

City of Golden, Colorado

REQUEST FOR PROPOSAL

The Golden Community Center AV/Upgrade and Technology Improvement

CITY OF GOLDEN

JANUARY 30, 2024

I. INVITATION TO SUBMIT PROPOSALS

Date of Request: January 30, 2024
Pre-Bid Site Visit: contact to arrange
Due Date for Questions: February 8, 2024 5:00pm
Due Date for Proposals: February 19, 2024 2:00pm

The City of Golden, Colorado, respectfully requests proposals from qualified providers for an AV system at the Golden Community Center, 1470 10th Street, Golden, CO 80401. The selected provider will assist the City's Information Technology Department on the project that is discussed further in this request for proposal (the "RFP").

Proposals must meet or exceed any negotiated Colorado government contract.

Proposal Requirements

1. Phase 1 Price
 - a. Equipment cost
 - b. Installation cost
 - c. List any proposed equipment variance.
2. Phase 2 Price
 - a. Equipment cost
 - b. Installation cost
 - c. List any proposed equipment variance.
3. Service
 - a. Describe services available, associated fees, including but not limited to:
 - i. preventive, response time, emergency, staff training
4. 3 References
5. Completed RFP Submission Form – Exhibit E

Proposals must be submitted to the Department of Parks, Recreation and Golf.

City of Golden

Attn: Stacy Turner

Executive Assistant/Department Liaison

Public Works Building

1445 10th Street

Golden, Colorado 80401

Prior to 2:00 p.m. local time, February 19, 2024, two copies of the Statements must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSAL: Golden Community Center AV/Upgrade and Technology Improvement" and addressed to the Department Parks, Recreation and Golf.

In addition to the sealed proposals, email one electronic copy in PDF format to Stacy Turner, Sturner@cityofgolden.net.

No proposals received after the due date shown above will be considered under any circumstances, and any proposals so received shall be returned to the Submitter unopened without consideration by the City. Sole responsibility rests with the Submitter to see that its proposal is received on time at the stated location.

The City of Golden reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible provider, according to the City's evaluation and as deemed to be in the best interest of the City.

Proposals must meet or exceed requirements contained in this RFP.

II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

PURPOSE

The City of Golden's Department of Parks, Recreation and Golf Division— hereafter referred to as Parks and Recreation - is seeking to upgrade and replace the existing audio/visual system in three spaces which shall be used individually or in combination, according to configurations shown below.

The three rooms are divided and combined as follows:

- Bear Creek, approximately 26'1" W x 45'2" L x 16'7" H
- Clear Creek, approximately 31' W x 24' 4" L x 16' 7" H
- Coal Creek, approximately 25'10" W x 40' 4" L x 16' 7" H
- Bear Creek + Clear Creek + Coal Creek
- Bear Creek + Clear Creek
- Clear Creek + Coal Creek

PROJECT

The Golden Community Center provides rental spaces for the public as well as internal user-groups. The Parks and Recreation Division is seeking an upgrade to an existing AV system with ongoing maintenance and service.

OBJECTIVES

A summary of the minimum key project objectives is below. Contractors proposing on the project may include additional equipment or services as part of their proposal, subject to final scope of work negotiations and funding availability.

- Provide and install an upgraded integrated AV system which will accommodate one, two or three spaces either individually or as one system in adjoining rooms.
- The AV system shall be user friendly for public meeting spaces and not cumbersome to operate. Prospective providers may have additional questions which may be directed to the City of Golden Project Manager.
- To contract with an audio/visual provider who will understand the existing conditions, audio/visual equipment, and integration needs.
- To contract with an audio/visual expert to provide functionality, source devices, audio, switching, controls, and storage box.

- To contract with an audio/visual expert to provide an added alternative display in the Clear Creek Room.
- To contract with an audio/visual provider for a minimum contract period of three years for system support.

The project shall be bid in two separate phases: as Phase 1 and a Phase 2, not a combined price.

- Manufacturer warranties on equipment shall be included and serviced accordingly.
- Contractor should propose ongoing maintenance and service separately.

SERVICES SCOPE

Parks and Recreation staff expects the selected Provider to work closely with the City of Golden project manager in the implementation audio/visual system. Specifically, City of Golden staff expects Provider staff to supply a point person who will work with the project manager to schedule delivery and installation of equipment.

