter (PTZ camera inside), 24-inch talent monitor and tally light. One of the three PTZ cameras shall include a pedestal and tally light only.
 - f. The owner will provide one (1) computer for teleprompter software operation. Provide the ability to connect this computer in either the control room or studio. Provide and install one (1) scalar and one (1) 24-inch display for the OFE teleprompter computer.
 - g. Provide and install one (1) pan/tilt/zoom camera controller in the Control Room.

- h. Provide and install one (1) digital audio console with Dante connectivity in the Control Room. Provide and install two (2) active audio monitors for the digital audio console.
- i. Provide and install six (6) wireless lavalier microphone systems and four (4) wireless handheld microphone systems. Provide one (1) 45RU equipment rack to be located in the studio to hold wireless microphone receivers, IFB transmitters, and the studio monitor amplifier. Provide and install antenna combiners for the wireless microphone systems. Provide two (2) rack-mount battery chargers and sixteen (16) lithium-ion batteries with the wireless microphone systems. Provide up to seven (7) 4RU locking equipment drawers in the studio equipment rack for holding wireless microphone transmitters, IFB receivers and other studio accessories.
- j. Provide and install ten (10) wired microphones, seven (7) wired drum kit microphones, ten (10) direct boxes, ten (10) microphone boom stands, and twenty-five (25) microphone cables, for use in the studio.
- k. Provide and install one (1) Newtek video production switcher with one (1) Newtek I/O connection device and one (1) 2ME control panel. The video switcher shall be capable of recording and video playback. Provide two (2) 49-inch displays connected to the two (2) multi-viewer outputs of the video production switcher. Provide one (1) 24-inch display to be utilized for a “video playback” position, next to the video production switcher operator (TD). The video production switcher shall also contain internal capabilities for web streaming to social media platforms such as Facebook and YouTube).
- l. Provide and install one (1) tally light controller for the video production switcher. Provide tally connections, to include two (2) tally relays for the manned camera CCU’s and three (3) tally lights, for the three (3) PTZ cameras.
- m. Provide and install one (1) 2-graphic channel with key and fill character generator. The character generator (CG) shall be NDI-capable. Provide and install one (1) 24-inch display for operation of the CG in the Control Room.
- n. Provide and install six (6) 49-inch displays on rolling stands in the Studio.
- o. Provide and install one (1) wide-angle POV camera on the lighting grid of the Studio. Provide and install one (1) 49-inch display in the Control Room to provide the POV camera view to the Control Room technicians.
- p. Provide and install one (1) 4-inch, wall-mount, 6-digit, red LED clock in the Control Room and one (1) 4-inch, wall-mount, 6-digit, red LED clock in the Studio.
- q. Provide and install one (1) 2.3-inch wall-mount amber 100-minute Up/Down timer with one (1) thumbwheel remote control panel. The remote control panel shall be mounted in one (1) 3-gang tabletop box.
- r. Provide and install two (2) 6RU Turret Racks on top of OFE furniture in the Control Room. The owner will provide the Control Room furniture and chairs.
- s. Provide video connections to the studio switcher, studio CG, and studio cameras via either NDI or SDI protocol as determined during detailed design.

- t. Design and build an audio over IP infrastructure using the DANTE protocol to connect appropriate audio sources in the facility with appropriate audio destinations as determined during detailed design. IP network cabling and switch infrastructure will be provided by owner.
- u. Provide and turn over two (2) NDI to 3GSDI converters for use as required by DMMS personnel.

3. **Digital Studio - Provide a state-of-the-art podcast studio that the Denver community can use to produce content.**

- a. Provide and install three (3) pan/tilt/zoom cameras, with NDI, in the Digital Studio. Two (2) of the three (3) PTZ cameras shall include a pedestal, a wall mount and tally light. One (1) of the three (3) PTZ cameras shall include a pedestal, a wall mount, a teleprompter (PTZ camera inside), a 24-inch talent monitor and a tally light.
- b. Provide and install one (1) pan/tilt/zoom camera controller in the Digital Studio/
- c. One (1) OFE PC computer shall be provided by the owner for teleprompter software operation within the studio. Provide and install one (1) scaler, to properly send images to the teleprompter.
- d. Provide and install one (1) Newtek TC410Plus video production switcher with one (1) 1ME control panel. The video switcher shall be capable of recording and video playback. Provide two (2) 24-inch displays connected to the two (2) multi-viewer outputs of the video production switcher. The video production switcher shall also have internal capabilities for web streaming to social media platforms such as Facebook and YouTube.
- e. Provide and install one (1) tally light controller to the video production switcher.
- f. Provide and install one (1) digital audio console, with Dante connectivity, in the Control Room. Provide two (2) active audio monitors for the digital audio console.
- g. Provide and install four (4) professional broadcast microphones with four (4) boom arms in the Digital Studio. Provide and install one (1) professional, 4-channel microphone pre-amp processor in the Control Room.
- h. Provide and install one (1) audio distribution amplifier, six (6) under-table mount headphone volume controls, six (6) headphones and six (6) headphone holders in the Digital Studio.
- i. Provide and install one (1) 4-inch, wall-mount, six-digit, red LED clock in the Digital Studio.
- j. Provide and install one (1) 2.3-inch, wall-mount, amber, 100-minute Up/Down timer with one (1) thumbwheel remote control panel. The remote control panel shall be mounted in one (1) 3-gang tabletop box in the Digital Studio.
- k. The owner will provide furniture for placement of the technical equipment. The owner will provide chairs for the Digital Studio.

1. Lighting fixtures, infrastructure and lighting control for the Digital Studio will be provided by the lighting contractor.
4. **Post-production Systems - Provide an audio/video post-production center with current hardware and software tools to be used by the Denver community.**
 - a. Install four (4) OFE editing computers at four (4) OFE workstation furniture locations. Install and configure the software on each computer based on a template provided by the owner. Coordinate IP addresses with the owner. All editing software and additional computer accessories shall be provided by the owner. Chairs will be provided by the owner.
 - b. Provide and install two (2) editing systems on OFE furniture provided and installed by others. Chairs will be provided by the owner. Each editing system shall include one (1) OFE computer. Provide and install two (2) 32-inch desktop displays, one (1) 4K interface, one (1) 24-inch reference display and two (2) active audio speakers. Install and configure the software on each computer based on a template provided by the owner. Coordinate IP addresses with the owner. All editing software and additional computer accessories shall be provided by the owner.
 - c. Provide one (1) audio post-production (DAW) mixing surface, which will be utilized at either of the two (2) editing systems.
 - d. Connect each of the two (2) edit suites to the Dante audio over IP network and to the 10 GB storage network. Network cabling and switches will be provided by the owner. Install one (1) wall-mounted display provided by the owner in each edit suite. Provide and install two (2) HDMI cables to connect the two (2) edit computers to the wall-mounted displays. Provide and install one (1) additional HDMI cable to connect a wall plate to a future display in the Edit/Storage room.
5. **Community Classroom - Provide a classroom equipped with current post-production hardware and software tools in which to offer video and audio production and post-production courses to the Denver community.**
 - a. Install eighteen (18) OFE computers at eighteen (18) OFE student desks. Chairs will provided by the owner. Install and configure the software on each computer based on a template provided by the owner. Coordinate IP addresses with the owner. The owner will provide an additional computer for the classroom instructor.
 - b. Mount and connect two (2) OFE flat panel displays using owner-provided mounts. Each display shall be connected to the IP network, HDSDI routing switcher, and the RF Distribution System. Provide and install one (1) SDI to HDMI converter at each display for connection to the HDSDI routing switcher.

- c. Provide and install two (2) HDMI cables from wall plates to the two (2) OFE flat panel displays.

6. Provide video, audio and RF monitoring in reception and office areas.

- a. Provide and install one (1) SDI to HDMI converter at one (1) OFE flat panel display in the Reception Area for connection to the HDSDI routing switcher.
- b. Provide and install three (3) SDI to HDMI converters at three (3) OFE flat panel displays in three (3) offices for connection to the HDSDI routing switcher.
- c. Provide and install one (1) SDI to HDMI converter at one (1) OFE flat panel display in the Workstation Area for connection to the HDSDI routing switcher.
- d. Mount and connect five (5) OFE flat panel displays using owner-provided mounts. Each display shall be connected to the IP network, HDSDI routing switcher, and the RF Distribution System.
- e. Provide and install three (3) HDMI cables from wall plates to the flat panel displays in the 3 offices.

7. Provide cable terminations and IP Network connectivity and integration.

- a. Terminate HDSDI video and RF cables at wall plates located in the reception area, three (3) offices, CM workstation area, Edit Suites and Edit/Storage room, Master Control, and Classroom. Provide HDSDI video and RF cables to connect wall plates to the wall-mounted displays in these areas.
- b. Coordinate with DMMS project manager and the owner's Network Design & Management team or their vendors to ensure necessary systems are connected & integrated to the Video and Audio IP Network (Media LAN).

8. Provide Shared Storage System and Media Asset Management to support the storage of program content for the Community Media Center.

- a. Provide and install transcoding equipment to convert NDI (Newtek) to Studio Network Solutions EVO storage system.
- b. Provide and install one (1) Studio Network Solutions EVO shared storage solution in the Technical Core equipment racks. Storage solution to consist of 192 TB raw capacity, a minimum of two (2) 1GB Ethernet Ports and 3 ETH-2x10G 10 GB Copper Ethernet Ports.
- c. Provide one (1) SATA 7.2K 12.0 TB-3Gbs spare hard disk drive.
- d. Provide one EVO 1300W spare power supply.
- e. Provide Studio Network Solutions ShareBrowser asset management software (included with SNS EVO).

9. Provide Technical Core Systems to support the Community Media Center.

- a. Utilize OFE equipment racks and electrical (PDU) equipment and other rack accessories, provided by the owner.
- b. Provide and install one (1) digital matrix intercom master frame, with one (1) digital connection card, one (1) 16-port 4-wire audio card and one (1) Dante audio I/O card, in the technical core equipment racks. Provide and install one (1) license of matrix configuration software on one (1) OFE computer. The OFE computer shall be located in the technical core equipment racks.
- c. Provide and install two (2) 4-wire to 2-wire converters, one (1) four-channel, 2-wire power supply and one (1) two-channel, 2-wire power supply in the technical core equipment racks. The converters and power supplies shall provide the hardwired IFB channels (4) and hardwired intercom channels (2) at each BSP Studio wall plate.
- d. Provide and install one (1) twelve-button rackmount intercom remote station with one (1) gooseneck microphone in the Technical Core equipment racks.
- e. Provide and install one (1) twelve-button tabletop intercom remote station with one (1) single-muff headset and one (1) gooseneck microphone for the Master Control area.
- f. Provide and install two (2) twelve-button tabletop intercom remote stations with two (2) single-muff headsets and two (2) gooseneck microphones for the two (2) Edit Suites.
- g. Provide and install one (1) twelve-button tabletop intercom remote station with one (1) single-muff headset for the Digital Studio.
- h. Provide and install two (2) twelve-button tabletop intercom remote stations with two (2) single-muff headsets for the Studio Control Room.
- i. Provide and install one (1) twelve-button tabletop intercom remote station with one (1) gooseneck microphone for the audio position in the Studio Control Room.
- j. Provide and install two (2) wireless IFB transmitters, one (1) signal splitter, one (1) amplifier and one (1) antenna, for transmission to two (2) wireless IFB receivers with two (2) earpieces (1 spare earpiece included). The wireless IFB antenna shall be installed in the Studio.
- k. Provide and install one (1) dual-channel wireless intercom main station in the Technical Core equipment racks, with the antennas remoted near the Studio. Provide two (2) wireless intercom belt-packs with two (2) single-muff headsets. One (1) NiMH battery charger, with batteries shall be included with the wireless intercom belt-packs.
- l. Connect the digital matrix intercom system 4-wire audio card to the two (2) manned cameras CCUs located in the Technical Core equipment racks.
- m. Provide four (4) single-channel belt-packs and four (4) single-muff headsets, for connection to the BSP panels in the Studio.
- n. Provide four (4) single-channel IFB belt-packs with six (6) earpieces (2 spare) for connection to the BSP panels in the Studio.
- o. Provide and install one (1) six-line telephone hybrid and one (1) Dante I/O interface in the Technical Core equipment racks. Provide one (1) digital hybrid

handset to be connected in either the Studio Control Room or the Digital Studio as required. The telephone lines shall be provided by the owner.

- p. Provide and install one (1) openGear frame in the Technical Core equipment racks. The openGear frame shall contain one (1) master clock (Audio Tone, HD bars, HD black, AES/LTC, and tri-level sync), one (1) AES to analog audio converter, one (1) analog audio distribution amplifier and three (3) utility video distribution amplifiers.
- q. Provide and install one (1) 3GSDI (1080p) 64-input x 64-output matrix switcher, for routing of SDI input sources to SDI output destinations.
- r. Provide and install four (4) 32 x 2 point, 3GHz video patch bays, to the inputs and outputs of the 64 x 64 3GSDI video matrix switcher. Ford shall provide one (1) additional 32 x 2 point 3GHz video patch bay for miscellaneous sources and destinations.
- s. Provide and install five (5) matrix switcher remote panels, for manual changes. The remote panels shall be located as follows: (1) Technical Core equipment racks, (1) Studio Control Room, (1) Master Control and two (2) in the Edit Suites.
- t. Provide and install one (1) quality control monitor/scope.
- u. Provide and install one (1) rackmount audio monitor.
- v. Provide and install one (1) 4-inch, wall-mount, six-digit, red LED clock in the Technical Core.
- w. Utilize OFE network switches provided by the owner.
- x. Provide and install two (2) WAP (wireless appliances), at the ceiling, above/near the Video Studio Control Room and the Digital Studio Control Room. The WAP's shall provide the ability for the digital audio mixing consoles to utilize remote iPad apps, for remote control of the consoles. Any Apple iPad devices or control apps shall be the responsibility of the owner.
- y. Provide and install six (6) duplex, single-mode fiber cables with LC connectors from the Technical Core equipment racks to the fiber point of demarcation (MPOE Room) for Comcast connections (approximately 50 feet). Conduits shall be provided by the building owner.
- z. Provide and install four (4) video processors in the Technical Core equipment racks.
- aa. Provide and install one (1) 4-input AJA KiPro Ultra Plus ProRes recorder with two (2) SSD drives and one (1) SSD reader. The AJA KiPro Ultra Plus shall be installed in the Technical Core equipment racks or the Studio Control Room. The KiPro Ultra Plus is equipped with advanced remote control and configuration via web browser.
- bb. Cable trays in the Technical Core shall be provided by the building owner.

