

**AGREEMENT TO PROVIDE SERVICE PURSUANT TO
A COOPERATIVE PURCHASING CONTRACT**

This Agreement is made and entered into this 1st day of October, 2024 (the "Effective Date"), by and between the City of Bisbee, Arizona, a municipal corporation (hereinafter the "City") and AV Innovations, Inc., an Arizona corporation (hereinafter the "Contractor"). The City and Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Contractor has contracted with the State of Arizona for "A/V Services and Equipment" - Contract No. ADSPO17-184588 (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and,

B. Pursuant to A.R.S. § 41-2631 et seq. and Bisbee City Code Section 3.5.9, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof; and,

C. The City and the Contractor desire to enter into this Agreement for the purpose of: (1) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (2) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Equipment").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Scope of Work.** Contractor shall provide the Equipment as described in the AV Innovations Quote No. 1988, Sales Agreement and Scope of Work (collectively the "Quote"), attached hereto collectively as **Exhibit B**, and incorporated herein by reference. The Equipment consists of audio/visual equipment, accessories, cabling and installation as detailed in the Quote, which will be installed at the new City Hall facility at 118 Arizona Street, Bisbee, Arizona. As used in this Agreement, all references in the Cooperative Purchasing Contract to the State of Arizona shall mean the City of Bisbee, Arizona.

2. **Completion of Work.** The Contractor shall provide the Equipment and complete installation on or before 60 days following the issuance of the certificate of occupancy for the new City Hall facility.

3. **Payment.** The Project Cost is \$69,676.67 as detailed in the Quote. Payment to the Contractor for the Equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract and Quote, 50% down and 50% upon completion.

4. **Terms of Cooperative Purchasing Contract Apply.** All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

6. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

7. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

8. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

CITY OF BISBEE:

CONTRACTOR: AV INNOVATIONS, INC.

By: Anna Cline
Anna Cline, Mayor Pro Tempore

By: Skip Spackeen
(Signature)

Skip Spackeen - VP Business Development
(Printed Name & Title)

ATTEST:

Ashlee Coronado
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes
Pierce Coleman, PLLC, City Attorney
By: Joseph D. Estes

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- Arizona State Contract for "A/V Services and Equipment" - Contract No.: ADSP017-184588

Douglas A. Ducey
Governor



Craig Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007

(602) 542-5511 (main)
<http://spo.az.gov>

Sent via e-mail to: kteague@avinnovations.com

October 2, 2017

Re: Award of Contract for Solicitation No. ADSP017-00007302 for AV Equipment and Services.

Dear Mr. Teague,

Thank you for submitting a response to the Request for Proposal Solicitation No. ADSP017-00007302 for AV Equipment and Services. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on **October 16, 2017**.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Terms and Conditions, Section 6.2 of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. **Please submit your certificate of insurance to me no later than October 09, 2017.**

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at deepika.bajpayee@azdoa.gov or 602.542.8991. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in black ink that reads "Deepika Bajpayee".

Deepika Bajpayee
State Procurement Manager

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007
	ADSP017-184588	Amendment Twelve (12)	
	CTR030138	APP Amendment Twelve (12)	

CONTRACTOR: AV Innovations, Inc. 4408 E. Speedway Blvd. Tucson, AZ 85712 CONTACT: Skip Spackeen PHONE: (520) 325-4206 Ext. 15 EMAIL: sspackeen@avinnovations.com	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste. 402 Phoenix, AZ 85007 CONTACT: Larry Woo PHONE: (480) 828-3440 EMAIL: larry.woo@azdoa.gov
---	--

AV Equipment and Services

Pursuant to R2-7-E303 Competition Impracticable, the above referenced contract is hereby amended as follows:

1. The contract is extended through December 31, 2024.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY OF BISBEE

Attached: AV Innovations, Inc. Quote No. 1988, dated September 25, 2024
AV Innovations, Inc. Sales Agreement and attached Scope of Work, dated
September 25, 2024

Notices: All notices required under the Contract shall be sent to:

City Manager

City of Bisbee

76 Erie Street

Bisbee, Arizona 85603

Delivery/Installation Location:

City of Bisbee

118 Arizona Street

Bisbee, Arizona 85603

25-Sep 2024

SALES AGREEMENT

City of Bisbee

Site Location: 118 Arizona St
Bisbee, AZ 85603

(520) 432-9553

Client Contact: Ken Budge
Mayor

Project: **Mayor & Council Chambers – Audio/Visual Package**

Project Cost: **\$69,700.00**

Client Purchase Order: _____

AVI Quote: 1988 (attached below)

AVI Sales Order: pending

Overview:

Selected Quote provides City of Bisbee with:

- (2) 85" Displays with tilting mounts;
- (1) 65" Display on swing-arm mount;
- (2) 24" monitor displays for Clerk;
- (3) 20x PTZ cameras & mounts & 4x1 Video Switcher;
- Q-Sys Core 110Fv2 Digital Signal Processor;
- 400-w power-sharing audio amplifier;
- (11) 18" cardioid gooseneck microphones;
- (2) Wireless "Combo" systems;
- 8 JBL 6.5" in-ceiling speakers & brackets;
- AV-over-IP solution including 3 decoders and 1 encoder;
- SDI-to-USB converter box;
- Pivoting 16RU Wall-mount with solid front door, rack rails and power distribution w/basic surge protection;
- 10" Tabletop touch-screen with Crestron CP4 control processor;
- 10-port AV ethernet switch;
- Epiphan Pearl Nano streamer/recorder;
- Williams AV FM Pro 558 assistive listening system bundle – FM + Wifi;
- All cabling, connectors, and misc. materials required to complete professional installation
- (16) Wireless Gooseneck Microphones, installed, configured, and Crestron control system reprogrammed and rebalanced for whole-room audio.

Video:

See "Overview" Section, above

Audio:

See "Overview" Section, above

Room Control:

Crestron Programming – Custom Code and User Interface will be developed from scratch

Wireless Connectivity:

No wireless Connectivity Equipment or Services Required/Requested. Any necessary connection (if any) to Client networks or wireless access points will be accomplished *with the aid of City of Bisbee IT Personnel* until complete and fully functional.

SCOPE OF WORK

The following Scope of Work describes Operational Requirements, overall System Design, and Associated Costs for the equipment provided by AV Innovations Inc (AVI).

AV Innovations will design, install, test, and provide Informal Training plus a 90-day Unlimited Labor Warranty on the following engineered & installed integrated solution:

(See Quote 1988 (attached below) for full equipment list and additional Scope of Work Details.)

Client Responsibilities:

- **Provide Unfettered Access to the Project Site during normal Business Hours (7am to 7pm);**
- **Disposal of Unused/Uninstalled A/V Equipment, Accessories, and Cabling;**
 - *AVI is happy to remove all debris & undesired or unused or non-working equipment from the premises – please just work with AVI staff and inform them of your requirements;*
- **ALL Electrical and Communications wiring needs and rough-in to include conduit where necessary will be Provided By Others.**

Additional Client Responsibilities:

- Any Client-provided Owner-Furnished Equipment (OFE) that will be reutilized and/or repurposed is assumed to be in good working condition;
 - There may be costs associated with troubleshooting OFE equipment that is not in good working condition or requires configuration in order to operate properly (none expected);
 - In such cases where additional work is required that will incur additional costs to complete, then AV Innovations will provide a Quote to either repair or replace (none expected);
- Provide and configure all necessary computers & laptops (with assistance from AVI personnel as required);
- Coordinate any wireless or client networking configuration issues such as may arise with appropriate AVI personnel until accomplished for required (if any) connectivity to client wired or wireless network(s);
- Any required modifications to ceiling structure and/or ceiling tiles – including replacement tiles if required;
- Any necessary painting, patching, and/or finish work.

Project Completion:

At the completion of the installation and on the Same Day, a Final Walkthrough shall be performed for the project to include representatives from both the Client and AV Innovations.

- Any Outstanding Issues will be identified and documented;
- Upon Final Completion of all Outstanding Issues, the project shall be deemed Complete & Accepted - and shall be Signed-Off on by an authorized representative of both parties;
- Upon Final Acceptance, Client agrees that:
 - The project has achieved Final Completion;
 - All equipment has been delivered and installed;
 - System is complete and AVI has demonstrated Full Functionality;
 - AVI has provided a brief Informal Training Session and a printed Quick-Start Guide;
 - Any minor or major issues of any sort arising thereafter will remain the responsibility of AV Innovations for the duration of the Warranty Period;
 - The Client is now Fully Responsible for Payment in Full;
 - Subject to any Payment Schedules established elsewhere;
 - If Payment Schedule is not elsewhere established, then all Remaining Balances shall become Due and Payable immediately;

Warranty:

- AV Innovations provides a full 90-Day Labor Warranty Period under this Agreement.
- Hardware will be covered by each of the individual manufacturer warranties.

