

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 11-11

Approving the selection of Delta AV as the general contractor for the Digital Signage Upgrade Project.

WHEREAS, in the public interest for the purpose of providing timely and efficient event information inside the Oregon Convention Center Operation, and;

WHEREAS, this agreement meets the sustainable practices of the Oregon Convention Center and;

WHEREAS, staff has completed a thorough Request for Proposal process and selected the most qualified respondent, and;

WHEREAS, the Commission has the authority to enter into contracts for the Oregon Convention Center, and;


WHEREAS, this project will have a positive impact on client and attendee satisfaction at the Oregon Convention Center, and;

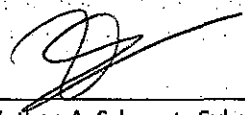
BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

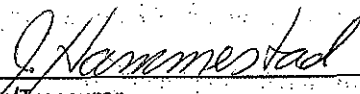
1. Approves the selection of Delta AV as the most responsive proposer to the Oregon Convention Center Digital Signage Upgrade Project.
2. Delegates the authority to the General Manager of Visitor Venues to execute the contract in substantially the form attached as Exhibit A, with Delta AV in the amount of \$152,858.70 to design and install a new digital signage system at the Oregon Convention Center.

Passed by the Commission on May 5, 2011.

Approved as to form:
Alison Kean Campbell, Acting Metro Attorney


Chair

By: 
Nathan A. Schwartz Sykes, Senior Attorney


Secretary/Treasurer

MERC Staff Report

Agenda Item/Issue: Acceptance of Delta AV proposal for the Digital Signage Upgrade at the Oregon Convention Center

Resolution No.: 11-11

Presented By: Jeff Blosser

Date: May 5, 2011

Background and Analysis: This project encompasses two types of digital signage in multiple locations throughout the convention center. The currently installed way finding kiosks have a backlit map and red LED reader board. The way finding kiosks were installed in 2005 to help patrons locate their meeting and navigate the facility. The second type of signage is a rear projection monitor solution that is currently installed in the overhead directional signage. The overhead monitors were installed in 2003. Both solutions are not currently meeting client and attendee expectations due to the lack of functional capabilities. The current digital signage is beyond its useful service life and should be upgraded in place.

This contract is for the installation of new hardware, software and displays in all current signage/kiosk locations.

OCC staff released a Request for Proposals through the Metro procurement office on February 25, 2011. The Request for Proposals was published in the Daily Journal of Commerce and on the Metro web site. The Request for Proposals was sent via email to a variety of providers including MWESB and FOTA vendors. The Request for Proposals complied with Metro's formal contracting and purchasing policies as well as ORS and all applicable Bureau of Labor and Industries Prevailing Wage Rate laws and requirements. A pre-proposal meeting was held on March 3, 2011 and was attended by ten (10) firms, none of which were FOTA or MWESB providers. Proposals were received on March 17, 2011. Proposals were reviewed and rated by a cross-functional committee of OCC staff on March 21, 2011. There were no MWESB or FOTA respondents. Delta AV was determined to be the most responsive proposal.

Completing this project will fully address the concerns highlighted in surveys and feedback that OCC has received from clients regarding the digital signage. The new signage will enhance the way finding capability for clients and attendees at the Oregon Convention Center. Efficiently directing attendees will improve OCC's customer service scores and overall customer satisfaction. New digital signage will add value for OCC's clients, will help OCC compete with other centers, and should provide better capabilities to market OCC services and sell advertising.

OCC intends to complete the project by August 31, 2011.

Fiscal Impact: This project was approved by the Commission in the 2010-11 fiscal year budget for approximately \$150,000. The final and accepted proposal of Delta AV is \$2,858 over the budgeted amount and the overage will be covered by savings elsewhere in the capital budget.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission accept Delta AV as the most responsive proposer and authorize the General Manager of Visitor Venues to execute a contract with Delta AV in the amount of \$152,858.70 for the digital signage upgrade at the Oregon Convention Center.



METROPOLITAN EXPOSITION
RECREATION COMMISSION

A SERVICE OF METRO

Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and Delta AV (CCB #113213), whose address is 2450 NW Eleven Mile Avenue Gresham, OR 97030, hereinafter referred to as the "CONTRACTOR." Work is to take place at the Oregon Convention Center, located at 777 NE MLK Jr. Blvd., Portland, OR 97232.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing May 9, 2011 through and including, September 30, 2011, with substantial completion by August 30, 2011, unless terminated or extended as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) One Hundred Fifty Two Thousand Eight Hundred Fifty Eight & 70/100 dollars (\$152,858.70) as follows:

Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S Invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice.