10. Provide a QAM modulated RF distribution system to feed wall-mounted flat panel displays throughout the facility.

- a. Provide and install one (1) 4-channel HDMI to QAM modulator in the Technical Core equipment racks.
- b. Provide and install one (1) 1-channel HDMI to QAM modulator in the Technical Core equipment racks.
- c. Provide and install one (1) 8 x 1 RF combiner in the Technical Core equipment racks.
- d. Provide and install one (1) 35dB RF amplifier in the Technical Core equipment racks.
- e. Provide and install two (2) 1 RU equipment rack shelves in the Technical Core equipment racks for the cable TV tuners.
- f. Install five (5) Comcast cable TV tuners on the two (2) equipment rack shelves.
- g. Connect the HDMI outputs of the five (5) Comcast cable TV tuners to the HDMI inputs of the QAM modulator.
- h. Provide and install one (1) 22-inch 1080p display onto one (1) 3RU rack blank, in the Technical Core equipment racks. The 22-inch display RF input shall be connected to the RF Test output of the 35dB RF amplifier.
- i. Connect the LAN connection of the QAM modulator to an OFE network switch, located in the Technical Core equipment racks.
- j. RF infrastructure beyond the one (1) RF amplifier in the Technical Core equipment racks (cabling to TV's, splitters, taps, additional amplifiers), shall be provided by others.

11. Provide submittals as specified in this section.

- a. Provide a detailed schedule of all work to be completed by systems integrator prior to commencement of any work, including design work.
- b. Provide a list of and manufacturer's data sheet on all products to be incorporated within the work prior to commencement of equipment installation.
- c. Provide functional diagrams of all systems for approval prior to beginning any on-site work. Functional drawings must indicate number of cables and connectors to be provided at any wall connector panels.
- d. Provide detailed design drawings of all systems integrator designed systems for approval prior to installation of equipment. Design drawings should include video, audio and control one-line drawings, floor plan drawings, rack and console elevation drawings, and layout drawings of patch panels, patch panel label strips, and connector panel layout and labeling.
- e. Provide a schedule of cable types and colors proposed for the work prior to any cable pulls. Note that the facility standard for data cabling is Category 6A. Note that all cable must be plenum rated.
- f. Provide final as-built drawings and cable schedules for all completed work.
- g. Provide an original copy of all manufacturer service and/or operations manuals for which the manufacturer provides such manual(s) with delivered equipment.

12. **Delivery, Storage and Handling**

- a. Ship all products in their original container.
- b. Provide protective covering during installation.
- c. At no cost to the project, replace any product damaged during storage or installation.
- d. Provide a list of all equipment delivered at the time of delivery, including manufacturer, model, description and serial number, if any.
- e. Provide personnel to assist the owner in applying property tags to all delivered equipment prior to or during installation, including any de-mounting of equipment needed to visually observe the serial number.

13. **Project Conditions**

- a. Verify all site conditions applicable to this work.
- b. Notify owner's project manager in writing of discrepancies, conflicts or omissions promptly upon discovery.

14. **Execution of Work**

- a. It is the responsibility of the system integrator to supply systems in fully working order.
- b. Provide and install any cabling, cable management hardware, terminators, mounting hardware, and accessories required for the installation of the technical systems.
- c. Obtain all permits necessary for the execution of any work pertaining to the installation or to operation by the owner, including paying any charges or fees.
- d. Execute all work in accordance with the National Electrical Code, the National Electrical Safety Code, and all applicable State and Local codes, ordinances and regulations.
- e. Install all equipment in accordance with the Americans with Disabilities Act where applicable.
- f. Assign a specific project team to the CMC. Staff and their roles are listed in Exhibit A. Contractor shall report any staff assignment changes to the City at least two weeks prior to departure from project.

15. **Configuration, Testing, Verification and Demonstration.**

- a. Configure equipment as detailed in the Equipment List revised May 11, 2020 required to produce completely operational systems.
- b. Verify correct operation of all equipment and systems for the functions they were designed to perform.

- c. Test all system integrator provided or terminated cabling under signal conditions for which the cable is designed. Maintain test reports on all cables tested, subject to inspection by owner's representative.
- d. Demonstrate correct operation of all equipment and systems to the owner's representative(s).
- e. Provide tools, test equipment and materials necessary to make any adjustments or repairs to the equipment provided.

16. Instruction of the Owner's Personnel

- a. After final completion, provide up to 24 hours of instruction in the operation and maintenance of the equipment and systems. Provide separate sessions for operations and maintenance personnel if requested.
- b. All operational and maintenance manuals as well as as-built drawings must be on site at the time of the instruction.
- c. Prior to the instruction, submit for approval a training outline for each area of the facility listing the area and details of the instruction to be provided and the personnel to whom the training will apply.

17. Project Timeline

Work shall be performed according to the milestone timeline below. Timelines may change based on mutual agreement between DMMS and the Contractor.

Phase	Milestone	Notes	Duration (# of DAYS after contract execution)	Duration (# of WEEKS after contract execution)
	Systems Integrator Contract & Services Total		68d	14w
Phase 1 - Design	Fully Executed Contract		5d	1w
Phase 1 - Design	Finalize Functional Drawings & Approve	To be completed simultaneously with contracting process.	0	0
Phase 1 - Design	95% Equipment List Approval		0	0
Phase 1 - Design	Finalize & Approve Detailed Design Drawings		15d	3w
Phase 2 - Equipment Order	Lead time for equipment order/ Pre-build & In Shop Testing	Equipment to be ordered as soon as contract is in place and functional drawings are approved. Pre-build of routing switcher and patch panels off-site.	20d	4w
Phase 3 - Installation	SI Work Begins Onsite	On-site cable pull and termination of classroom, office and edit room cabling. Mounting of wall-mounted monitors.	15d	3w
Phase 3 - Installation	Systems Installation	Racks are currently in place and ready for	55d	11w

		equipment. Complete tech core, classroom, digital studio, studio, CR, edit room and master control installation.		
Phase 4 - Testing & Training	Systems Test and Training		65d	13w
Phase 5 - Go Live	Final City Inspection and Acceptance		68d	14w

18. Payment Schedule

Contractor shall bill DMMS monthly. Payment shall be contingent upon written acceptance from DMMS that the equipment has been received and the work has been successfully completed by Contractor as detailed in each invoice presented. DMMS shall retain 10% (ten percent) of each payout. All-retainage shall be paid after Phase 5 is successfully completed and DMMS has given final written acceptance/approval of project completion.

19. Project Milestones

For each milestone, a DMMS authorized representative shall give final, written approval that individual deliverables and milestones have been completed to the City's standards and no outstanding issues exist. Contractor, and DMMS shall provide reasonable turnaround times on critical decisions, information requests, and approvals required to ensure the project tasks and deliverables are completed on time. DMMS, along with Contractor will collaborate on regularly scheduled status calls: to be held at least weekly, to provide status updates, discuss open issues, project risks, etc.

20. Provide support and licensing agreements for the technical equipment as follows:

- a. Chyron-Hego Prime LT Character Generator
 - i. 1 Day Commissioning – At Facility
 - ii. 2 Days Prime Essentials Training – At Facility
 - iii. Travel and Expenses
 - iv. Three (3) Years Extended Support Bundle
- b. Newtek Tricaster TC1 and TC410Plus Video Production Switchers, NRSD Server
 - i. 2 Days Commissioning – At Facility
 - ii. 2 Days Onsite Training – At Facility
 - iii. 1 Travel Day Fee
 - iv. 3 Onsite Training Travel Day Fee
 - v. 1 Travel and Expenses for Onsite Commissioning and Training
 - vi. 2 Years ProTek with Premium Access + 1 Year ProTek with Premium Access Renewal for Tricaster TC1 Switcher

- vii. 2 Years ProTek + 1 Year ProTek Renewal for Tricaster Two Stripe Remote Control Panel
 - viii. 2 Years ProTek + 1 Year ProTek Renewal for NC1 I/O.
 - ix. 2 Years ProTek with Premium Access + 1 Year ProTek with Premium Access Renewal for Tricaster TC410Plus Switcher
 - x. 2 Years ProTek + 1 Year ProTek Renewal for TC1SP Remote Control Panel
 - xi. 2 Years ProTek + 1 Year ProTek Renewal for NRSD Remote Storage Server
- c. Castus Video Automation System
- i. 3 Year Hardware Warranty
 - ii. Three (3) years of Castus Hosting Service is Included
 - iii. Online Training Videos – Free
 - iv. Online Training Per Hour – Hourly Rate of \$125/hour. Providing six (6) hours of phone training.
 - v. Onsite Training Per Day - \$1,500 Per Day (Travel Expenses Extra)
- d. Studio Network Solutions EVO Server System (16-Bay)
- i. 3 Years - Lifetime QComplete Standard Level Support – Phone & Email Support during normal SNS business hours, M-F, 9am – 6pm US/CST
 - ii. 3 Year Extended Hardware Maintenance-Hardware repair/replacement for 12 months.
 - iii. Phone Installation/Configuration (Data Migration/Backup is not Included)
 - iv. One-Time 4 Hour Remote/Phone-Assisted ShareBrowser and EVO Training Service
- e. Link Electronics ACE-2000/492 Optional Additional Warranty After 1st Year
- i. Years 2 & 3

21. Delete Alternate Equipment and Services

- a. Provide an optional alternate to the proposal and this scope of work to delete certain equipment and associated design, installation, testing, commissioning and support services related to the master control systems as follows:
 - i. QAM Modulation equipment

- ii. Master Control monitoring and associated equipment including displays, audio monitor and multiviewer.
 - iii. Reduction of installation services associated with items i and ii above.
- b. The reduction of installation services will also include the following:
 - i. Installation of Ross audio processing cards into 1 OFE Open-Gear Frame with cable terminations provided by owner.
 - ii. Installation of Castus products into OFE equipment racks with cable terminations by owner.
 - iii. Engineering services to provide design and as-built drawings for items i and ii above.
- c. Prior to final design completion the City will advise if any portion or the entirety of the delete alternate option must be invoked.

Equipment List

PRODUCTION STUDIO & CONTROL RM

Quantity	Description	Price	Extension
2.00	PANA.AKHC3800GS CAME,THREE 2/3"CCDS	14,207.00	28,414.00
2.00	PANA.AK-HVF70GJ ACCE,7"VIEWFINDER FOR AKHC3800	2,754.00	5,508.00
2.00	PANA.AKHCU200PS CAME,RU CAMERA CONTRL	6,775.00	13,550.00
2.00	PANA.SHAN-TM700 ACCE,TRIPOD ADAPTOR PLATE	440.00	880.00
2.00	FUJI.XA20SB85BR LENS,HD 20X 2/3" ZOOM LENS	6,148.00	12,296.00
2.00	FUJI.MS-01 KIT,SEMI-SERVO FOR BERM LENS	1,838.00	3,676.00
2.00	LIBE.RSP850PDS PRO STUDIO PEDESTAL SYST	7,900.00	15,800.00
3.00	PANA.AWHN130WPJ CAME,PTZ,3MOS,20X,POE+,NDIHX	7,203.00	21,609.00
1.00	PANA.AW-RP150GJ ADVANCED PTZ JOYSTICK CONTROL	4,355.00	4,355.00
3.00	IKAN.EI7100HKIT AIR-CONTRL PED KIT-7100H HEAD	2,813.00	8,439.00
1.00	MARS.CV502-MB CAME,MINI,BROADCAST,POV,2.5MP	250.00	250.00
1.00	MARS.CVM-11 MOUN,11",ARTICULATING,ARM,LOCK	57.00	57.00
1.00	MARS.CVM-12 C-CLAMP MOUNT, 1/4-20	25.00	25.00
9.00	LG.49UT640SOUA 49" LCD DISPLAY,4K,400 NIT	831.00	7,479.00
3.00	CHIE.MTM1U MOUN, UNIVERSAL MOUNT	142.00	426.00
6.00	CHIE.MFCUB CART, 4'-6' MFP,MOBILE CART,BL	617.00	3,702.00
1.00	META.TLC-8S AV,TALLY CONTOLLER,TRICASTER	495.00	495.00
3.00	META.TL2-C ACCE,CAMERA TALLY LIGHT	50.00	150.00
2.00	METASETZ RU-2 RELAY UNIT	40.00	80.00
1.00	TELEPROMPTER PC COMPUTER	.00	.00
1.00	DECI.MD-HX CROSS-CONVERTER/SCALER/RATE CO	329.00	329.00
2.00	CLEA.CC-300-X5 HEAD,SGL EAR HEADSET 5-PIN XLR	324.00	648.00
7.00	AJA.HI5-PLUS VIDE,HDMI-3GSDI,DSLR FORMAT	316.00	2,212.00
1.00	CUSTM BSP STUDIO WPLANEL-QTY 3	3,667.00	3,667.00
10.00	SHUR.SM58LC MIC,UNIDIR,DYN,LESS CABL	100.00	1,000.00
1.00	SHUR.PGADRUMKIT 7 PIECE DRUM KIT MIC	435.00	435.00
10.00	WHIR.IMP2 BOX,DIRECT,STANDARD	45.00	450.00
10.00	ULTI.JS-MCTB200 STAN,TRIPOD,BOOM,BLACK	21.00	210.00
10.00	WHIR.MK415 CABL,XLRF-XLRM,15',MIC	25.00	250.00
10.00	WHIR.MK425 CABL,MIC,25'	28.00	280.00
5.00	WHIR.MK450 CABL,MIC,50'	41.00	205.00
2.00	ALLEN-HEATH AH-DT168 16X8 DANT	1,693.00	3,386.00
1.00	ALLE.AHME-U MIXE,POE ROUTER FOR AH SYSTEMS	1,499.00	1,499.00
6.00	ALLE.AH-ME-1 MIXE,42CH,PERSONAL MONITOR	562.00	3,372.00
1.00	ALLE.AHMDANTEA CARD,AUDIO CARD,ILIVE,DANTE	1,298.00	1,298.00
6.00	ULTI.MC-05B STAN,MIC	24.00	144.00
6.00	AKG.K240MK2 SEMI OPEN STUDIO HEADPHONE	132.00	792.00
5.00	MACK.SRM350V3 SPEA,10",2-WAY,POWERED SPEAKER	378.00	1,890.00
1.00	ALLE.AH-SQ-7 MIXE,48CH,33FADR,7"TOUCH,96KHZ	4,703.00	4,703.00
1.00	ALLE.AHMSQDANTA CARD,64X64 SQ DANTE 96KHZ	703.00	703.00
2.00	JBL.305PMKII SPEA,POWERED,5",TWO-WAY,BI-AMP	144.00	288.00