Once equipment is installed, Provider will provide staff training and appropriate documentation.

REFERENCES

Parks and Recreation staff asks that you provide three references that are similar in size and scope of the proposed audio-visual project to the City of Golden.

Appendix A
Phase 1
Coal Creek North and Bear Creek Rooms

IDF-Storage

- Functionality Description: Current equipment and rack will need to be moved from current location to new location.
 - Touch panel at the rack to be used when rooms are combined
 - The wireless microphones and chargers to reside in a convenient area for all rooms
 - DVD usage option via external player and or user laptop
 - Accessing the rack will be infrequently required
- Displays:
 - NA
- Source Devices:
 - One (1) existing owner furnished cable box will be installed in the equipment rack. The box will be selectable as a source for all three rooms.
 - One (1) existing owner furnished Blu-Ray player will be installed in the equipment rack. The Blu-ray will be selectable as a source for all three rooms.
 - Any existing equipment that is not reused will be removed from the equipment rack and handed over to the City of Golden.
- Audio:
 - One (1) Digital Signal Processor (DSP) will be installed in the rack to provide audio processing as well as control processing of the three-way divisible room.
 - Three (1) existing owner furnished amplifiers will be reused to power the existing speakers in the three-way divisible rooms.
- Conferencing:
 - NA
- Switching:
 - AV over IP system will be installed into the new AV system, allowing for future expansion as required.
- Network:
 - One (1) owner furnished 40-port network switch will be installed in the equipment rack.
 - City of Golden will be responsible for programming and managing the network switch.
 - Note: the following network protocols are required:
 - IGMP (Internet Group Management Protocol)
 - PIM (Protocol Independent Multicast)
 - Jumbo Packets enabled
 - POE IEEE 802.3ab with a budget of 450w
 - Dante QoS must be applied.
- Controls:
 - One (1) touch panel will be installed in the rack to allow for control of the system from outside of the rooms.
 - Three (3) remote power control units will be installed to provide sequence of rack equipment through the control system.
- Equipment Location:

- The existing owner furnished 28ru equipment rack will be reused to house the equipment inside the AV Equipment Room.
 - One (1) battery backup (UPS-1000-LI-2) will be installed in the rack to supply reliability to the DSP in the event of a power surge or brownout.

Room 1, Bear Creek

- Functionality Description: Bear Creek's dimensions are 42'L x 26'W. The room is used as the primary room for business conferencing. The room will be supported with new audio processing and an AV over IP video system. The room will allow for Bring Your Own Device (BYOD) by the connection of a Clickshare to a laptop. By providing a BYOD solution, Bear Creek can be used with a variety of Unified Communications (UC) such as Zoom, Microsoft Teams, Cisco WebEx, etc.
- Displays:
 - The existing projector will be removed and handed to the City of Golden.
 - The existing owner furnished projector screen will be reused for projection.
 - One (1) 13k lumen projector will be installed in the existing projector location, mounted from the ceiling.
 - Existing owner furnished clamp and mounting pole will be reused.
- Source Devices:
 - One (1) existing Crestron wall plate will be removed and handed to the City of Golden.
 - One (1) AV over IP HDMI wall plate will be installed in the same location as the removed Crestron wall plate.
 - The AV over IP wall plate will allow Bluetooth connectivity for audio streaming.
 - One (1) Pan-Tilt-Zoom (PTZ) camera will be mounted on the front wall and pointed back into the room to provide video of the room when being used for UC.
- Audio:
 - Two (2) existing ceiling speakers will be reused to provide audio to the room.
 - One (1) ceiling microphone array will drop from the ceiling on poles to be at the same height as the projector.
 - One (1) wall plate with dual F-XLR and dual M-XLR will be mounted next to the HDMI wall plate to provide analog audio inputs and outputs to the AV system.
- Conferencing:
 - One (1) Barco ClickShare CX-30 Kit will be installed to allow for a wireless BYOD solution. The receiver will be mounted on top of the projector for better reception.
 - The CX-30 will allow the user to select the UC of choice from their laptop.
- Switching:
 - AV over IP video system will be installed as part of the new AV system. The AV over IP system will allow for video content to be streamed at 4k.
- Controls:
 - One (1) 7" touch panel will be installed on the back wall to allow control of the AV system.
 - The touch panel will be password protected with a four to six-digit number.
 - The first page, after signing in, will be a map of the three rooms showing the status of the rooms combined or divided.
 - Additional pages will be added to allow for controls:
 - Source selection
 - Pan-Tilt-Zoom camera control with 3 presets

- Control of Comcast
 - Control of the Blu-Ray player
 - Master volume control
 - Source volume controls
- Equipment Location:
 - One (1) 2'x2' ceiling storage box will be mounted in the ceiling to allow the USB bridge, video encoder, and video decoder to be mounted inside.
 - City of Golden to provide power at the box location.