Terms & Conditions (unless otherwise noted in the Scope of Work):

Normal Working Hours:	Monday-Friday, 8am-5pm
After-Hours	1.5x Normal Hourly Rates, 2-hour minimum
Holidays/Weekends:	2.0x Normal Hourly Rates + \$150 Expedite Fee

Payment (unless otherwise noted in the Scope of Work):

- 50% Down, 50% Remainder Upon Completion & Acceptance
- Credit Card Payments will incur a 4% surcharge

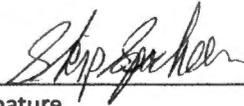
Client Approval:

Signature

Print Name / Title

Date

AV Innovations Approval:



Signature

Skip Spackeen - VP Business Development
Print Name / Title

25-Sep-2024
Date



AV Innovations Inc.

Phone: 520-325-4206
 Fax: 520-327-8773
 4408 E Speedway Blvd
 Tucson, AZ 85712

Quote

No.: **1988**
 Date: 9/25/2024

Prepared for:
 Ken Budge
 City of Bisbee
 176 Erie Street
 Bisbee, AZ 85603 U.S.A.

Prepared by: Skip Spackeen
 Account No.: 2094
 Phone: (520) 432-9553

Quantity	Item ID	Description	UOM	Sell	Total
Mayor & Council Chambers – Audio/Visual Package					
Video Displays & Mounts:					
2	SAMQB85C	Samsung 85IN COMMERCIAL 4K UHD DISPLAY 350 NIT	EA	\$3,356.03	\$6,712.06
2	CHILTM1U	LARGE, HEIGHT ADJUSTABLE, TILT MOUNT	EA	\$339.01	\$678.02
1	SAMQB65C	65" display; 350NIT;(1611x973x185mm) 33.3kg (73.41#) RS232/RJ45	EA	\$1,385.67	\$1,385.67
1	PERSA761PU	Peerless-AV SmartMount SA761PU Mounting Arm for Flat Panel Display - 40" to 75" Screen Support - 130 lb Load Capacity - Black	EA	\$316.84	\$316.84
2	DELE2424HS	Dell E2424HS 24" Class Full HD LCD Monitor - 16:9 - Black - 23.8" Viewable - Vertical Alignment (VA) - LED Backlight - 1920 x 1080 - 16.7 Million Colo	EA	\$182.62	\$365.24
2	COVDH12-200	Splitter, HDMI 2.0, 1X2 DA, 18Gbps	EA	\$39.70	\$79.40
Displays Subtotal					\$9,537.23
PTZ Cameras:					
3	PTZPT20X-SE-WH-G3	PT20X-SE-WH-G3 Move SE 20x 1080p60 PTZ Camera with 250ft Range Auto-Tracking - HDMI / SDI / USB and IP - White	EA	\$1,397.16	\$4,191.48
2	PTZHCM-1-WH	Universal Small Camera Wall Mount	EA	\$112.99	\$225.98
1	PTZPT-CM-1-WH	PTZ and Huddlecum Universal Ceiling Mount - White	EA	\$112.99	\$112.99
1	MARVSW-2000	Marshall VSW-2000 4x1 3G/HD/SDI Switcher	EA	\$504.89	\$504.89
Cameras Subtotal					\$5,035.34
Audio Solution:					
1	QSCCORE_110f	Unified Core w/ 24 I/O, POTS / VoIP, 16 AEC, AES67	EA	\$3,582.98	\$3,582.98

QuoteNo.: **1988**Date: **9/25/2024**

Quantity	Item ID	Description	UOM	Sell	Total
1	ATLCLA404	400-W Four Channel Multi Impedance Power Share Amplifier	EA	\$910.30	\$910.30
11	SHUMX418D/C	Cardioid 18" Desktop Gooseneck Condensor Microphone	EA	\$339.01	\$3,729.11
2	SHUSLXD24D/SM58	Dual Wireless Vocal Sytem with SM58 (Order in Frequency: G58)	EA	\$1,375.89	\$2,751.78
8	JBLCONTROL26CT	JBL Ceiling Speaker 6.5" 70V transformer	EA	\$213.69	\$1,709.52
2	JBLMTC-26NC	New Construction Brkt, C26C/26CT (ea=6)	EA	\$142.31	\$284.62
Audio Subtotal					\$12,968.31
Video-over-IP:					
3	CREDM-NVX-D10	4K60 4:4:4 AV Decoder	EA	\$567.38	\$1,702.14
1	CREDM-NVX-E10	DM NVX® 1080p60 4:4:4 Network AV Encoder	EA	\$567.38	\$567.38
1	AVMLIL-UC1118	VMATRIX UC1118 SDI to USB3.1 TYPE-C Uncompressed Video Capture Devic	EA	\$219.86	\$219.86
VoIP Subtotal					\$2,489.38
Equipment Rack:					
1	MIDEWR-16-22SD	Pivoting Wall-mounted 16RU rack - 22" deep with solid door	EA	\$870.92	\$870.92
1	MIDDWR-RR16	16 RU Rackrail 10-32 for DWR/EWR Series	EA	\$57.80	\$57.80
1	MIDPD-915R	9 Outlet, Single 15 A Circuit, Surge/Spike Rack mount power dist. w/9' cord, Blk Powder coat Finish	EA	\$156.03	\$156.03
Rack Subtotal					\$1,084.75
Control System:					
1	CRETS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	EA	\$2,574.47	\$2,574.47
1	CRECP4	4 Series Control Processor	EA	\$1,560.28	\$1,560.28
1	NETGSM4212P-100N AS	Netgear AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch (GSM4212P) - 10 Ports - Manageable - 3 Layer Supported	EA	\$681.52	\$681.52
- 2 SFP Slots - 17.32 W Power Consumption - 125 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U					
Control Subtotal					\$4,816.27
Recorder/Streamer:					