1.00	JBL.CSA180Z AMP,1X80W,FANLESS,70/100V	337.00	337.00
2.00	JBL.CONTROL23T SPEA,3.5",2WAY,50W,W/XFRMR,BLK	109.00	218.00
3.00	SHUR.UA844+SWB ACCE,DISTRO,ANT/PWR,5WAY,W/CBL	474.00	1,422.00
6.00	SHUR.QLXD14-J50 MIC,WX,BDYPAK,INSTR,572-636MHZ	973.00	5,838.00
6.00	SHUR.WL183 MIC,WIRELESS,OMNI LAV	89.00	534.00
4.00	SHUR.QLXD24SM58 MIC,DIGITAL HANDHELD SYS,SM58	999.00	3,996.00
16.00	SHUR.SB900A BATT,LITHIUM ION,RECHARGABLE	94.00	1,504.00
3.00	LG.24UD58-B DISP.MON,24" ULTRA HD IPS 4K	342.00	1,026.00
2.00	PANA.AKHRP1000G REMOTE OPERATION/SHADER	4,371.00	8,742.00
2.00	PROM.ROBO-HB ROBO-HIGH BRIGHT ROBOPRMPR	4,150.00	8,300.00
2.00	SHUR.SBRC-US BATT. BATTERY RACK CHARGER	643.00	1,286.00
8.00	SHUR.SBC-AX BATT,AXIENT CHARGING MODULE	104.00	832.00
1.00	MIDD.BGR45SA27 RACK,45RU,27"D,STAND-ALONE	1,163.00	1,163.00
7.00	MIDD.TD4LK RACK DRAWER,4RU,W/LOCK	195.00	1,365.00
1.00	MIDD.PDT-1415C POWE,14 OUTLETS, 15A, CORDED,	155.00	155.00
2.00	PROMPTER PEOPLE FLEXP-S17HB PR	2,399.00	4,798.00
2.00	PROMPTER PEOPLE MON-TAL24HB	1,550.00	3,100.00
			=====
		Sub Total	199,568.00

PROD STUDIO/CNTRL RM-CHYRON

Quantity	Description	Price	Extension
1.00	CHYRON PRIME CSTM Q-11717-1	18,746.00	18,746.00
			=====
		Sub Total	18,746.00

PROD STUDIO/CNTRL RM-NEWTEK

Quantity	Description	Price	Extension
1.00	NEWTEK CSTM QTE EST38007	49,309.00	49,309.00
			=====
		Sub Total	49,309.00

DIGITAL STUDIO & CONTROL ROOM

Quantity	Description	Price	Extension
3.00	PANA.AWHN130WPJ CAME,PTZ,3MOS,20X,POE+,NDIHX	7,203.00	21,609.00
1.00	PANA.AW-RP150GJ ADVANCED PTZ JOYSTICK CONTROL	4,355.00	4,355.00
3.00	VADD.5352000223 ACCE,MODEL 700 WALL BRACK	221.00	663.00
3.00	IKAN.EI7100HKIT AIR-CONTRL PED KIT-7100H HEAD	2,813.00	8,439.00
1.00	OFE.PROMPTER COMPUTER	.00	.00
1.00	DECI.MD-HX CROSS-CONVERTER/SCALER/RATE CO	329.00	329.00
1.00	META.TLC-8S AV,TALLY CONTOLLER,TRICASTER	495.00	495.00
3.00	META.TL2-C ACCE,CAMERA TALLY LIGHT	50.00	150.00
4.00	SHUR.SM7B MIC,CARDIOID DYNAMIC STUDIO VO	432.00	1,728.00
4.00	AVLE.HM-50BA ACCE,STD-BOOM,DSK,STND,C-CLAMP	42.00	168.00
1.00	ALLE.AH-SQ-5 MIXE,48CH,17FADER,SQ-SERIES	2,822.00	2,822.00

1.00	ALLE.AHMSQDANTA CARD,64X64 SQ DANTE 96KHZ	703.00	703.00
1.00	RADI.RU-ADA8D AMP.DA,AUDIO DIST,2X8,1X16	372.00	372.00
1.00	RADI.PS-24AS POWE,SUPPLY,24,VOLT	23.00	23.00
6.00	WHIR.HBUC UNDER-COUNTER HEADPHNE BOX/VC	103.00	618.00
6.00	AUDI.ATH-M50X HEAD,DYNAMIC MONI,CLOSED BACK	132.00	792.00
6.00	K&M.16085 DESKTOP HEADPHONE MOUNT	32.00	192.00
1.00	OFE.DESK-FURNITURE	.00	.00
1.00	MIDD.PD-915R POWE,9OUT,15A,RCKMT,POWER STR	94.00	94.00
2.00	LG.24UD58-B DISP.MON,24" ULTRA HD IPS 4K	342.00	684.00
2.00	FOST.6301NX SPEA,4" ACTIVE MONITOR	330.00	660.00
1.00	PROM.ROBO-HB ROBO-HIGH BRIGHT ROBOPRMP	4,150.00	4,150.00
1.00	PROMPTER PEOPLE MON-TAL24HB	1,550.00	1,550.00
1.00	TRIPPLITE SRSHELFBKD	381.00	381.00
1.00	FOCU.ISA428MKII AMP,4 CHANNEL MIC PREAMP	1,857.00	1,857.00
2.00	MIDD.2-6M RACK,6 SPACE (10 1/2") DESKTOP	195.00	390.00
			=====
		Sub Total	53,224.00

DIG. STUDIO/CNTRL RM-NEWTEK

Quantity	Description	Price	Extension
1.00	NEWTEK TC410PLUS QTE EST38007	10,290.00	10,290.00
			=====
		Sub Total	10,290.00

MASTER CONTROL SYSTEM

Quantity	Description	Price	Extension
1.00	LG.49UT640SOUA 49" LCD DISPLAY,4K,400 NIT	831.00	831.00
1.00	CHIE.MTM1U MOUN, UNIVERSAL MOUNT	142.00	142.00
1.00	ROSS.OGX-FR-CN OPENGear OGX FRAME-COOLING	1,926.00	1,926.00
1.00	ROSS.PS-OGX 600 WATT UNIVERSAL POWER SUPPL	637.00	637.00
3.00	ROSS AAP-8644 ADV AUDIO PROCSR	3,089.00	9,267.00
3.00	ROSS R2C-8644 4-SLOT REAR MODL	310.00	930.00
2.00	OFE.MODULATOR-COMCAST	.00	.00
1.00	OFE.DESK-FURNITURE	.00	.00
2.00	MIDD.210M RACK,10 SPACE (17 1/2") DESKTO	189.00	378.00
2.00	MIDD.PD-915R POWE,9OUT,15A,RCKMT,POWER STR	94.00	188.00
1.00	MARS.V-R173-DLW DISP.MON,17" HD RM WVFRM/VECTO	2,999.00	2,999.00
1.00	MARSHALL AR-DM-51B AUD MONITOR	1,141.00	1,141.00
1.00	VIEW.VZMV1602SD VIDE,DUAL MODE 16CH SDI MULTIV	1,640.00	1,640.00
3.00	ROSS AAP+DSP-UPMIX AEROMAX LIC	1,125.00	3,375.00
			=====
		Sub Total	23,454.00

MASTER CNTRL SYS-CASTUS

Quantity	Description	Price	Extension
1.00	C25 CASTUS CUSTOM ESTIMATE 1272	72,180.00	72,180.00
		Sub Total	72,180.00

MASTER CNTRL SYS-LINK ELECTRN

Quantity	Description	Price	Extension
1.00	LINK ELEC ACE-2000/SCE-492 BDL	47,485.00	47,485.00
		Sub Total	47,485.00

VIDEO AND AUDIO EDIT STATIONS

Quantity	Description	Price	Extension
2.00	OFE.APPLE COMPUTER-FOR EDIT SUITE	.00	.00
2.00	AJA.IO-4K-PLUS 12-BIT 4K/ULTRA HD, 12G-SDI	1,996.00	3,992.00
2.00	MARS.V-R241-4K DISP.MON,24" 4K BROADCAST 12G	5,775.00	11,550.00
4.00	OFE.APPLE COMPUTER-FOR EDIT WORKST	.00	.00
4.00	OFE.EDIT WORKSTATION FURNITURE	.00	.00
1.00	AVID S3 AUDIO CONTROL SURFACE	5,263.00	5,263.00
4.00	LG.32MU59-B DISP.MON,39",4K,PRO	455.00	1,820.00
2.00	AJA.HI5-PLUS VIDE,HDMI-3GSDI,DSLR FORMAT	316.00	632.00
4.00	YAMA.HS7 6.5" POWERED STUDIO MONITOR	252.00	1,008.00
		Sub Total	24,265.00

SHARED STORAGE/DIGI ASSET MGMT

Quantity	Description	Price	Extension
1.00	SNS EVO-192TB QTE EST35103	67,631.00	67,631.00
		Sub Total	67,631.00

VIDEO PRODUCTION CLASSROOM

Quantity	Description	Price	Extension
19.00	OFE.APPLE COMPUTER-VID PROD CLASSR	.00	.00
2.00	AJA.HI5-PLUS VIDE,HDMI-3GSDI,DSLR FORMAT	316.00	632.00
2.00	MISC.HARDWARE,CABLE,CONNECTORS	290.00	580.00
		Sub Total	1,212.00

TECHNICAL CORE SYSTEMS

Quantity	Description	Price	Extension
1.00	AJA.KUM064X64 64 INPUT X 64 OUTPUT 3GSDI RTR	6,396.00	6,396.00
5.00	AJA.KUMOCP2 PANE,2RU HRDWRE CONTROL PANE	716.00	3,580.00
2.00	CLEA.IF4W4 AV,ENCORE,4CH,4 WIRE INTERFACE	1,120.00	2,240.00
4.00	CLEA.RS701 TRAN,XLR 3,INTERCHANGABLE MIC	294.00	1,176.00
1.00	CLEA.PS-702 POWE,POWER SUPPLY,2CH RACK MOU	827.00	827.00
4.00	CLEA.TR50 RECE,SINGLE CHAN,TALENT,RECE	224.00	896.00
9.00	CLEA.CC-010A IFB IN EAR HEADSET	75.00	675.00
1.00	TELE.BTR-800 INTE,WIRELESS,BASESTATION	4,634.00	4,634.00
2.00	TELE.TR-800 ACCE,INTERCM,WIRELESS,BELTPACK	1,484.00	2,968.00
1.00	TELEX BC-800NM4 CHARGER KIT	1,140.00	1,140.00
1.00	COBA.9960TG2REF TEST,3G/HD/SD-SDI,SIGNAL GEN	3,277.00	3,277.00
1.00	ROSS.DAC8418AR2 CRD,DUAL,AES,QUAD,ANAL,CONV	765.00	765.00
3.00	ROSS.UDA8705AR2 AMP,ANALO VID UTILITY DIST AMP	328.00	984.00
1.00	ROSS.ADA8405CR2 ANALOG AUDIO/TIMECODE DA	430.00	430.00
2.00	ESE.ES391UTWALL 2.3" UP/DOWN WALL TIMER	633.00	1,266.00
2.00	FSR.DSKB-3G MOUN. 3 GANG DESKTOP MOUNTING	90.00	180.00
2.00	UBIQ.UAPACIWUS WIRELESS ACCESS POINT, WI-FI	124.00	248.00
1.00	ROSS.OGX-FR-CN OPENGear OGX FRAME-COOLING	1,926.00	1,926.00
1.00	ROSS.PS-OGX 600 WATT UNIVERSAL POWER SUPPL	637.00	637.00
2,000.00	BELD.1855A WIRE,RG59/U,23AWG	.65	1,300.00
5,000.00	BELD.1695A WIRE,RG6/U,#18,75OHM,PLEN,CATV	1.00	5,000.00
4,000.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	.31	1,240.00
1,000.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.21	210.00
4,000.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	.11	440.00
2,000.00	WEST.25292B WIRE,1PR,#20,PLENUM,TWISTED	.14	280.00
1,000.00	CLAR.CW1622P WIRE,PLENUM,16/2C+22/2C,ELEC	1.08	1,080.00
600.00	CORN.012ESPT410 CABL,FREEDM,LST,PLENUM,SM,12F	1.87	1,122.00
1.00	RDL.RU-MLB4P DATA,DANTE,BI-DIREC,NTWK INTER	756.00	756.00
4.00	ESE.ES943U 4" 6-DIGIT LED CLOCK RED WALLM	875.00	3,500.00
1.00	RADI.PS-24AS POWE,SUPPLY,24,VOLT	27.00	27.00
1.00	MANNED CAM FIBER CABLES/PANEL	5,674.00	5,674.00
1.00	MARS.V-R173-DLW DISP.MON,17" HD RM WVFRM/VECTO	2,999.00	2,999.00
9.00	CRES.CBL-HD-12 CABL,HDMI,12FT	50.00	450.00
1.00	MARSHALL AR-DM-51B AUD MONITOR	1,141.00	1,141.00
1.00	OFE.TECH COMPUTER - RACKMOUNT	.00	.00
1.00	OFE.RACKMOUNT DISPLAY	.00	.00
1.00	OFE.RACKMOUNT KEYBOARD/MOUSE	.00	.00
5.00	BITT.B64T2MWITHD AV,PATCH,2X32,2RU,MINI,WECO,CO	1,258.00	6,290.00
1.00	TELOS HX6POTS/VSET6 QTE 17945	4,190.00	4,190.00
1.00	OFE.EQUIPMENT RACKS (LOT)	.00	.00
11.00	CRES.CBL-HD-3 CABL,HDMI,3'	29.00	319.00
1.00	CLEA.ECLIPSEHXD 4 SLOT 16 PORT MATRIX FRAME W/	15,900.00	15,900.00
1.00	CLEA.EIPA16HX ECLIPSE-HX AUDIO OVER IP INTER	7,500.00	7,500.00
1.00	CLEA.MVX-A16-HX 16-PORT CARD FOR ECLIPSE-HX	9,320.00	9,320.00
1.00	CLEA.EDANTE64HX CARD,ECLIPSE-DANTE-HX 64 PORT	9,800.00	9,800.00
1.00	CLEA.EHX EHX ECLIPSE HX CONFIG SOFTWARE	1,265.00	1,265.00
12.00	CLEA.CC-110-X4 LW,SINGLE-EAR STD HS XLR-4F	240.00	2,880.00

5.00	CLEA.110/340 MIC, 340MM STANDARD LENGTH GN	265.00	1,325.00
7.00	CLEARCOM V12PDDX4Y-IP DESKTOP	2,850.00	19,950.00
1.00	CLEARCOM VI-PNL-12P-X4 RACKMNT	2,800.00	2,800.00
1.00	CLEA.PS-704 POWE,4CH,RAC MNT,POWER SUPPLY	1,195.00	1,195.00
2.00	LECT.IFBT4-24 ACCE, IFB TX, BASE ST DIG HYB	1,177.00	2,354.00
1.00	LECT.RMP195 RACK,4CH. RACK MT F/ COMPACT R	282.00	282.00
2.00	LECT.IFBR1A-24 ACCE, BELT PACK REC W/ POUCH	727.00	1,454.00
1.00	LECT.ZFSC41 AV,PASSIVE SPLITTER, 4-WAY	133.00	133.00
1.00	LECT.UFM230 AV,UHF FLTR/AMP MODULE,230MHZ	433.00	433.00
1.00	LECT.A500RA ACCE,RX ANT UHF, 470-608 MHZ	24.00	24.00
4.00	ADDE.XDVIPROMS2 VIDE,DUAL DVI CATX EXTNDR	1,389.00	5,556.00
1.00	OFE.NETWORK SWITCHES (LOT)	.00	.00
			=====
		Sub Total	152,434.00