Room 2, Clear Creek

- Functionality Description: Clear Creek's dimensions are 42'L x 31'W. The room will be supported with new audio processing and a wireless microphone system when it's used when combined with Bear Creek and or Coal Creek.
- Displays:
 - See Phase 2.
- Source Devices:
 - See Phase 2.
- Audio:
 - Two (2) existing ceiling speakers will be reused to provide audio to the room.
 - One (1) wireless antenna will be mounted from the ceiling to provide wireless capability when the room is used in a combined status with Bear Creek and Coal Creek.
 - Two (2) wireless handheld microphones will be provided to be used as a voice lift.
 - Two (2) wireless belt packs with lavalier microphones will be provided to be used as a voice lift.
 - Two (2) additional neckband microphones will be provided to allow for better audio pickup when using the belt packs.
 - One (1) wall plate with dual F-XLR and dual M-XLR will be mounted next to the HDMI wall plate to provide analog audio inputs and outputs to the AV system.
 -
- Conferencing:
 - See Phase 2.
- Switching:
 - See Phase 2.
- Controls:
 - See Phase 2.

Room 3, Coal Creek

- Functionality Description: Coal Creek's dimensions are 42'L x 26'W. The room will be supported with new audio processing and an AV over IP video system. The room will allow for Bring Your Own Device (BYOD) by the connection of a Clickshare to a laptop. By providing a BYOD solution, Bear Creek can be used with a variety of Unified Communications (UC) such as Zoom, Microsoft Teams, Cisco WebEx, etc.
- Displays:
 - The existing projector will be removed and handed to the City of Golden.
 - The existing owner furnished projector screen will be reused for projection.

- One (1) 13k lumen projector will be installed in the existing projector location, mounted from the ceiling.
 - Existing owner furnished clamp and mounting pole will be reused.
- Source Devices:
 - One (1) existing Crestron wall plate will be removed and handed to the City of Golden.
 - One (1) AV over IP HDMI wall plate will be installed in the same location as the removed Crestron wall plate.
 - Note: The AV over IP wall plate will allow Bluetooth connectivity for audio streaming.
 - One (1) Pan-Tilt-Zoom (PTZ) camera will be mounted on the front wall and pointed back into the room to provide video of the room when being used for UC.
- Audio:
 - Two (2) existing ceiling speakers will be reused to provide audio to the room.
 - One (1) ceiling microphone array will drop from the ceiling on poles to be at the same height as the projector.
 - Note: The microphone array will cover a 0' x 30' area in the room, the far corners of the room will not be covered.
 - One (1) wall plate with dual F-XLR and dual M-XLR will be mounted next to the HDMI wall plate to provide analog audio inputs and outputs to the AV system.
- Conferencing:
 - One (1) ClickShare CX-30 Kit will be installed to allow for a wireless BYOD solution. The receiver will be mounted on top of the projector for better reception.
 - The CX-30 will allow the user to select the UC of choice from their laptop.
- Switching:
 - AV over IP video system will be installed as part of the new AV system. The AV over IP system will allow for video content to be streamed at 4k and can be scaled down.
- Controls:
 - One (1) 7" touch panel will be installed on the back wall to allow control of the AV system.
 - The touch panel will be password protected with a four to six-digit number.
 - The first page, after signing in, will be a map of the three rooms showing the status of the rooms combined or divided.
 - Additional pages will be added to allow for controls:
 - Source selection
 - Pan-Tilt-Zoom camera control with 3 presets
 - Control of Comcast
 - Control of the Blu-Ray player
 - Master volume control
 - Source volume controls
- Equipment Location:
 - One (1) 2'x2' ceiling storage box will be mounted in the ceiling to allow the USB bridge, video encoder, and video decoder to be mounted inside.
 - City of Golden to provide power at the box location.