ARTICLE III SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the RFP, Scope of Work, and Addendum #1 herein and as attached. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

CONTRACTOR is to install a complete digital signage system at the Oregon Convention Center. Scope of Work consists of required hardware, software, programming and integration into existing kiosks/overhead signs. This work will include, but is not limited to: installation, programming, construction clean-up, etc; as specified in the "Oregon Convention Center - RFP 11-1853" documents dated February 25, 2011, hereto attached as "Attachment 1"; and per Delta AV Bid Quote "RFP 11-1853 Submittal", dated March 17, 2011, hereto attached as Attachment "2".

Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor may be subject to

liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. All work on this contract is subject to Prevailing Wage Rates.

Additional Requirements:

CONTRACTOR must provide to MERC:

- A Current W-9
- A copy of Contractor's Certificate of Insurance as specified in Article VI below
- A written Workplace Safety Program and Drug Policy prior to start of work
- A written Work Schedule to be approved by Owner 48 hours prior to start of work. Work must be performed without causing any disruptions to scheduled events. Owner will make every effort to keep construction areas off limits to the public to accommodate the Contractor's Work Plan.

Contractor must coordinate all work with OCC Project Manager.

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to **substantial completion no later than June 30, 2011**, or at such date as may be extended by Change Order approved by Contractor and Owner. By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Owner will coordinate with Contractor regarding the dates and approximate shifts that are available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly. Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Schedule is very important to the success of this project. If the substantial completion dates are not met date contractor shall be liable to incur liquidated damages in the amount of \$1000 per event day and \$100 per day on non-event days, unless extended by a Change Order approved by Contractor and Owner. Note there are two different substantial completion dates for this project.**

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, Metro its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

**ARTICLE V
TERMINATION**

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC

shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR. Contractor may be liable for liquidated damages.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract. Specifically, it is a condition of this contract that Contractor and all employers working under this Contract are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract including, but not limited to, ORS 279B.220 to 279B.235.

For this Public Works project subject to ORS 279C.800 to 279C.870, the contractor shall pay **Prevailing Wage Rates** as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective January 1, 2011"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530.

Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: OCC-Operations Department -Attn: Ryan Thorpe, 777 NE MLK Jr. Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a Labor & Material Bond and a Performance Bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code§ 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE IX OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited

to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this Contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times.

ARTICLE XIII INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated Contract between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR.

ARTICLE XIV JURISDICTION

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

**ARTICLE XV
SEVERABILITY**

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

**ARTICLE XVI
BINDING ON ASSIGNS AND SUCCESSORS**

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

**ARTICLE XVII
COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to any requirements associated with non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE XVIII
COUNTERPARTS**

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

**ARTICLE XIX
DELIVERY OF NOTICES**

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To: Commission Jeffrey A. Blosser, Executive Director, Oregon Convention Center
 Ryan Thorpe, Director of Operations, Oregon Convention Center
 777 NE Martin Luther King Jr. Blvd.
 Portland, Oregon 97232