RECEPTION & OFFICE AREA

Quantity	Description	Price	Extension
5.00	AJA.HI5-PLUS VIDE,HDMI-3GSDI,DSLR FORMAT	316.00	1,580.00
			=====
		Sub Total	1,580.00

RF/QAM MODULATION EQUIPMENT

Quantity	Description	Price	Extension
1.00	THOR.H4ADHDQAMI CATV,4CH,HDMI/YPPBR/ENCDR	3,249.00	3,249.00
1.00	THOR.H1HDMIQAML FIBE,1 HDMI HD ENCODER/QAM	2,188.00	2,188.00
1.00	BLON.OC8D COMBINER	254.00	254.00
1.00	BLON.ACA-351000 AMP,APART COMPLEX,35DB,P-P DIS	190.00	190.00
5.00	CRES.CBL-HD-6 CABL,HDMI,6'	36.00	180.00
2.00	MIDD.U1V 1SP VENTED UTILITY SHELF	35.00	70.00
1.00	MISC.HARDWARE,CABLE,CONNECTORS	715.00	715.00
1.00	LG.22LJ4540 DISP,LED,22",CONSUMER	188.00	188.00
1.00	CHIE.FTR1U MOUN,SMALL,FLATPANEL,TILT,WALL	58.00	58.00
1.00	MIDD.EB3 PANE,3 SPACE (5 1/4") FLANGED	11.00	11.00
			=====
		Sub Total	7,103.00

TERENEX PROCESSOR

Quantity	Description	Price	Extension
4.00	BLAC.TERANEXEXP TERANEX EXPRESS AV VIDEO PROC.	1,395.00	5,580.00
1.00	MISC.HARDWARE,CABLE,CONNECTORS	250.00	250.00
			=====
		Sub Total	5,830.00

PRORES RECORDER

Quantity	Description	Price	Extension
1.00	AJA.KIPROULTRAP VIDE.4K/ULTRAHD 4CHAN REC	3,995.00	3,995.00
2.00	AJA.PAK2000-XO 2TB SSD MODULE EXFAT**	1,795.00	3,590.00
1.00	AJA.PAK-DOCK VID,EXTERNAL DOCK-AJA PAK MODU	295.00	295.00
1.00	MISC.HARDWARE,CABLE,CONNECTORS	290.00	290.00
			=====
		Sub Total	8,170.00

TERMINAL CONVERSION/DISTRIBUTN

Quantity	Description	Price	Extension
1.00	MISC.HARDWARE,CABLE,CONNECTORS	2,150.00	2,150.00
560.00	KING.2065-11-9 CONN,BNC FOR BELD 1418B	1.80	1,008.00
140.00	KING.2065-10-9 CONN,BNC FOR BELD 1695A/1694A	2.40	336.00
230.00	BTX.CD-EZRJ456 CONN,RJ45,CAT6	1.00	230.00
230.00	BTX.CD-EZ65B CONN,SNAGLESS BOOT,EZRJ456	.40	92.00
350.00	TECH.F6N0.75BK ACCE,SPLIT WRAP,BLK,100'ROLL	1.20	420.00
3.00	PROC.E143-50PB 50',14 GUAGE,3-COND EXT CORD	80.00	240.00
16.00	PROC.E163-25 CABLE,25'3-IN AC EXTNSN CORD	25.00	400.00
12.00	PROC.E143-1PB CORD,EXT.1FT W/PWR BLK,14AWG	17.00	204.00
72.00	TYTO.SL4X4BK DUCT,4X4,BLK,SLOT, (120FT CS)	9.00	648.00
72.00	TYTO.TC4BK4 TOP,COVER,4" DUCT,(120FT CS)	2.00	144.00
40.00	NEUT.NC3FX-BAG CONN,XLR FEMALE BLACK W/	4.50	180.00
55.00	NEUT.NC3MX-BAG CONN,XLR MALE BLACK W/3 PIN	4.00	220.00
14.00	NEUT.NP3CBAG CONN,1/4" RIG TIP SLEEV	6.00	84.00
2.00	BITT.PCHV PATCHCORD HOLDER VIDEO BLACK	32.00	64.00
20.00	BITT.VPCM360075 CORD,36"MINI WECO PTCHCRD,BLAC	31.00	620.00
10.00	BITT.VPCM480675 CABL,VIDEO PATCHCORD 48"	32.00	320.00
5.00	MIDD.VTF1 PANE,1 SPACE (1 3/4") VENT PAN	13.00	65.00
25.00	MIDD.EB1 PANE,1 SPACE(1 3/4") FLANGED	8.00	200.00
15.00	MIDD.EB2 PANEL,2 SPACE (3 1/2") FLANGED	11.00	165.00
5.00	MIDD.EB3 PANE,3 SPACE (5 1/4") FLANGED	14.00	70.00
1.00	AJA IPT-HD1-10G CONVRTR/PROCSR	5,000.00	5,000.00
			=====
		Sub Total	12,860.00

CHYRON SERVICES/SUPPORT

Quantity	Description	Price	Extension
1.00	CHYRON PRIMEOS-2 DAY	3,282.00	3,282.00
1.00	CHYRON COMOS/01	2,098.00	2,098.00
1.00	CHYRON T&E	4,375.00	4,375.00
1.00	CHYRON PRI-ESC-BNDL (36 MOS)	7,592.00	7,592.00
			=====
		Sub Total	17,347.00

NEWTEK SERVICES/SUPPORT

Quantity	Description	Price	Extension
1.00	NEWTEK PTPATC1 PROTEK/PA/TC1	2,995.00	2,995.00
1.00	NEWTEK RPTPATC1 YR3 PROTEK	2,295.00	2,295.00
1.00	NEWTEK PTVMC12S PROTEK CPANEL	2,249.00	2,249.00
1.00	NEWTEK RPTVMC12S PROTEK YR3	1,499.00	1,499.00
1.00	NEWTEK PTNC1I/O PROTEK NC1 I/O	1,499.00	1,499.00
1.00	NEWTEK RPTNC1I/O PRTK NC1 YR3	999.00	999.00
1.00	NEWTEK PTPATC410P PRTK TC410P	1,995.00	1,995.00
1.00	NEWTEK RPTTC410PA PRTK 410 Y3	995.00	995.00
1.00	NEWTEK NRSD-PT PROTEK NRSD	1,275.00	1,275.00
1.00	NEWTEK NRSD-RPT NRSD PRTK YR3	845.00	845.00
1.00	NEWTEK NRS-OC NRSD OSITE COMM	2,745.00	2,745.00
1.00	NEWTEK COMMISSIONING	1,195.00	1,195.00
2.00	NEWTEK ONSITETRNG	1,995.00	3,990.00
2.00	NEWTEK TRAVELDAYFEE	500.00	1,000.00
3.00	NEWTEK ONSITETRNGTRVLDAY	75.00	225.00
1.00	NEWTEK TRAVELANDEXPENSES	2,000.00	2,000.00
1.00	NEWTEK PTTC1SP PROTEK 2YRS	1,095.00	1,095.00
1.00	NEWTEK RPTTC1SP PROTEK YEAR 3	695.00	695.00
			=====
		Sub Total	29,591.00

SNS SERVICES/SUPPORT

Quantity	Description	Price	Extension
3.00	SNS SVC934S-STANDARD SUPPT-1YR	3,500.00	10,500.00
1.00	SNS SVC200-INSTALL-PH	968.00	968.00
1.00	SNS SVC205:HOURLY TRNG REMOTE	968.00	968.00
3.00	SNS SVC990-1YRHW	6,751.00	20,253.00
			=====
		Sub Total	32,689.00

CASTUS SERVICES/SUPPORT

Quantity	Description	Price	Extension
1.00	CASTUS 1ST YR HOSTING SERVICE	.00	.00
6.00	CASTUS PHONE SUPPORT/PER HOUR	125.00	750.00
2.00	CASTUS HOSTING SERV-YRS 2/3	1,980.00	3,960.00
			=====
		Sub Total	4,710.00

LINK ELEC. SERVICES/SUPPORT

Quantity	Description	Price	Extension
2.00	LINK ACE-2000/492 OPT.WARRANTY	5,000.00	10,000.00
		Sub Total	10,000.00

INSTALLATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		223,212.00
		Sub Total	223,212.00

UNFORESEEN OCCURENCES & ITEMS

Quantity	Description	Price	Extension
	To be reserved and expended against on a per usage basis if needed as mutually agreed upon by City & Contractor including but not limited to: troubleshooting Owner furnished equipment, parts and accessories.		30,000
		Sub Total	30,000
		Merchandise:	849,678.00
		Integration:	223,212.00
		Other:	30,000
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	1,102,890

OPTION**ALTERNATE DELETE EQUIPMENT AND LABOR**

QAM MODLE EQUIPMENT-DELETE ALTERNATE

Quantity	Description	Price	Extension
1.00	THOR.H4ADHDQAMI CATV,4CH,HDMI/YPPBR/ENC DER	3,249.00	3,249.00
1.00	THOR.H1HDMIQAML FIBE,1 HDMI HD ENCDER/QAM MOD	2,188.00	2,188.00
1.00	BLON.OC8D COMBINER	254.00	254.00
1.00	BLON.ACA-351000 AMP,APART COMPLEX,35DB,P-P DIS	190.00	190.00
5.00	CRES.CBL-HD-6 CABL,HDMI,6'	36.00	180.00
2.00	MIDD.U1V 1SP VENTED UTILITY SHELF	35.00	70.00
1.00	MISC.HARDWARE,CABLE,CONNECTORS	715.00	715.00
1.00	LG.22LJ4540 DISP,LED,22",CONSUMER	188.00	188.00
1.00	CHIE.FTR1U MOUN,SMALL,FLATPANEL,TILT,WALL	58.00	58.00
1.00	MIDD.EB3 PANE,3 SPACE (5 1/4") FLANGED	11.00	11.00
			=====
		Sub Total	7,103.00

MASTER CONTROL EQUIPMENT-DELETE ALTERNATE

Quantity	Description	Price	Extension
1.00	LG.49UT640SOUA 49" LCD DISPLAY,4K,400 NIT	831.00	831.00
1.00	CHIE.MTM1U MOUN, UNIVERSAL MOUNT	142.00	142.00
1.00	ROSS.OGX-FR-CN OPENGEAR OGX FRAME-COOLING	1,926.00	1,926.00
1.00	ROSS.PS-OGX 600 WATT UNIVERSAL POWER SUPPL	637.00	637.00
2.00	MIDD.210M RACK,10 SPACE (17 1/2") DESKTO	189.00	378.00
2.00	MIDD.PD-915R POWE,9OUT,15A,RCKMT,POWER STR	94.00	188.00
1.00	MARS.V-R173-DLW DISP.MON,17" HD RM WVFRM/VECTO	2,999.00	2,999.00
1.00	MARSHALL AR-DM-51B AUD MONITOR	1,141.00	1,141.00
1.00	VIEW.VZMV1602SD VIDE,DUAL MODE 16CH SDI MULTIV	1,640.00	1,640.00
			=====
		Sub Total	9,882.00

INSTALLATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		24,277.00
			=====
		Sub Total	24,277.00

MANUFACTURER'S ITEMIZED MATERIALS LIST

SECTION 012 – FAV.MISC 15: 1.00 CHYRON PRIME CSTM Q-11717-1

ChyronHego – Salesperson: Gregoire Rouyer

Prime LT – NDI Only

<u>Qty</u>	<u>Product Code</u>	<u>Description</u>
1	PRIME-LT-PREMIUM	Prime LT, a software-based, NDI-compliant, professional graphics solution derived from the PRIME Graphics Platform providing high-end graphics functionality and flexibility, offering interoperability control with NDI-based switchers, such as the Newtek Tricaster. **Advanced Tier contains Standard Features and adds soft masking/wipes, auto-follow, auto-space expressions/parameters/conditions, 3D objects, advanced data, and message objects.**
1	PRI-ESC-BNDL	Extended Support Bundle (36 Month Term) – Entitles customer access to customer support for extended hours. (Includes HMA/SMA/SC/ESC)

Professional Services

1	PRIMEOS-2DAY	PRIME ESSENTIALS TWO DAYS, Duration 2 days, (T&E not included).
1	COMOS/01	One day commissioning at the customer's facility. T&E billed separately.
1	T&E	Actual values will be invoiced in accordance with the budget and rates contained with the Agreement and its exhibits.

SECTION 014 – FAV.MISC17 1.00 NEWTEK CSTM QTE EST38007 (VIDEO STUDIO/CONTROL RM)**SECTION 017 – FAV.MISC18 1.00 NEWTEK CSTM QTE EST38007 (DIGITAL STUDIO/CONTROL RM)**

1 - TC1D2BDL	TriCaster TC1 (2RU), NC1 I/O and 2 Stripe Control Panel
1 – PTPATC1	ProTek with Premium Access for TriCaster TC1 (initial 2 year coverage)
1 – RPTPATC1	Renewal ProTek with Premium Access for Tricaster TC1 (1 year renewal)
1 – PTVMC12S	ProTek for 2 Stripe Control Panel (initial 2 year coverage)
1 – RPTVMC12S	Renewal ProTek for 2 Stripe Control Panel (1 year renewal)
1 – PTNC1I/O	ProTek for NC1 I/O – Studio I/O Module (initial 2 year coverage)
1 – RPTNC1I/O	Renewal ProTek for NC1 I/O – Studio I/O Module (1 year renewal)
1 – RR1RU	Rack Rails for NC1 I/O
1 – TC410PBB	Tricaster TC410 Plus BASE Bundle (includes Tricaster TC410Plus and TC1SP)
1 – PTTC1SP	ProTek for Tricaster SC1SP (initial 2 year coverage)
1 – RPTTC1SP	Renewal ProTek for Tricaster TC1SP (1 year renewal)
1 – PTPATC410P	ProTek with Premium Access for Tricaster TC410 Plus (initial 2 year coverage)
1 – RPTTC410PA	Renewal ProTek for Tricaster TC410 Plus (1 year renewal)
1 - COMMISSIONING	Product Commissioning, - A minimum of 3 weeks-notice required
2 - ONSITETRNG	On-Site Training, - A minimum of 3 weeks-notice required; One-day (8 hours) operator training for NewTek products that are installed at the facility. Training to be completed by a NewTek Authorized Trainer according to a predetermined training plan. Maximum of 3 trainees. End User information (including email address) and tentative dates required. Travel and expenses are budgeted and included herein. A minimum of 3 weeks-notice is required.
2 - TRAVELDAYFEE	Training Travel Day Fee; The customer purchasing the service is responsible for travel costs for the provider who is traveling to your site, and this includes airfare, car rental, hotel, a \$75 per diem and travel days which is included in the budget and rates herein. A travel day is defined by the service provider having to travel more than three hours in a day and that day is not a day that training occurred.; The customer purchasing the service is responsible for travel costs in accordance with the budget and rates for the provider who is traveling to your site. This includes airfare, car rental, hotel, a \$75 per diem and travel days as budgeted herein. A travel day is defined by the service provider having to travel more than three hours in a day and that day is not a day that training occurred.
3 – ONSITETRNGTRVLDAY	On-Site Training Travel Day per diem; line items for each day of OnSiteTrng are included, OnSiteTrngAdd, and Commissioning purchased. Expenses are included herein.