Appendix B
Phase 1 Equipment
Clear Creek North and Bear Creek Room

Seq	Qty	Part Number	Manufacturer	T	Description
1	0.00				IDF - Storage
2	0.00				Existing OFE
3	1.00	OFE	OWNER	M	Owner Furnished Equipment - 28RU
4	3.00	OFE	OWNER	M	Owner Furnished Equipment - Crown XLS1000
5	1.00	OFE	OWNER	M	Owner Furnished Equipment - Comcast Cable Box
6	1.00	OFE	OWNER	M	Owner Furnished Equipment - Samsung Blu-Ray player
7	0.00				System Control, UC, & DSP
8	2.00	DUETE-2	VISIONARY SOLUTIONS	A	PacketAV Duet 2 Encoder
9	1.00	CORE 110F-V2	QSC	A	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-
10	1.00	TSC-70-G3	QSC	A	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
11	1.00	SLQSE-110-P	QSC	Q	Q-SYS Core 110 Scripting Engine Software License, Perpetual.
12	1.00	SLQUD-110-P	QSC	Q	Q-SYS Core 110 UCI Deployment Software License, Perpetual.
13	1.00	QIO-GP8X8	QSC	A	Q-SYS peripheral providing 8 logic inputs and 8 logic output. 1U, 1/4 width and powered over Etherne
14	1.00	SLDAN-32-P	QSC	Q	Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
15	1.00	QIO-IR1X4	QSC	A	Q-SYS peripheral providing 1 IR receiver and 4 IR emitters. 1U, 1/4 width and powered over Ethernet
16	1.00	UPS-1000-LI-2	SURGEX	A	LINE INTERACTIVE UPS 1000VA 2U
17	3.00	RPC-20-CD	LOWELL	Q	Classic Remote Power Control-20A, 1 Duplex Outlet, 6ft Cord
18	1.00	D3	MIDDLE ATLANTIC	Q	3SP ANODIZED DRAWER
19	1.00	TBD-MATERIAL	TBD	B	(24 port)Network Patch Bay
20	1.00	TBD-MATERIAL	TBD	B	Junction Box For Terminal Strips
34	0.00				Room 1 - Bear Creek
35	0.00				Existing OFE
36	2.00	OFE	OWNER	M	Owner Furnished Equipment - Ceiling Speakers
37	1.00	OFE	OWNER	M	Owner Furnished Equipment- Projector Screen 10'W x 7'8'H
38	1.00	OFE	OWNER	M	Owner Furnished Equipment - Pole and ceiling mount for projector
39	0.00				Video
40	1.00	V11HA65920	EPSON	A	EB-PU2113W
41	1.00	V12H004W06	EPSON	Q	Wide Lens 2 for Pro L1500U
42	1.00	VCMUW	CHIEF	Q	HEAVY DUTY PROJECTOR MOUNT