To: Contractor Delta AV
 2450 NW Eleven Mile Avenue
 Gresham, OR 97030

**ARTICLE XX
ASSIGNMENT**

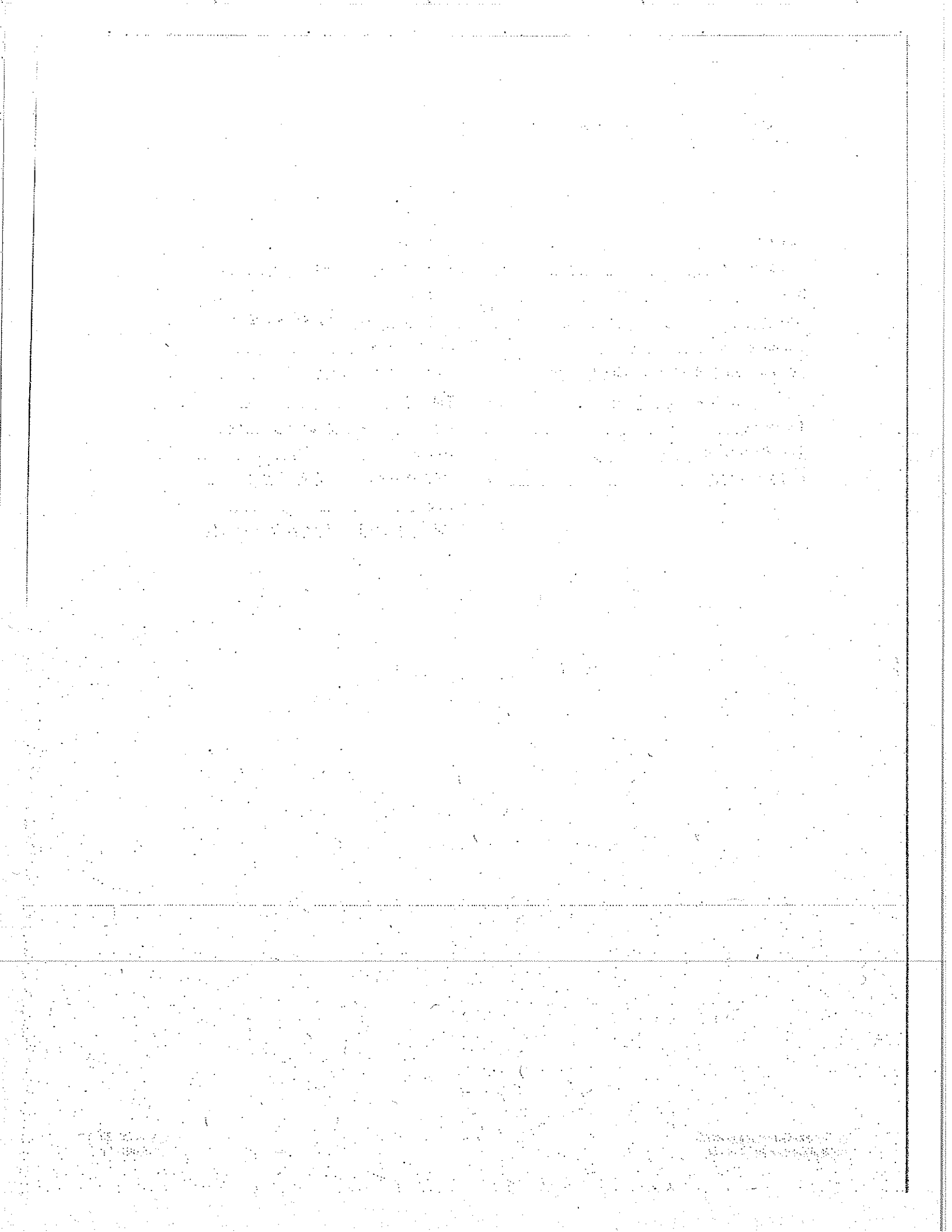
CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

CONTRACTOR

Signature: _____
Printed Name _____
Date: _____
Title: _____
Company: Delta AV
Address 2450 NW Eleven Mile Avenue
Gresham, OR 97030
Telephone: _____
Tax I.D. or SS#: _____
CCB# 113213

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____
Printed Name Teri Dresler
Date: _____
Title: Metro Venues General Manager
Signature: _____
Printed Name Jeffrey A. Blosser
Date: _____
Title: Executive Director - OCC
Signature: _____
Printed Name Ryan Thorpe
Date: _____
Title: Director of Operations - OCC





Digital Signage Upgrade at Oregon Convention Center

RFP 11-1853

Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Ryan Thorpe, Operations Director
Oregon Convention Center
RyanThorpe@oregoncc.org
503-731-7872

Procurement Manager

Darin Matthews, Procurement Officer
Darin.Matthews@oregonmetro.gov
503-797-1626

Notice is hereby given that proposals for RFP 11-1853 for Digital Signage Upgrade at Oregon Convention Center shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on March 17, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

A pre-proposal meeting will be held on March 3, 2011 at 10:00 AM at the Oregon Convention Center Operations Office, located at 777 NE Martin Luther King Blvd., Portland, OR 97232.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 11-1853)

I. INTRODUCTION

The Oregon Convention Center (OCC), a service of Metro, located at 777 NE Martin Luther King Jr. Blvd., Portland, Oregon 97232, is requesting proposals for Digital Signage Upgrade. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this RFP document.

II. BACKGROUND/HISTORY OF PROJECT

OCC has a need to upgrade the digital signage at the convention center. This request for proposals is to purchase and install technological improvements to our existing digital signage throughout the facility. The proposal should include the following equipment: digital signage hardware, digital signage software, flat panel displays (LED or LCD), and all mounting hardware and materials necessary for a complete, integrated system.