1 – TRAVELANDEXPENSES	Remote support will be provided from NewTek worldwide Headquarters in San Antonio, TX, USA.
1 - NRSD	NRSD NewTek Remote Storage Powered by SNS 4-bay Desktop / 24TB with 2 x 1 GbE ports included (1GbE expansion optional with NRS-6X1G)
1 - NRSD-PT	NRSD ProTek Initial 2-Year (Premium Service, Remote Support, Extended Warranty & Software Updates)
1 – NRSD-RPT	NRSD ProTek 1-Year Renewal (Premium Service, Remote Support, Extended Warranty & Software Updates)
1 - NRS-6X1G	6 x 1 GbE Connectivity Expansion
1 – NRS-OC	NRS Onsite Commissioning – Travel & Expenses Billable After Install (US & Canada only); NOTE: There is a 3-5 week lead time for Remote Storage products.
2 – RR2RU3RU	Rack rails for 2RU and 3RU for TC1 and TC410Plus. Note: For use with round-hole broadcast racks only, not generic server racks. For Square IT Hole Cabinets, contact FEC for an adaptor to be used in conjunction with model RR2RU3RU – 516-967-9565 or via email at doug@fecmountworld.com .
1 – ZHDBNC9PK	HD-BNC to BNC Resell 9 Pack
1 – LIVETEXT2.5FCC	LiveText 2.5 w/Datalink 3 Technology Coupon Code
2 – NSP3GIO	Spark Plus I/O SDI

SECTION 022 – FAV.MISC 25 1.00 CASTUS CUSTOM QUOTE # 1272

CASTUS QuickRoll Model # QR 203 - (2) HD-SDI and/or IP Recordable Input Channels and (3) HD-SDI and/or IP - Go Live/Record Inputs

Schedule creator and editor interface- yearly, monthly, weekly or daily
 Web interface with confidence monitors
 Playlist and multi-region playlist creator/editor
 Video editor for assembling and trimming clips
 RSS crawl overlay capability
 File manager library
 Video input and live/record controls
 Audio input and automatic background music detection
 Built in audio normalization for outputs
 Inventory, channel and run-log reporting
 (8) global overlays per channel
 HDMI preview channel
 DVD to file rip utility
 External HD/SDI & IP router switcher control

Hardware:
 3RU Chassis with redundant power supply
 8TB Harddrive with RAID 5

8GB RAM
(2) HDSDI and/or IP Inputs and (3) HDSDI and/or IP Outputs
120GB SSD for CASTUS OS
24X DVD-RW
Dimensions- 17.5" width X 19" depth X 5.25" height

INCLUDES 3 YEAR HARDWARE WARRANTY
Additional HD/SD and/or IP Playout Channel
QuickRoll 32TB RAID 6 upgrade
CASTUS QuickStream Server- Video On Demand & Live Streaming Service

Includes 1 year Castus C4 Support

VOD/live streaming widget for website includes-
Playlists, most recent, agenda chapters, custom layout, play count and reports & online
schedule guide.
Admin control panel for management and customization options.

Hardware:
2RU rack mount chassis
4TB Internal storage
On board VGA, Ethernet ports and USB built in

Dimensions- 17.5" width X 19" depth X 3.5" height

CASTUS Hosting Services for VOD & Live Streaming for years 2 and 3 (Year One is included
in the original price)

Service Includes-
2TB cloud storage
No bandwidth cap for HD live streaming
Regular maintenance

ROKU Channel Setup and Support- ONE TIME CHARGE

Create, deploy and support Roku channel on the Roku platform
Roku connection to CASTUS Hosting Services
Connects to CHS 2TB storage in the cloud
Supports all LIVE streaming channels
Easy customizable set up creator- built into CASTUS Admin Control Panel
Ongoing access to maintain and customize your channel
Deploy to Roku channel that will display on Roku platform as a free app
Requires CHS and CASTUS C4 support annual services

SECTION 024 – FAV.MISC28 1.00 LINK ELECTRONICS QUOTE # 1512915584TM71

- 1 – ACE-2000/SCE-492 CLOSED CAPTION ENCODER BUNDLE
- 2 - ACE-2000/492- OPTIONAL ADDITIONAL WARRANTY AFTER 1ST YEAR
 1 year extended warranty -Software version updates -Firmware updates Hardware maintenance and updates; ACE-2000 Series of products and Link Encoder -Updates to Language Model - Speaker ID additions or changes and additions as needed -Telephone technical Support 24/7/365

SECTION 030 – FAV.MISC32 1.00 SNS EVO-192TB QTE EST37980

- 1 - 16B192TB-6X1C EVO 16 Bay Base 16x12TB - 6x1GbE Copper; EVO Base System: 3U, 64bit Multi-core CPU, 16 SATA Bay, 192 TB RAW (16 x 12TB SATA 6Gb/s), 10 x 1Gb Ethernet Ports (iSCSI/NAS), Asset Management, Cloud Access, Avid Project/Bin Sharing, Adobe and Apple Project Sharing, File/Volume Sharing, NAS (AFP/SMB/NFS/SFTP) and SAN in the same box. No Per Seat License Fees, Unlimited ShareBrowser Desktop Client, SANmp and globalSAN, Lifetime Qcomplete Basic Level Support. 1 Yr HW Maintenance.
- 3 - ETH-2X10G-C EVO Ethernet Expansion: 2 x 10Gb Copper Ethernet (iSCSI/NAS) Ports, Upgrade License, 1 yr hardware maintenance
- 1 - 100HDD: SATA 12TB-6GB/S EVO 12TB Spare Drive; SNS Rated 12TB 7200RPM Enterprise SATA Hard Drive 6Gb/s for EVO
- 3 – SVC990-1YRHW EXTENDED HARDWARE MAINTENANCE – 1 YR COVERAGE
Investment protection – This order includes Hardware repair/replacement for 12 months. Special pricing available with upgraded support plan: - 12% Hardware with Q:COMPLETE Standard (Special Order items not applicable. Defective, discontinued or obsolete items may be replaced with a components or equal or greater value.)
- 3 - SVC934S-STANDARD SUPPORT Q:COMPLETE Standard Support – Yearly Site License - M-F 9am - 6pm Phone Support - Email Support – Discounted on-site services - SLA within 36 hours M-F
- 1 - SVC200-INSTALL-PH Phone Install; - - - - - Phone Installation/Configuration Service - Dedicated Installation Hotline access - Monday - Friday, 7am - 3pm Central Time only - UTC/GMT -6 hours Standard Time - UTC/GMT -5 hours Daylight Time - - Service does not include data migration or backup support – Data migration/backup required prior to service date - Rate applies for time listed above ONLY - This service subject to approval by System Engineer - 24 hr cancellation notice required - - - - -

1 - SVC205:HOURLY TRAINING REMOTE - One-Time up to 4 Hour Remote/Phone Assisted ShareBrowser and EVO Training Service - Scheduling required in advance - Monday - Friday, 10am - 4pm US Central Time only - UTC/GMT -6 hours Standard Time - UTC/GMT -5 hours Daylight Time - Rate applies for time listed above ONLY - 24 hr cancellation notice required

SECTION 045 – FAV.MISC48 1.00 TELOS Hx6POTS/VSET6 – QUOTE 17945

1 - Telos Hx6 POTS + Livewire and Analog I/O Six-line digital Talkshow system with two integrated high-performance digital hybrids. Manages up to six callers. Includes Digital Dynamic EQ, noise gate, caller ducking, and acoustic echo cancellation. Single-cable Ethernet hookup via Axia Livewire I/O, or choice of analog or AES/EBU I/O with one input and one output per hybrid, and one Program On-Hold input. Includes complimentary XScreen Lite call screening software. Auto-ranging power supply, 90 - 132 / 187 - 264 VAC, 50Hz/60Hz. 100 Watts. Rackmount, 1RU. Requires at least one VSet6 phone controller (not included) - see 2001-00294-000.

1 – Telos VSet6 Telephone The Telos VSet6 phone has an LCD color display with Telos Status Symbols to feed talent instant information about line and caller status. VSet6 works with up to 6 phone lines; info-rich display shows caller ID for each line, along with time ringing-in or on-hold, and screener comments from the XScreen software application. VSet6 gives talent flexibility. Map groups of lines to a single fader, take a queue of calls to air sequentially. Controls let talent step through queued calls, “busy” incoming lines, lock calls on-air, or start an external recording device. Telos-exclusive “Next Call” key speeds workflow for producers, screeners, and talent. Built-in address book and call history log. Each VSet6 has its own web server for easy remote configuration and software upgrades. Power options include PoE (Power over Ethernet) from an Axia xSwitch or Telos-approved switch, or included in-line power injector. Stands 4.9” (123 cm) tall, dimensions of 12” x 7” (29.5 x 18 cm). Max power consumption: 15.4 Watts.

HOURLY RATE SHEET

Primary Proposal Labor Breakdown – Includes G&A and Rate Changes

Rev 4-25-20

Project Engineer (Design/Commissioning) - 712 hours, \$100/hr.

Project Engineer (Training) - 48 hours, \$97.13/hr.

Project Manager – 349.75 hours, \$94.50/hr.

Assembly Technician - 128 hours, \$55.31/hr.

Installer (Includes Prevailing and Fringe) – 1056 hours, \$94.00/hr.

Total Labor amount including G&A as described below \$215,257.30

All hourly rates include:

Hourly rate adjustments to achieve closer parity to acceptable local wages

All indirect expenses including but not limited to all Ford support staff, facilities, vehicles, air travel, rental car, per diem, hotel, parking, local travel to site and shipping and;

All indirect expenses incurred by several manufacturer’s commissioning and training staff including but not limited to, air travel, rental car, per diem, hotel and parking and;

Installer hourly rate includes all the above and applicable prevailing wage and fringe

Hourly rate do not include:

Tools \$1,300

This price includes the purchase of tools as required to perform the installation based on typical life expectancy of the tools used. Tools include laptop computer, hand tools, wire crimpers, wire strippers, ladders, dollies, carts, tables, chairs, PPE, etc.

Test Equipment \$1,625

This price includes purchase of test equipment as required to perform the installation based on typical life expectancy of the tools used.

Ford one year warranty \$5,029

Please see Ford Guarantee and Limitations of Warranty for detail

PROJECT TEAM



MICHAEL JARNAGIN, CEV, CEA **CORPORATE TECHNOLOGY ENGINEER**

As a Corporate Technology Engineer, Mike is focused on ensuring the AV solution connects the latest technology to the client's needs. He serves as a subject matter expert to the entire company in areas related to video production and other unique video solution requirements.

CERTIFICATION/EDUCATION

Studies in Mass Communication - North Central University
Digital Electronics - Indiana Vocational Tech
Certified Video Engineer - Society of Broadcast Engineers
Certified Audio Engineer - Society of Broadcast Engineers
NSCA/Nicet Levels 1 & 2
TEF/Techron Analysis Certified
Member of the Society of Broadcast Engineers
Member of SMPTE - Society of Motion Picture and Television Engineers

SELECTED PROJECTS

BBVA Compass Stadium - Houston, TX
Sagemont Baptist Church - Houston, TX
Tulsa Community College Metro Campus - Tulsa, OK
Tulsa Stadium Trust - Tulsa, OK
The Assembly - Broken Arrow, OK
Yates High School - Houston, TX

EXPERIENCE/BACKGROUND

Mike's extensive background in video production and communication has established him as one of the industry's top Subject Matter Experts (SME) in these areas.

Mike is a devoted father and enjoys spending time with his family as well as volunteering as a production manager at his church. He is a technology enthusiast and avid outdoorsman, who loves boating, fishing and traveling.

EMPLOYMENT DATE

November 2008



JERRY MCGARGILL, BSEE, AAS, CTS-D

JOB CENTER DIVISION ENGINEERING MANAGER

As the Job Center Division Engineering Manager (DEM), Jerry is responsible for overseeing the engineering work performed by the division. This involves providing peer review, training, Quality Assurance & Control (QA/QC) as well as coordinating engineering resources. His team is responsible for design development as well as software programming, on-site installation supervision, system testing, commissioning and documentation.

CERTIFICATION/EDUCATION

BSEE - Bachelor of Science in Electrical Engineering, University of Iowa
AAS - Associates of Applied Science, Iowa Western College
CTS-D - Certified Technology Specialist Design, AVIXA
Biamp Tesira, QSC & Certified Soundweb Designer
Creston Digital Media Designer Certification
Crestron Core Systems Programming Certification
AtlasIED Globalcom.IP Certification
EASE Level 1 & 2 Certificates
Meyer Sound System Design and Optimization
SDVoE Design Certificate
Denver Fire Department Journeyman

SELECTED PROJECTS

Mile High Stadium - Denver, CO
FedEx Forum Memphis Arena - Memphis, TN
BBVA Compass Stadium - Houston, TX
Budweiser Event Center - Loveland, CO
Coors Field - Denver, CO
Denver International Airport - Denver, CO
Los Angeles International Airport - Los Angeles, CA
Mount Rushmore National Monument - Keystone, SD
Salt Lake College for New Media - Salt Lake City, UT

EXPERIENCE/BACKGROUND

The DEM's primary focus is to maintain the highest quality engineering standards and ultimately ensure the owner's objectives for the space are achieved through AV technology. His attention to detail helps achieve total customer satisfaction, making certain the project performs with excellence- on time and on budget.

Jerry's interests include writing and recording music.

EMPLOYMENT DATE

January 1995



MARK GWARTNEY, CTS

PROJECT MANAGER

As a Project Manager (PM), Mark is responsible for coordinating all phases of a project. This includes purchasing, assembly, scheduling manpower and material assets, testing and training.