43	1.00	FSR-18544	FSR	Q	CB-224P-MLS-2'x 2' w Pole MLS - Prewired, 6 unswitched outlets
44	1.00	DUETE-WP-BT-WHITE	VISIONARY SOLUTIONS	A	PacketAV Duet Wall Plate Encoder Bluetooth Faceplate Color White
45	1.00	D4100	VISIONARY SOLUTIONS	A	PacketAV D4100
46	0.00				UC & control
47	1.00	TSC-70-G3	QSC	A	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
48	1.00	DUETE-2	VISIONARY SOLUTIONS	A	PacketAV Duet 2 Encoder
49	1.00	R9861513US	BARCO	A	CLICKSHARE CX-30 SET US
50	1.00	CORE NANO	QSC	A	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV brid
51	1.00	NC-12X80	QSC	A	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In
52	1.00	509178	SENNHEISER	A	TeamConnect Ceiling 2 Microphone kit. Includes (1) TeamConnect Ceiling 2 microphone, (1)Set of SL CM
53	1.00	508620	SENNHEISER	Q	Ceiling Mic VESA Bracket
54	1.00	TBD-MATERIAL	TBD	B	Pole and mounting hardware for ceiling microphone array
55	0.00				Audio
56	1.00	D-XLR2F	RDL - RADIO DESIGN LABS	Q	Dual XLR 3-pin Female Jacks on D Plate - Terminal block connections
57	1.00	TBD-MATERIAL	TBD	B	D-XLR2M
69	0.00				
70	0.00				Room 2 - Coal Creek
71	0.00				Existing OFE
72	2.00	OFE	OWNER	M	Owner Furnished Equipment - Ceiling Speakers
73	0.00				Video
74	0.00	TBD-MATERIAL	TBD	B	DVLED Mobile Cart
75	0.00	MFR-1227GE	MIDDLE ATLANTIC	Q	12SP27D MOBILE F RACK GE
76	0.00	UPS-1000-LI-2	SURGEX	A	LINE INTERACTIVE UPS 1000VA 2U
77	0.00	DUETE-WP-BT-WHITE	VISIONARY SOLUTIONS	A	PacketAV Duet Wall Plate Encoder Bluetooth Faceplate Color White
78	0.00	D4100	VISIONARY SOLUTIONS	A	PacketAV D4100
79	0.00				Audio
80	1.00	508855	SENNHEISER	A	SpeechLine Multi-Channel Receiver with 4 SL DW RF Links. Features Analog output with (2) Dante Inter
81	2.00	505901	SENNHEISER	A	Digital handheld transmitter, 1.9 GHz, with MME 865-1 capsule (supercardioid, condenser). Includes (
82	2.00	509211	SENNHEISER	A	SpeechLine Digital Wireless Bodypack kit. Includes (1) SL Bodypack DW and (1) MKE 2 lavalier microp

83	2.00	508987	SENNHEISER	A	2-compartment charger for SL HANDHELD and SL BODYPACK, network-compatible IPv4/6, including power su
84	2.00	506272	SENNHEISER	Q	Neckband microphone with MKE 1 microphone capsule (omnidirectional, condenser) with EW jack. Include
85	1.00	D-XLR2F	RDL - RADIO DESIGN LABS	Q	Dual XLR 3-pin Female Jacks on D Plate - Terminal block connections
86	1.00	TBD-MATERIAL	TBD	B	D-XLR2M
87	0.00				UC & Control
88	1.00	TSC-70-G3	QSC	A	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
89	0.00	DUETE-2	VISIONARY SOLUTIONS	A	PacketAV Duet 2 Encoder
90	0.00	R9861513US	BARCO	A	CLICKSHARE CX-30 SET US
91	0.00	CORE NANO	QSC	A	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV brid
92	0.00	NC-12X80	QSC	A	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In
93	0.00	509178	SENNHEISER	A	TeamConnect Ceiling 2 Microphone kit. Includes (1) TeamConnect Ceiling 2 microphone, (1)Set of SL CM
94	0.00	508620	SENNHEISER	Q	Ceiling Mic VESA Bracket
95	0.00	TBD-MATERIAL	TBD	B	Pole and mounting hardware for ceiling microphone array
107	0.00				
108	0.00				Room 3 - Clear Creek
109	2.00	OFE	OWNER	M	Owner Furnished Equipment - Ceiling Speakers
110	1.00	OFE	OWNER	M	Owner Furnished Equipment - Projector Screen 9'10"W x 6'5"
111	1.00	OFE	OWNER	M	Owner Furnished Equipment - Pole and ceiling mount for projector
112	0.00				Video
113	1.00	V11HA65920	EPSON	A	EB-PU2113W
114	1.00	V12H004M0F	EPSON	A	Middle Throw Lens for the Pro L Series Projectors
115	1.00	VCMUW	CHIEF	Q	HEAVY DUTY PROJECTOR MOUNT
116	1.00	D4100	VISIONARY SOLUTIONS	A	PacketAV D4100
117	0.00				UC & control
118	1.00	FSR-18544	FSR	Q	CB-224P-MLS-2'x 2' w Pole MLS - Prewired, 6 unswitched outlets
119	1.00	DUETE-2	VISIONARY SOLUTIONS	A	PacketAV Duet 2 Encoder
120	1.00	R9861513US	BARCO	A	CLICKSHARE CX-30 SET US
121	1.00	TSC-70-G3	QSC	A	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
122	1.00	CORE NANO	QSC	A	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV brid
123	1.00	NC-12X80	QSC	A	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In