QuoteNo.: **1988**Date: **9/25/2024**

Quantity	Item ID	Description	UOM	Sell	Total
1	EPIPearl-Nano	Epiphan ESP1610 Pearl Nano All-In-One Video Production System - 12G-SDI/HDMI 2.0 Streamer and Recorder	EA	\$2,269.50	\$2,269.50
Recording/Streaming Subtotal					\$2,269.50
Assistive-Listening System (ALS):					
1	WILFM 558 PRO	FM Plus Large-area Dual FM and Wi-Fi assistive listening system, 4 FM R38 receivers, includes: (1) FM T55 transmitter, (4) PPA R38 receivers, (4) EAR 022 surround earphones, (2) NKL 001 neckdoops, (2) BAT KT6 2-bay chargers/batteries	EA	\$2,493.97	\$2,493.97
ALS Subtotal					\$2,493.97
Cabling & Miscellaneous:					
1	LIB16-2C-GRY	16 AWG 2 Conductor Cable; 1,000' Roll	EA	\$333.40	\$333.40
1	LIB22-1P-EZ-WHT	QWIKSTRIP 22/1P AUDIO CM	BOX	\$239.97	\$239.97
1	LIB24-4P-L6-EN-BLU	Cat6 Data Cable Blue, 1,000' rolls	BOX	\$258.95	\$258.95
1	LIB23-MINI-SD-BLK	23AWG RG59 Serial Digital Coax	EA	\$385.82	\$385.82
1	LIBCM-RGB23-BNC	Mini 23AWG RG59 solid BNC Plugs - 25 / pack	EA	\$91.13	\$91.13
1.00	MISCELLANEOUS	Misc. HW to complete project (cables, connectors, patch panel, pre-made HDMI, etc.)	EA	\$900.00	\$900.00
Misc. Subtotal					\$2,209.27
Equipment SubTotal (taxable)					\$42,904.02
Non-Taxable Items Below:					
1.00	Shipping	Shipping & Handling Charges - Estimate only, final billing amount may vary	EA	\$500.00	\$500.00
2.00	Labor - Administrative	InHouse Administrative Labor	EA	\$90.00	\$180.00
32.00	Labor - Programming	Programming Labor	HR	\$130.00	\$4,160.00
100.00	Labor - OnSite Installation	Installation Labor Onsite:Tech Level I	HR	\$100.00	\$10,000.00
12.00	Labor - Travel Rate	Travel Labor Rate (1/2-hr min.)	HR	\$50.00	\$600.00
18.00	TRAVEL	Flight, Rental Car, Hotel & Per Diem	EA	\$300.00	\$5,400.00
4.00	Truck Roll Fee	Truck Roll Fee - Bisbee (2 vehicles / 2 trips ea.)	EA	\$250.00	\$1,000.00
3.00	Labor - Project Management	Project Management Labor (Min of (3) ea. 8-hour trips)	HR	\$400.00	\$1,200.00
Services SubTotal					\$23,040.00

Quote

No.: **1988**

Date: 9/25/2024

Your Price:	\$65,944.02
Sales Tax	\$3,732.65
SubTotal:	\$69,676.67
Total:	\$69,676.67

Prices are firm until 10/25/2024 Terms: 50% Down, 50% Upon Completion

Prepared by: Skip Spackeen, sspackeen@avinnovations.com

Date: 9/25/2024

NOTES:

*** Arizona State Contract for "A/V Services and Equipment" - Contract No.: ADSP017-184588 ***

Accepted by: _____ **Date:** _____

Disclaimer

1. All sales are considered final. Returns/exchanges may be requested within 30 days of receipt in original packaging only, subject to a 15-20% restocking fee.
2. Delays arising from unforeseen circumstances not the fault of AV Innovations may result in additional labor charges.