CERTIFICATION/EDUCATION

BA - Bachelor of Arts Telecommunications - Oklahoma Baptist University
CTS - Certified Technology Specialist, AVIXA
OSHA-30
NCSA - Electronic Systems Technician
Syn-Aud-Con - Sound Reinforcement Technician

SELECTED PROJECTS

Fiesta Texas - San Antonio, TX
Beau Rivage Resort and Casino - Biloxi, MS
Invesco - Denver, CO
University of Colorado School of Medicine Anschutz - Denver, CO
VA Hospital Campus - Aurora, CO
Urban Farmer Restaurant - Denver, CO
Windsor School District - Windsor, CO

EXPERIENCE/BACKGROUND

Under Mark's leadership as the PM, he is the center of communication - ensuring the owner, consultants, architect, general contractor and other contractors are well informed of all aspects of the installation and on-site requirements. His priority is total customer satisfaction, ensuring each project is accomplished with the highest standards - on time and on budget.

Mark enjoys volunteering at his church where he mixes sound as well as officiating Youth and High School softball, baseball and basketball.

EMPLOYMENT DATE

November 2019



JOSEPH GRAVES, BSET, AS,CTS

PROJECT ENGINEER

As a Project Engineer (PE), Joseph is responsible for all aspects of the AV system design. This involves the design development as well as software programming, on-site installation supervision, system testing, commissioning and documentation.

CERTIFICATION/EDUCATION

BSET - Bachelor of Science in Electrical Engineering Technology, Oklahoma State University
AS - Associate of Science in Computer Information Systems, Tulsa Community College
CTS - Certified Technology Specialist, AVIXA
Crestron DMC-D 4K
Q-SYS Level 1 Certification
HDBaseT Expert Certified - HDBT ASE
SynAudCon Sound System Design

SELECTED PROJECTS

Yates High School - Houston, TX
Odessa Christian Faith Center - Odessa, TX
Paycom - Oklahoma City, OK
Asbury UMC - Tulsa, OK

EXPERIENCE/BACKGROUND

The PE's primary focus is to ensure the owner's objectives for the space are met through AV Technology. His attention to detail helps achieve total customer satisfaction - making certain the project is on time and on budget.

Joseph is an avid family man whose life revolves around family, God, and music. His involvement in music ministry with has taken him to many churches and provides a unique perspective on the technology.

EMPLOYMENT DATE

May 2006

PRICING MATRIX

Component	ITEM DESCRIPTION	QTY (EA)	Extended Cost - Year 1	Year 2	Year 3	Year 4	Year 5
MINIMUM REQUIREMENTS							
Total Hardware Costs	DMMS BASE SYSTEM	1	\$ 755,341.00				
Total Software Costs		Included in Implementation	\$ -	\$ -	\$ -	\$ -	\$ -
Implementation (e.g. Custom Development, Configuration, Installation etc.)***		1	\$ 215,257.30				
Tools	This price includes the purchase of tools as required to perform the installation based on typical life expectancy of the tools used. Tools include laptop computers, hand tools, wire crimpers, wire strippers, ladders, dollies, carts, tables, chairs, PPE, etc.	1	\$ 1,300.00				
Test Equipment	This price includes purchase of test equipment as required to perform the installation based on typical like expectancy of the tools used.	1	\$ 1,625.70				
Ford AV 1 Year Warranty	Please see Ford Guarantee and Limitations of Warranty for detail.	1	\$ 5,029.00				
Chyron Services/Support		1	\$ 17,347.00				
Newtek Services/Support		1	\$ 29,591.00				
Studio Network Solutions Services/Support		1	\$ 32,689.00				
Castus Services/Support - Yr 1 Castus Hosting and 2TB VOD Cloud Storage, Phone Support 6 Hrs		1	\$ 4,710.00				
Link Electronics ACE-2000/492 Optional Additional Warranty After 1st Year, Years 2 and 3		1	\$ 10,000.00				

Support/Maintenance	Link Optional Annual Warranty - \$5000 per YR (Years 4 &5) / Newtek Protek Services (YRS 4/5) - \$11,108 for 2 Years (YRS 4/5) - Tricaster TC1, 2 Stripe Control Panel, Tricaster 410 Plus, TC1SP Control Panel, NRSD SNS EVO Extended Hardware Maintenance and Standard Support, \$10,251 per year for Years 4 & 5. Chyron Prime Extended Support Bundle, \$2,535 per year, Years 4 & 5.		\$ -	\$ -	\$ -	\$ 28,894.00	\$ 17,786.00
Ongoing Licensing (if required)	Castus (Hosting Services) - Annual - \$1995/YR Starting Years 4/5		\$ -	\$ -	\$ -	\$ 1,995.00	\$ 1,995.00
Warranty	1 Year Workmanship	Included in Implementation	\$ -	\$ -	\$ -	\$ -	\$ -
Training		Included in Implementation	\$ -				
Delivery		Included in Implementation	\$ -				
Unforeseen Occurences & Items	To be reserved and expended against on a per usage basis if needed as mutually agreed upon by City & Contractor including but not limited to: troubleshooting Owner furnished equipment, parts and accessories.		\$ 30,000.00				
	Subtotal		\$ 1,102,890.00	\$ -	\$ -	\$ 30,889.00	\$ 19,781.00
OPTIONS							
Teranex Option moved to the Base System.			\$ -	\$ -	\$ -	\$ -	\$ -
AJA ProRes Recorder Option moved to the Base System.			\$ -	\$ -	\$ -	\$ -	\$ -
Software			\$ -	\$ -	\$ -	\$ -	\$ -
Extended Warranties. Please explain coverage (time), breadth, and cost			\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total		\$ 1,102,890.00	\$ -	\$ -	\$ 30,889.00	\$ 19,781.00

TIMELINE

Activity ID	Activity Name	Duration	Start	Finish	Predecessors	2020												
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	MASTER SCHED	+ MASTER SCHEDULE	747d	21-Feb-2019	31-Dec-2021													
75																		
76	RFP_SI	+ Systems Integrator RFP	99d	1-Nov-2019	18-Mar-2020		Systems Integrator RFP											
95	SI	- Systems Integrator Contract & Services	158d	19-Mar-2020	26-Oct-2020		Systems Integre											
96	CONTRACT_SI	SOW & Contract Drafting/Negotiation	42d	19-Mar-2020	15-May-2020	94	SOW & Contract Drafting/Negotiation											
97	CONTRACT_SI	Contract Submitted for Jaggaer Entry	1d	13-May-2020	13-May-2020		Contract Submitted for Jaggaer Entry											
98	DESIGN_JBS & SI	Drafting Functional Drawings - JB Schoedler	41d	18-May-2020	13-Jul-2020	96	Drafting Functional Drawings - JB Schoedler											
99	DESIGN_JBS & SI	Soft Kick Off Meeting	1d	19-May-2020	19-May-2020		Soft Kick Off Meeting											
100	CONTRACT_SI	Contract Entered into Jaggaer	12d	14-May-2020	29-May-2020	97	Contract Entered into Jaggaer											
101	CONTRACT_SI	City Attorney Review	2d	1-Jun-2020	2-Jun-2020	100	City Attorney Review											
102	CONTRACT_SI	Out for Vendor Signature	8d	3-Jun-2020	12-Jun-2020	101	Out for Vendor Signature											
103	CONTRACT_SI	Submit request for resolution - Thursday Prior	1d	18-Jun-2020	18-Jun-2020		Submit request for resolution - Thursday Prior											
104	CONTRACT_SI	Finance and Governance Committee	1d	23-Jun-2020	23-Jun-2020		Finance and Governance Committee - could we go c											
105	CONTRACT_SI	Mayor Council	1d	30-Jun-2020	30-Jun-2020		Mayor Council											
106	CONTRACT_SI	Resolution Filed & Approved	1d	2-Jul-2020	2-Jul-2020		Resolution Filed & Approved											
107	CONTRACT_SI	Council Reading (Resolution Approval)	1d	6-Jul-2020	6-Jul-2020		Council Reading (Resolution Approval)											
108	CONTRACT_SI	Contract Out for City Signatures	10d	7-Jul-2020	20-Jul-2020	107	Contract Out for City Signatures											
109	CONTRACT_SI	Purchase Order in place	5d	21-Jul-2020	27-Jul-2020	108	Purchase Order in place											
110	DESIGN_JBS & SI	Finalize Functional Drawings & Approve	0	27-Jul-2020	27-Jul-2020	109	Finalize Functional Drawings & Approve											
111	DESIGN_JBS & SI	95% Equipment List Approval	0	27-Jul-2020	27-Jul-2020	109	95% Equipment List Approval											
112	DESIGN_JBS & SI	Finalize & Approve Detailed Design Drawings	15d	28-Jul-2020	17-Aug-2020	109	Finalize & Approve Detailed Design											
113	EQUIP_SI	Lead time for equipment order/ Pre-build & In Shop Testing	20d	28-Jul-2020	24-Aug-2020	109	Lead time for equipment order/ P											
114	CONTRACT_SI	SI Work Begins Onsite	0	17-Aug-2020	17-Aug-2020	112	SI Work Begins Onsite											
115	INSTALL_SI	Systems Installation	40d	18-Aug-2020	12-Oct-2020	112	Systems Installation											
116	INTEGRATE_SI	Systems Test and Training	10d	13-Oct-2020	26-Oct-2020	115	Systems Test ai											
117	ACCEPTANCE_SI	Final City Inspection and Acceptance	0	26-Oct-2020	26-Oct-2020	116	Final City Inspe											
118	INSTALL SCHED	+ Installation Schedule	6d	26-May-2020	2-Jun-2020		Installation Schedule											
128	ADA	+ ADA Compliance Review	11d	9-Mar-2020	23-Mar-2020		ADA Compliance Review											
131	MOVE	+ CMC MOVE	178d	25-Mar-2020	27-Nov-2020		CMC M											
149	OFFICESCAPES	+ FURNITURE	209d	1-Oct-2019	17-Jul-2020		FURNITURE											
160	BARBIZON	+ LIGHTING	201d	1-Sep-2019	5-Jun-2020		LIGHTING											
170	EGTC	+ EGTC OPERATING AGREEMENT	257d	1-Sep-2019	24-Aug-2020		EGTC OPERATING AGREEMEN											
183	SIGNAGE	+ EXTERIOR & INTERIOR SIGNAGE	201d	1-Dec-2019	4-Sep-2020		EXTERIOR & INTERIOR SIGI											
193	TECH SVCS	+ Structure Cabling, Low Voltage Security, City Fiber (JIM TO SCHEDULE MEETING TO REVIEW)	185d	18-Nov-2019	31-Jul-2020		Structure Cabling, Low Voltage Security											
230	ECS & FEES	+ Electronic Cashiering & Fee System	142d	20-Jan-2020	4-Aug-2020		Electronic Cashiering & Fee System											
249	FLOOR	+ FLOORZ	75d	31-Jan-2020	14-May-2020		FLOORZ											
263	CMC STAFF	+ CMC STAFF	55d	31-Jan-2020	16-Apr-2020		CMC STAFF											
266	LEASE	+ LEASE																
270	MASTER SCHED	+ MASTER SCHEDULE	487d	02/21/19	01/04/21													
332																		
333																		
334																		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2020

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 have ADDITIONAL INSURED provisions or 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 Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	CONTACT NAME: Morayma Gonzalez PHONE (A/C. No. Ext): 817-336-1197 FAX (A/C. No.): 817-347-6981 E-MAIL ADDRESS: mgonzalez@higginbotham.net														
INSURED FORDA13 Ford Audio-Video Systems, LLC 4800 West Interstate 40 Oklahoma City OK 73128-5425	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER B : National Fire Ins Of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : National Fire Ins Of Hartford	20478	INSURER C : The Continental Insurance Company	35289	INSURER D : Transportation Insurance Company	20494	INSURER E : Continental Casualty Company	20443	INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1094365298 **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 INSD	SUBR 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6016746553	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA6016746522	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6016746519	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	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 N	N/A	6016746536 WC657242915	12/31/2019 12/31/2019	12/31/2020 12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL LIABILITY Retro Active Date: 10/01/17			6049542865	12/31/2019	12/31/2020	AGGREGATE LIMIT \$ 2,000,000 PER OCCURRENCE \$ 2,000,000 DEDUCTIBLE \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 **Supplemental Name Insured
 Ford Audio-Video Systems, Inc.

The General Liability (includes Completed Operations) and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability and Automobile Liability policies has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders See Attached...

CERTIFICATE HOLDER City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	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
--	--

AGENCY CUSTOMER ID: FORDA13

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Ford Audio-Video Systems, LLC 4800 West Interstate 40 Oklahoma City OK 73128-5425	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

only where there is a written contract that requires such status.

The General Liability, Automobile Liability policies includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella policy is follow form over General Liability, Automobile and Workers Compensation policies.

Installation Floater
 Carrier: Continental Casualty Company
 POL# IM6016405878
 Effective Date 12/31/19-12/31/20
 Type of Insurance: Installation Floater
 Property In Transit: \$1,000,000
 Temporary Storage: \$5,000,000
 Temp Storage Ded: \$5,000

Re: Ford AV Job #2004203

Certificate holder is insured as noted above and complete to include: the City and County of Denver, its elected and appointed officials, employees and volunteers



The CASTUS Support Guarantee

Our goal is to have happy customers who love our products!

When you enroll in the CASTUS C4 or C8 Support programs, we guarantee you will receive the attention every customer deserves. We promise to always be available to assist your station, and to never leave you in the dark. We promise to correct any issue you may experience, while offering you one-on-one, focused support.

With C4 (\$1,200 annually) you get:

- Access to the CASTUS Forum, with rapid response times, for up to 4 employees.
- A dedicated support email address that automatically generates a support ticket for you, instantly notifying our support team.
- Access to a live, certified CASTUS representative over the phone 9a to 5p (PST).
- 2 scheduled training sessions for new hires, or refresh courses for existing employees.
- 2 in-depth sessions with a CASTUS technician

With C8 (\$2,400 annually) you get:

- Access to the CASTUS Forum, with rapid response times, unlimited accounts.
- A dedicated support email address that automatically generates a support ticket for you, instantly notifying our support team.
- Access to a live, certified CASTUS representative over the phone 9a to 5p (PST).
- After-hours emergency call in line.
- 4 scheduled training sessions for new hires, or refresh courses for existing employees.
- 4 in depth sessions with a CASTUS technician
- Remote CASTUS technician log in 'Tech Support' connection.
- Custom feature requests for future CASTUS updates.

CASTUS Technical Support

The CASTUS Community Forum is offered to all customers. Your support plan determines the number of accounts available to your station. The Forum is a thriving community, with daily posts. Not only are our technicians standing by to answer any posted questions or concerns, but our other Users are also consistently responding and helping their fellow stations.

When you email your support concern to our dedicated support address, you'll immediately get a response notifying you that your email has been received by the support team. You will also receive a ticket number you can reference if necessary.