124	1.00	509178	SENNHEISER	A	TeamConnect Ceiling 2 Microphone kit. Includes (1) TeamConnect Ceiling 2 microphone, (1)Set of SL CM
125	1.00	508620	SENNHEISER	Q	Ceiling Mic VESA Bracket
126	1.00	TBD-MATERIAL	TBD	B	Pole and mounting hardware for ceiling microphone array
127	0.00				Audio
128	1.00	D-XLR2F	RDL - RADIO DESIGN LABS	Q	Dual XLR 3-pin Female Jacks on D Plate - Terminal block connections
129	1.00	TBD-MATERIAL	TBD	B	D-XLR2M

Appendix C
Phase 2
Coal Creek Room

- Functionality Description: Coal Creek's dimensions are 42'L x 31'W. The room will be supported with new audio processing and an AV over IP video system. The room will allow for Bring Your Own Device (BYOD) by the connection of a Clickshare to a laptop. By providing a BYOD solution, Bear Creek can be used with a variety of Unified Communications (UC) such as Zoom, Microsoft Teams, Cisco WebEx, etc.
- Displays:
 - One (1) 110" DVLED wall on a mobile cart will support the room's video displays.
- Source Devices:
 - One (1) AV over IP HDMI wall plate will be installed in the same location as the removed Crestron wall plate.
 - Note: The AV over IP wall plate will allow Bluetooth connectivity for audio streaming.
 - One (1) Pan-Tilt-Zoom (PTZ) camera will be mounted on the front wall and pointed back into the room to provide video of the room when being used for UC.
- Audio:
 - Two (2) existing ceiling speakers will be reused to provide audio to the room.
 - One (1) ceiling microphone array will drop from the ceiling on poles to be at the same height as the projector.
- Conferencing:
 - One (1) ClickShare CX-30 Kit will be installed to allow for a wireless BYOD solution. The receiver will be mounted in a portable rack that will travel with the DVLED wall on a mobile cart.
 - The CX-30 will allow the user to select the UC of choice from their laptop.
- Switching:
 - AV over IP video system will be installed as part of the new AV system. The AV over IP system will allow for video content to be streamed at 4k and can be scaled down.
- Controls:
 - One (1) 7" touch panel will be installed on the back wall to allow control of the AV system.
 - The touch panel will be password protected with a four to six-digit number.
 - The first page, after signing in, will be a map of the three rooms showing the status of the rooms combined or divided.
 - Additional pages will be added to allow for controls:
 - Source selection
 - Pan-Tilt-Zoom camera control with 3 presets for camera frame and shot locations.
 - Control of Comcast
 - Control of the Blu-Ray player
 - Master volume control
 - Source volume controls
- Equipment Location:
 - One (1) mobile rack will be provided to house the AV equipment that is a part of the DVLED setup.
 - One (1) UPS will be installed in the equipment rack to provide surge protection and battery backup.

Appendix D
Phase 2 Equipment
Coal Creek Room

Seq	Qty	Part Number	Manufacturer	Description
1	0.00			
2	0.00			Room 2 - Coal Creek
3	0.00			Existing OFE
4	2.00	OFE	OWNER	Owner Furnished Equipment - Ceiling Speakers
5	0.00			Video
6	1.00	TBD-MATERIAL	TBD	DVLED Mobile Cart
7	1.00	MFR-1227GE	MIDDLE ATLANTIC	12SP27D MOBILE F RACK GE
8	1.00	UPS-1000-LI-2	SURGEX	LINE INTERACTIVE UPS 1000VA 2U
9	1.00	DUETE-WP-BT-WHITE	VISIONARY SOLUTIONS	PacketAV Duet Wall Plate Encoder Bluetooth Faceplate Color White
10	1.00	D4100	VISIONARY SOLUTIONS	PacketAV D4100
11	0.00			UC & Control
12	1.00	DUETE-2	VISIONARY SOLUTIONS	PacketAV Duet 2 Encoder
13	1.00	R9861513US	BARCO	CLICKSHARE CX-30 SET US
14	1.00	CORE NANO	QSC	Network Core, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV brid
15	1.00	NC-12X80	QSC	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In
16	1.00	TSC-70-G3	QSC	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
17	1.00	509178	SENNHEISER	TeamConnect Ceiling 2 Microphone kit. Includes (1) TeamConnect Ceiling 2 microphone, (1)Set of SL CM
18	1.00	508620	SENNHEISER	Ceiling Mic VESA Bracket
19	1.00	TBD-MATERIAL	TBD	Pole and mounting hardware for ceiling microphone array

Exhibit E

RFP Submission Form: Include this completed form as a pdf with your electronic submission.

Does your offer comply with all terms and conditions? YES / NO

If no, indicate exceptions.

Does your offer meet or exceed all project requirement? YES / NO

If no, indicate exceptions.

Does your offer intend to comply with the City's Professional Services Agreement (Exhibit F)? YES / NO

If no, indicate the exceptions you may have with the agreement?

Has a W-9 Form been included with the proposal? YES / NO

Person Authorized to execute contract documents:

Printed Name:

Title:

Email Address:

Date:

Exhibit F

City of Golden Agreement

City of Golden, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: [REDACTED]

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of Golden, a Colorado home rule city and municipal corporation with offices at 911 10th Street, Golden, CO 80401 (the "City"), and [REDACTED], a [REDACTED] with offices at [REDACTED] ("Contractor") (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Task Orders. [DELETE THIS SECTION AND EXHIBIT C IF INAPPLICABLE]
The City and Contractor may enter into one or more task orders, the form of which is attached hereto as **Exhibit C**, for specific projects to be performed as part of the Services. The aggregate cost of all task orders issued hereunder shall not exceed the Not-to-Exceed Amount set forth in Section IV below. All Services provided pursuant to task orders issued hereunder shall be in compliance with the terms and conditions of this Agreement.

C. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor

proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

E. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until [REDACTED] or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor’s performance of the Services at the City’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the City Manager or his or her designee (“City Representative”). The City Representative shall act as the City’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be [insert name and title] (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **[Written Not to Exceed Amount]** (\$ **[redacted]**) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- ☐ If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on **[insert date here]**.

B. Invoicing. The City shall make payments to Contractor in accordance with subsection A of this section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the City no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms

and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include section VIII (Indemnification) in any such subcontracts.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will

defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☐ The Contractor shall secure and maintain the following ("Required Insurance"):
 - ☐ Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
 - ☐ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) each occurrence and of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - ☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars and No Cents (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as

Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- ☐ Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars and No Cents (\$1,000,000.00) per claim and of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the City.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out

of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. RESERVED

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the City may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et*

seq. ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Golden upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under CORA, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Golden Attn: City Manager 911 10 th Street Golden, Colorado 80401	Contractor's Name Attn: [Contractor Representative] [Contractor's Mailing Address]
With Copy to: Golden City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin or other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations

or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at four hundred twenty-four thousand dollars (\$424,000) per person and one million one hundred ninety-five thousand dollars (\$1,195,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the City terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the City. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Golden and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF GOLDEN, COLORADO

By: _____

Printed Name: Jason Slowinski

Title: City Manager

Date of execution: _____

ATTEST:

APPROVED AS TO FORM:
(excluding exhibits)

By: _____
Monica S. Mendoza, CMC, City Clerk

By: _____
Kathie B. Guckenberger, City Attorney

CONTRACTOR:
(Notarization of contractor signature required
for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, a _____.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B
COMPENSATION

SAMPLE

EXHIBIT C
TASK ORDER FORM

TASK ORDER
SPECIAL PROJECT

TASK ORDER NO.: _____

Task Name: _____

Requested By: _____
(City Dept. / Project Mgr.)

Proposed Start Date: _____

Funding Source: _____

Proposed Completion Date: _____

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: _____

Approval:

City Manager

Date: _____

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by _____.

Attachment: Task Order Memorandum

FINANCE DIRECTOR REVIEW:

Finance has reviewed this Task Order and the funds:

- ☐ *are appropriated*
☐ *are not appropriated (note: _____)*

By: _____

Account reference/information: _____

TASK ORDER MEMORANDUM

To: City Manager

From:

Date:

Subject: _____
Task Order No. _____

This Task Order Memorandum has been prepared in accordance with the City's Agreement for Professional Services (PSA) with _____ (the "Contractor"). No special project shall be performed by the Contractor until the City's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed:

Time schedule:

Deliverables:

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Contractor's proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Contractor's proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the pass-through services described above for the not to exceed fee of _____.

Review and approval of Task Order Memorandum: _____
Name and Title: _____

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the City Manager and approved by the Finance Director.)