Your call is always answered by a LIVE certified CASTUS representative, who can answer your questions immediately, or transfer you to the person who can. Regular support hours are 9am to 5pm Pacific Time. If you are a C8 subscriber, and you have an emergency outside of regular business hours, you can call the dedicated all-hours emergency support line and talk with a LIVE CASTUS representative right away.

CASTUS Hardware and Software Guarantees

All of our products include a 3-year hardware warranty. If any part fails, it will be replaced. We keep replacement servers on hand. If, in the rare event your system fails, we will send you a replacement immediately. If we must replace your server, we will assist you throughout the exchange process.

All CASTUS products are packaged with software updates for the life of the system.

Feature Checklist

	QuickCast	QuickRoll	Comp 1	Comp 2
Web browser interface with PC or Mac	X	X		
Linux based operating system	X	X		
Three years parts and labor warranty	X	X		
1 input 1 output HD/SD video server	X			
Mix and match up to 4 video inputs: HD/SDI and IP, all recordable		X		
Mix and match up to 4 video outputs: HD/SDI		X		
Additional HDMI output for full time preview channel included at no charge	X	X		
Additional H.264 IP encoded output included at no additional charge	X	X		
File types supported: MPEG: 1, 2 & 4; MPG/VOB/TS; H.264; cell phone 3GPP & .mov	X	X		
Playout of back to back HD and SD files with automatic letter box or pillars	X	X		
Bulletin board and graphic packages built in	X	X		
True video editing timeline with "scrub" for assembling and trimming clips with NO re-encoding	X	X		
Full time confidence monitoring for every channel plus preview channel	X	X		
Audio inputs: analog or digital	X	X		
Audio outputs: 3.5mm mini jack or embedded SDI	X	X		
Audio wave normalization on all channels	X	X		
Multi region overlays (up to 8 simultaneous regions) over video or graphics		X		
Multi region overlays (up to 4 simultaneous regions) over video or graphics	X			
8TB to 32TB hard drive storage with RAID included		X		
4TB hard drive storage (RAID optional)	X			
Future-proof multi-format SD/HD ready outputs	X	X		
Picture-in-picture with live input	X	X		
RSS feed news crawl	X	X		
Crawling text overlays in dedicated regions or over video graphics	X	X		
Support for an unlimited number of fonts	X	X		
Global overlays (including videos with transparency) on top of channels	X	X		
Schedule interface: Daily, Weekly, Monthly, Yearly or Interval	X	X		
Redundant power supplies		X		
NTP - (network time protocol) synchronizes to master clock coordinated time	X	X		
Scalable output to any viewing device	X	X		
Closed Captioning 608 (analog TV lines 21); and 708 (digital TV)	X	X		
Schedule and save changes with instant updates	X	X		
Returns to exact program playback point after any interruption of schedule or power failure	X	X		
Graphic images: JPEG, PNG	X	X		
24/7 attentive customer support	X	X		
Conformities: UL, CSA, CE,  RoHS compliant - (Restriction of Hazardous Substances)	X	X		
Supports program stream and transport stream file types	X	X		
Scalable architecture enables additional future channels		X		
C4 graphics package and forum access - no charge for 1st year	X	X		
Seamless integration with CASTUS video on demand and live streaming packages	X	X		



CASTUS

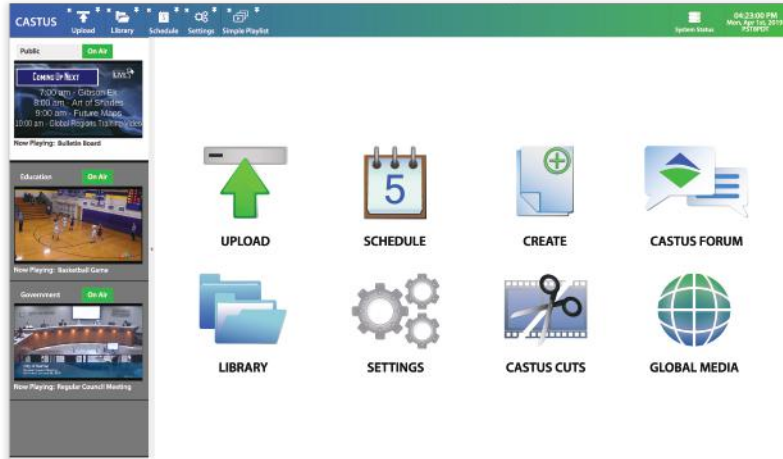
PLAYOUT SERVERS & STREAMING SOLUTIONS

QuickRoll

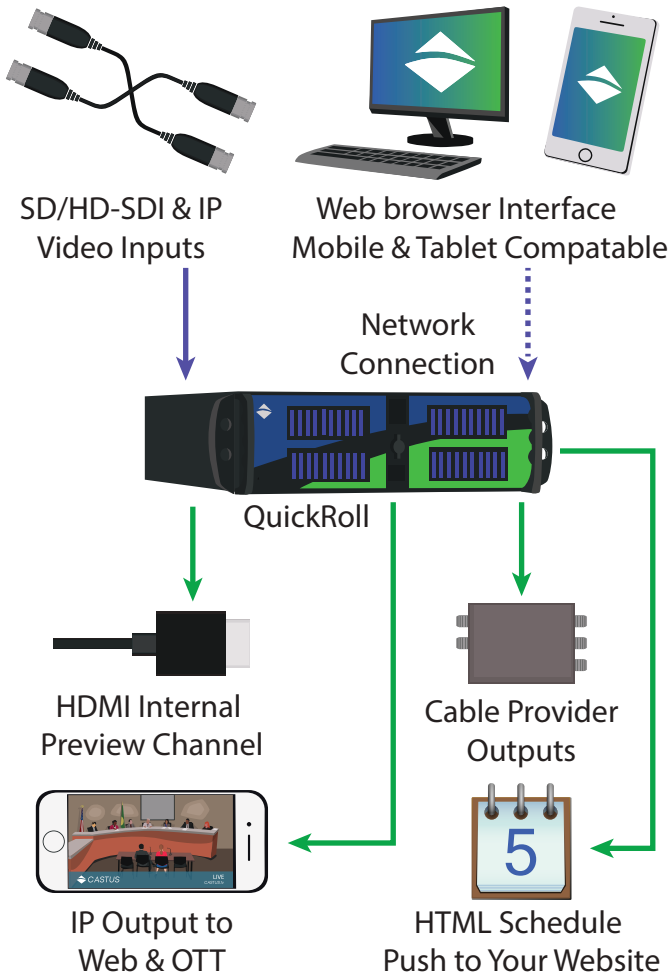
Multi-Channel SD/HD-SDI IP Video Server



'TV Station in a Box'- Capture, Schedule, Playout, & Stream



Web browser based user interface.



OVERVIEW

CASTUS QuickRoll is a powerful, multi processing, multi channel, video scheduling server; it is feature rich, reliable and cost effective. The QuickRoll offers multiple SD/HD-SDI inputs and outputs with additional IP multi-cast outputs for OTT streaming, enabling you to upload, schedule, and play almost any file format, zero transcoding. The server provides full support for closed captioning, providing a compliant signal to cable, web, mobile, and social media for both live and Video On Demand content. QuickRoll has quickly become the popular solution for broadcasters.

FEATURES

- Secure user logins with password permissions & restrictions
- Stream to Facebook Live™ & YouTube Live™
- Zero transcoding - HD/SD compatible
- Easy 'Click & Stick' scheduling
- Easy to create & edit bulletin boards
- Video editing on our web based non-linear timeline editor 'CASTUS Cuts'
- Add graphic overlays on IP & SDI outputs
- Automatic audio volume normalization
- Confidence monitors built in
- Create text & RSS crawls
- Automatic background music detection during slides
- Automatically fills gaps in schedules with 'Default Item'
- HDMI preview channel
- Digital SD/HD-SDI & IP inputs with router control
- Create show run reports
- Reliable support with C4 & forum access

KEY HIGHLIGHTS

- ALL NEW redesigned version 5 user interface
- Support for Closed Captions; live, side car & embedded
- Stream to multiple destinations simultaneously
- Stream 24/7 365 with CASTUS Hosting Services
- User login with permissions
- Independent channel output settings
- Linux operating system
- Web browser based user interface

OUTPUTS

Video & Audio Output	Digital SD/HD-SDI uncompressed video with embedded audio
IP Output	NDI, MPEG2 Transport Stream with MPEG2 or H.264 video and AAC, AC3 or MPEG audio
Preview Output	HDMI Output for internal preview channel

INPUTS

Inputs	SD/HD-SDI, IP, NDI and RTMP over ethernet 3.5mm line-in audio input
Supported Formats	MPEG2, MPEG4, vob, m2ts, mov, avi, mp4, m4a, wav, mp3, AAC & AC3

STORAGE

Options	8TB, 16TB, 24TB or 32TB
Redundancy	RAID 5 or RAID 6 per client request
Operating System	120GB SSD internal drive for CASTUS & Linux OS
Integrates & Supports	QuickStream VOD, Link Electronics ACE captioning products & SCTE-35

SPECIFICATIONS

Operating System	Linux CASTUS OS
Control Interface	Web Interface (Firefox or Chrome)
Network Connection	(2) 1 gigabit connections, optional 10 GbE card
Data Center Integration	NTP
Controls	BlackMagic IP/SDI routing switcher, Knox routing switcher
Uploading Content	HTTP Web Interface & FTP
Closed Captioning	EIA-608 (Analog Line 21) and CEA-708 (Digital TV)
Total HD/SD inputs/outputs	8/8 - (16) I/O's max configuration
Total Channel Overlay Regions	(8) 1-3 channels (6) 4 channels (2) 5+ channels

PHYSICAL

Power	200 Watts (max) based off the number of channels or I/O's
Power Consumption	Dual 600 Watt power supplies
Dimensions	19"d X 17"w X 5.5"h
Weight	40lb

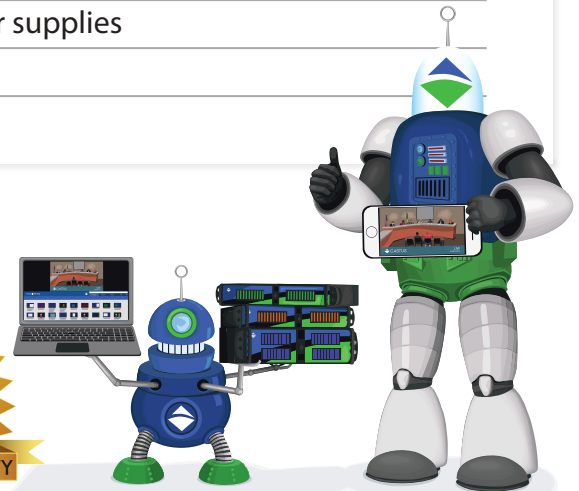
CASTUS is a customer centric organization. We value our customers and promise to provide them with excellent products and reliable support. Our products have evolved over the years directly from customer feedback. We are committed to continually improving our products.



165 NE Juniper Street Suite 200 Issaquah WA, 98007



EXHIBIT C



CASTUS.tv

800.215.3880



KEY HIGHLIGHTS

- Closed Caption support, both live & Video On Demand
- Mobile friendly video gallery
- Integrates with OTT platforms
- Streams to multiple destinations simultaneously
- Stream 24/7 365
- Linux operating system
- Additional option HD/SDI or IP input with multicast streaming output.

OVERVIEW

QuickStream with CASTUS Hosting Services provides a complete solution for live streaming and video on demand, allowing you to stream channels simultaneously to multiple destinations in a quality, high definition format. We provide an all in one product, enabling your viewers to browse and view programming within our customizable widget. You can easily upload new programs in seconds, group by program or series, index or chapterize meetings and more. We offer support for OTT and are compatible for streaming to Facebook™, Roku™, YouTube™, etc. QuickStream includes everything you need to provide your viewers with high definition video on demand at an affordable price to you.

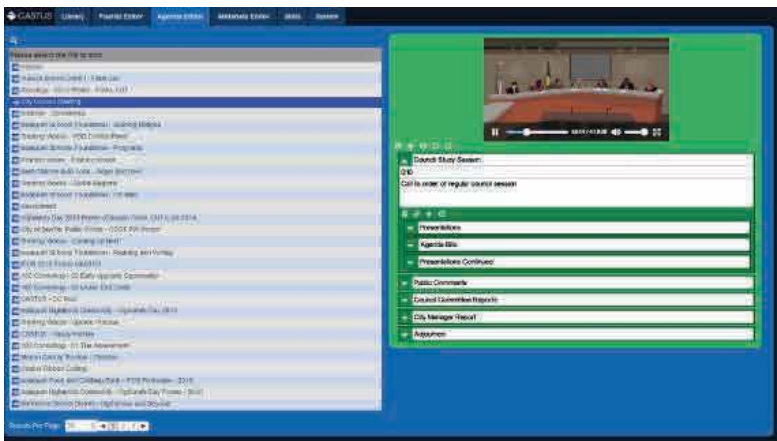


FEATURES

- Customizable ad free widget
- Total support for live or 'side car' closed captioning
- Integration with Roku for no additional cost
- Stream to multiple destinations, including Youtube Live™ Facebook Live™ & CHS, all simultaneously
- Program guide that pulls from QuickRoll or QuickCast
- Searchable online schedule guide
- Customizable widget with mobile support
- Optimized for social media
- HD & SD video playback support
- Back-end admin control panel for video management
- Reporting & play count for VOD and live streaming
- 4TB on-site storage & 2TB storage in the cloud with AWS cloud storage
- Video links for easy sharing
- Shows arranged by program & episode
- Chapterize meeting videos and add linked agenda items and documents

Brandable VOD & Streaming widget

CHS for Live Streaming & Video on Demand
CASTUS HOSTING SERVICES



VOD Control Panel - web browser based interface



QuickStream

QuickStream can be configured as a stand-alone appliance for video on demand, or it can be linked with QuickRoll or QuickCast to offer high definition, live streaming, all day, every day, with extended schedule guide options.

OUTPUTS

Output Formats	MP4 web viewable
Live Streaming Format	HLS

INPUTS

Supported Formats	MPEG2, MPEG4, vob, m2ts, mov, avi, mp4, m4a, wav, mp3, AAC & AC3
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STORAGE

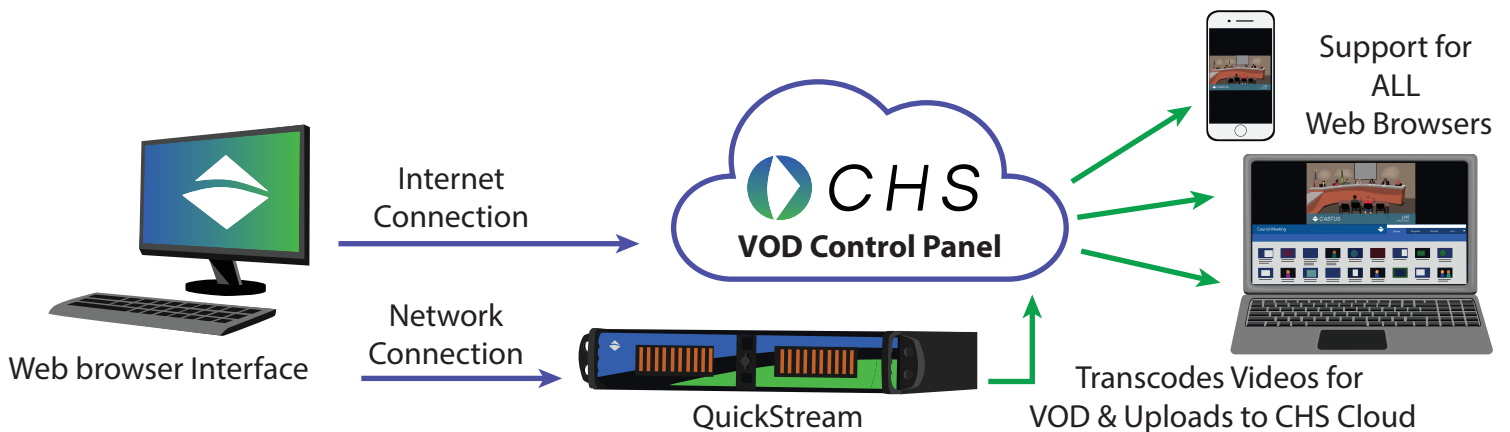
Cloud Storage	2TB (4TB on premise)
Operating System	CASTUS & Linux Operating System
Integrates with	CASTUS QuickRoll, QuickCast & Roku

SPECIFICATIONS

Operating System	Linux CASTUS OS
Control Interface	Web Interface - Firefox or Chrome
Network Connection	(2) 1 gigabit Ethernet connections
Closed Captioning	Live and .vtt format

PHYSICAL

Power	Single 500 Watt power supplies
Power Consumption	100 watts
Dimensions	19"d X 16.5"w X 3.25"h
Weight	30lb



CASTUS is a customer centric organization. We value our customers and promise to provide them with excellent products and reliable support. Our products have evolved over the years directly from customer feedback. We are committed to continually improving our products.



TECHNICAL SUPPORT

All of ChyronHego's products come with a six-month or one-year warranty, depending on the product. This warranty provides access to ChyronHego's Customer Success Team during business hours, repair or replacement of defective parts or system, as well as access to software service packs that address issues and improvements.

During the warranty period, customers have the option to purchase an extended support contract, which provides customer 24x7x365 support access.

ChyronHego offers a number of support and maintenance offerings to cater to the specific needs of every customer:

- **Support Contract (SC):**

This agreement gives customer access to ChyronHego's technical support during business hours of the specific region. ChyronHego provides diagnostic support and identifies solutions to a customer's request.

- **Extended Support Contract (ESC):** This agreement gives customers 24x7 access to ChyronHego's Customer Success Team. ChyronHego will provide diagnostic support and identify solutions to customer's requests.

- **Dedicated Support Contract (DSC):** This agreement assigns a dedicated Senior Success Agent to the customer, who becomes expert in the customer's systems and configurations. Customers with dedicated agents are not part of the standard call queue resulting in lower time-to-resolution. Furthermore, customers under DSC will receive a proactive, on-site support visit once a quarter to preemptively address any potential risk.

- **Software Maintenance Agreement (SMA):**

The Software Maintenance Agreement provides access to software service packs and software updates within the same major version of the software purchased and assigned to a specific system. The SMA includes ChyronHego's Support Contract (SC), which can be upgraded to ESC or DSC.

- **Hardware Maintenance Agreement (HMA):**

The Hardware Maintenance Agreement provides hardware break/fix services and extended warranty to parts. The HMA includes ChyronHego's Support Contract (SC), which can be upgraded to ESC or DSC.

ChyronHego's new subscription offering includes SMA and HMA as part of the offering, as well as access to software and hardware upgrades as described as part of the offering.

FLIP OVER to View ChyronHego's Support & Maintenance Offerings Chart

CHYRONHEGO SUPPORT & MAINTENANCE OFFERINGS



	No Contract	SC	ESC	DSC	SMA	HMA	Subscription Service
Access to online support forums	✓	✓	✓	✓	✓	✓	✓
Access to product knowledge base	✓	✓	✓	✓	✓	✓	✓
Access to support portal	During Warranty Period	✓	✓	✓	✓	✓	✓
Access to remote access diagnostics	During Warranty Period	✓	✓	✓	✓	✓	✓
Local business hours phone/live chat support	During Warranty Period	✓	✓	✓	✓	✓	✓
24x7x365 phone/live chat support	✗	✗	✓	✓	With ESC/DSC Upgrade	With ESC/DSC Upgrade	With ESC/DSC Upgrade
On-site support	✗	✗	If Required	As Requested	With ESC/DSC Upgrade	With ESC/DSC Upgrade	With ESC/DSC Upgrade
Dedicated senior support specialist	✗	✗	✗	✓	With DSC Upgrade	With DSC Upgrade	With DSC Upgrade
On-site preemptive maintenance	✗	✗	✗	✓	With DSC Upgrade	With DSC Upgrade	With DSC Upgrade
Access to software service packs	During Warranty Period	✗	✗	✗	✓	✗	✓
Access to software updates, features and patches	✗	✗	✗	✗	✓	✗	✓
Access to major software upgrades	During Warranty Period	✗	✗	✗	✗	✗	✓
Defective hardware fix/replacement	During Warranty Period	✗	✗	✗	✗	✓	✓
Hardware break/fix services	During Warranty Period	✗	✗	✗	✗	✓	✓
Hardware refresh	✗	✗	✗	✗	✗	✗	✓
Response Times	✗	48 hours or less if contacted during business hours	8 hours or less	4 hours or less	48 hours or less if contacted during business hours	48 hours or less if contacted during business hours	8 hours or less

ACE Series Extended Warranty and Maintenance Contract

1. Maintenance Services.

Link Electronics shall maintain and service the following list of equipment (the "Equipment"):

- ACE-2000 server
ACE-2000 online speech recognition software
- ACE-2200 online and offline speech recognition software
(includes hardware maintenance)
- ACE-2100 offline post production software
ACE-2100 server

and keep the Equipment in good working order. Link Electronics shall provide service during regular business hours with the schedule to be based on the specific needs of the customer as determined by Link Electronics. In addition, Link Electronics shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include the following as deemed necessary by Service Company. Hardware maintenance will be performed at the Link Electronics factory. Software and operating system maintenance will be performed on line. *(The ACE-series server must be connected to the internet and a third party remote desktop application must be resident on the ACE server). The customer must grant access to the server for the period of time necessary to affect the maintenance.*

Services included in contract price:

Software version updates
Firmware updates
Hardware maintenance and updates; ACE Series of products and Link Encoder
Updates to Language Model
Speaker ID additions or changes and additions as needed
Telephone technical Support 24/7 X 365 days per year

2. Excluded Services

Unless agreed to in writing by Link Electronics. Link Electronics shall not be required to make any of the following:

- Other safety tests or installations, whether or not recommended or directed by governmental authorities or by insurance companies.
- Any replacements with parts of a different design.
- Repairs caused by negligence or misuse of the equipment or any other factor except ordinary wear and tear.

If the services described in this provision are authorized by the Customer, and if Link Electronics agrees to perform them, an additional reasonable charge will be made for the service.

3. Trained Employees

Trained personnel directly employed and supervised by Link Electronics will perform all services required by the terms of this Contract. Link Electronics agrees that each of its service employees will be properly qualified and will use reasonable care in the performance of his or her duties.

ACE Series Extended Warranty and Maintenance Contract

4. Working Hours

(a) The services required of Link Electronics under this Contract, shall be performed during the regular working hours of its regular working days, consisting of 8:00 AM to 5:00 PM, Central time. Emergency telephone support will be available 24/7 X 365 days per year

(417-320-3438) After hours

(800-776-4411) 8-5 Central time

5. Contract Price

(a) The Customer shall pay Link Electronics at the rates below, annually for the regular services to be performed under this Contract.

(ACE-2000) **\$5,000.00** Per Year

(ACE-2100) **\$2,000.00** Per Year

(ACE-2200) **\$7,000.00** Per Year

(b) The amount specified in (a) above may be adjusted annually to reflect any changes in Link Electronics' cost of labor. The contract price may be increased by a maximum of 15% on each anniversary of the commencement date of service under this Contract.

(c) The amount specified in (a) above may be adjusted annually to reflect any changes in the costs of the parts, equipment, and materials supplied by Link Electronics under this Contract. Amounts due to Link Electronics will be billed to Customer on an annual basis and will be due and payable within 15 days thereafter.

6. Term of Contract

The term of this Contract shall commence from invoice date and shall continue in full force and effect until it is terminated. Either party, by giving 30 days written notice to the other party, may terminate this Contract either at the completion of the 1st (first) year of service under this Contract or at the end of any subsequent year. In any event, this Contract shall be in effect for a minimum of 1 year.

7. Miscellaneous Provisions

(a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of Missouri, and all obligations of the parties created under this Contract are performable in The United States. Service will be performed via telephone, remote access via computer, or in Link Electronics' factory.

(b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(c) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(e) **Amendments.** This Contract may be amended by the parties only by a written Contract.

(f) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.



Enhanced Protection for Your Production. Peace of Mind for You.



ProTekSM

When you want protection for your production equipment, count on NewTek ProTek. The service program that takes support far beyond standard assistance. ProTek provides the only way for you to get NewTek-provided service for the many years of product ownership. It also enhances the support experience, every step of the way.

For some customers, a standard 12-month warranty is enough. With ProTek, your coverage can be extended. When you have mission-critical production needs, you want access to source-provided service and support when you need it. This is an integral part of owning and using a NewTek live production product. You can also renew your ProTek coverage each year. Well beyond the purchase date. And unlike many other programs, the benefits of ProTek can be assigned to a new owner, so coverage and peace of mind continues, regardless of who owns the product.

ProTek coverage is available for TriCaster[®], 3Play[®], TalkShow[®], MediaDS[™], NewTek Connect, NVG1, and IP Series purchases in the U.S. and Canada.

Call your reseller or visit newtek.com/protek to find out more.

At a glance

- **Expedite your response time**
Get service, first and fast. Your calls and emails are answered first.
- **Offer the fastest options**
Access one of the speediest replacement programs around. At your command, you can get a replacement express shipped right to your doorstep. Often, we can get it to you the very next day.
- **Expand your access**
Your calls get answered long after NewTek's standard support hours, and you have exclusive access to Senior Support Analysts ready to take your calls 24/7.
- **Extend your coverage**
ProTek can be renewed each year. And benefits can be carried over to a new owner. So, coverage and peace of mind continue, and you gain even more value for your investment. And here's a refreshing change: software updates are free to all registered users.

How does ProTek stack up against standard support offerings?

	Standard Warranty	ProTek SM	Out of Warranty
Contacting Support			
Hours	M-F: 09:00 – 17:00 CST S-S: 10:00 – 14:00 CST	24/7	Same as standard warranty
Time to Answer	Chat or Call-back	Within 5 minutes avg.	Best Effort
Email Support	Next business day response	4 business-hour response guarantee	Next business day response
Self Help			
User Forums	forums.newtek.com		
Knowledge Base	yes		
Troubleshooting	yes		
Web Training	tv.newtek.com		
Coverage			
Hardware Repair	12 months from registration	Renewable until 15 months before planned End of Life (EoL)	Flat fee, ~7% of list for systems that are not EoL
Updates & Upgrades	Free updates, automatic notification		
Shipping Costs	User pays for shipping to repair depot. NewTek pays for return shipment		
Shipping Method	Standard Ground	Next Day	Standard Ground
Next Business-Day Replacement	No	Yes	No
Assignable	No	Yes	N/A
Repair Time	10 business days typical	N/A	10 business days typical usually with flat fee
Exclusions	None	Accessories must be part of a covered system	N/A



Subject to change without notice. International pricing and availability may vary. Please email sales@newtek.com for details.

Rev.1 12.05.2017

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EXHIBIT C

STUDIO NETWORK SOLUTIONS Q:COMPLETE STANDARD SUPPORT SLA

Here is the outline for the Q:COMPLETE STANDARD SUPPORT SLA for your SNS EVO system. Your annual support contract gives you the highest available level of access to our highly-rated support team based at our St. Louis, Missouri, location.

Primary Line Telephone Support During Business Hours (M-F, 9 am - 6 pm)

- Your agreement guarantees response on our main support line within 36 hours. Typical response less than one hour during standard business hours. Unlimited number of cases and contacts.

Email Support:

- Your agreement guarantees email response within 36 hours. Typical response less than one hour during standard business hours. Unlimited number of cases and contacts.

On-site/Remote Training

- SNS will provide training for your staff as needed via remote login.
- During scheduled on-site Installations our technician will train your users at no charge.

On-Site Technical Support and Service

- Q:COMPLETE STANDARD SUPPORT SLA entitles you to a 25% discount on SNS on-site support and service.

Software Updates

- Q:COMPLETE STANDARD SUPPORT agreement provides updates at no charge, assisted by our team.

Remote Desktop Support and Service

- For Q:COMPLETE STANDARD SUPPORT Desktop Service is typically offered at no charge at SNS to quickly resolve issues
- Q:COMPLETE STANDARD SUPPORT SLA entitles you to a 25% discount on all billed SNS services

Online Access to Case History

- Your agreement gives you unlimited access to your online case history (via Zendesk)
- You also have unlimited access to our extensive support knowledge base.

Advance Hardware Replacement

- SNS will advance ship replacement parts to you once we confirm failure of a part. If a hardware fails during the one-year warranty period SNS will also pay for replacement shipping.

Hardware Maintenance

- Your hardware is warranty is 1 year. Extended hardware maintenance contracts are available.



GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.
- g. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- i. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, including adjustments or changes to the Software, will not be covered under this warranty statement. Re-calibration of settings will be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.

- j. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- k. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair, whichever is in the Customer's best interest.
- l. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system, including any changes to the Software, will invalidate the warranty.
- m. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- n. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the Ford installation. Ford reserves the right to accept or reject equipment provided by the Customer and to charge a service fee, to be agreed upon in advance by the Customer, due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- b. Materials or equipment provided by the Customer/Owner, if any, to be included within the work, shall be done with no warranty or guarantee by Ford. Use of OFE is solely for the convenience and benefit of the Customer.
- c. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be returned to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.
- d. Ford shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
- e. In accordance with the budgeted amounts and rates contained within the Agreement and its exhibits, the Customer agrees to reimburse Ford for all work related to the service and/or troubleshooting of OFE with the provision that the Customer authorizes Ford to proceed with malfunction evaluation and repairs.
- f. In the event that OFE does not function properly, Ford shall notify the Customer. The Customer will determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c)

the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.