The overall goal of this project is to improve OCC's current system, increasing client and attendee satisfaction by enhancing the quality and accuracy of the event listings and providing other relevant information to the general public. OCC has budgeted \$150,000 for this project. However, qualified firms are encouraged to submit a cost proposal to meet the project requirements, even if that amount is higher or lower than the budgeted amount.

Lease arrangements or proposals with ongoing licensing fees are not desirable and may not be considered. Optional service agreements after warranty expiration may be considered, but are not required.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described in this RFP.

OCC's current digital signage system does not possess the capabilities to provide the proper amount of information needed in a reasonable timeframe. Client surveys and industry standards indicate the need to upgrade from a pixilated red LED sign system to a flat panel display capable of displaying text and graphics.

Metro anticipates completing installation of the equipment by June 2011 and would begin training and implementation immediately.

OCC's clients have voiced their dissatisfaction with the current digital signage system through ongoing dialog and client surveys. The system is dated and only displays event location/information for one event at a time. The purpose of this project is to install a new digital signage system that is capable of displaying a real-time list of meetings and locations. The system should integrate seamlessly into the existing infrastructure and cabinetry, be scalable, and offer options for additional value (ability to upgrade to touch screens, etc).

Metro would expect to complete an evaluation of the effectiveness of this project by the end of 2011. This project would greatly enhance the visitor experience by delivering effective, accurate, and professional information to the clients and attendees of OCC.

Pre-Proposal Meeting

A pre-proposal meeting will be held on March 3, 2011 at 10:00 AM at the Oregon Convention Center Operations Office, 777 NE Martin Luther King Blvd., Portland, OR 97232. A site walk through will be given to interested proposers and questions will be answered that relate to the project requirements. Attendance at the pre-proposal meeting is highly encouraged for all proposers.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 11-1853)

Scope of Work and Project Objectives

Oregon Convention Center desires a server to player solution with installed software to deliver content to approximately 32 displays throughout Oregon Convention Center. It is anticipated that there will be one distribution center in a strategically located wiring closet.

This server will deliver programmed content, scheduling and device management to digital signage appliances installed at each monitor location. The signal will run over existing CAT 5e wiring.

The digital signage appliances will have a local HDMI connection to the monitor.

All audio and video will be part of the digital signage presentation that is sent to digital signage appliances via installed CAT 5e wiring and ultimately the local LCD monitors by HDMI connection.

Training of OCC personnel shall be completed prior to final acceptance. Sixteen (16) hours of training shall be provided as part of the bid and scheduled at the discretion of the project manager. Please provide a per hour price to provide additional training if needed.

The system should be scalable and expandable from the initial 32 occurrences to any desired future amount of screens or touch screens

There should be multiple levels of administrative and operational role/privilege as well as the capability to interface with the OCC's current installed Ungerboeck Event Business Management System (EBMS) software.

General System Requirements

- Capable of providing multiple Play Lists to discrete different displays
- Each feed should be divisible into multiple zones
- Able to schedule the changing of these individual zones by time and date several days or months in advance
- Shall be capable of processing a composite signal from cable, satellite or other streaming video of OCC's choice within a given window (i.e. ability to add a cable television or other feed to a specific region on the screen).
- Shall be capable of processing RSS feeds and displaying them in a crawl or ticker or within a given region of the presentation
- Signage appliance shall be capable of receiving composite or s-video and of outputting HDMI, DVI, and or VGA signals
- Shall be capable of receiving live video feeds from video, IP and web cameras.
- Shall be able to display in a multiple zones local advertising for/from upcoming events provided by registered OCC users and departments
- Shall be able to process content including: static graphic files, motion graphic files, PowerPoint files, Mpeg2 video files, flash animations, html web page, URL, RSS and other currently utilized standard formats.
- Shall be able to hold above mentioned submitted content pending review and approval by administrative staff (administrative approval process)
- Shall allow for administrative approval of creative content on a "by region of display screen" approval level
- Shall be capable of timely and in-advance scheduling of above mentioned scheduled content.
- Shall be able to interface automatically and securely with Ungerboeck's Event Management Software system; allowing the UEMS scheduling software to display appropriate schedules on designated displays.
- Shall be capable of Device Management
- At the discretion of Oregon Convention Center, integrator shall provide Flash programming (as appropriate) for the display of the UEMS data.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 11-1853)

- Should be able to utilize a local weather feed from sources such as Weather Channel, Accuweather, NOAA, local Portland media (television/radio station and newspaper website RSS feeds) or any other content provider that provides an RSS feed.
- Shall be able to easily display emergency information across all screens simultaneously as programmed within the DT Research Urgent Cast feature.

General Hardware Requirements:

- Digital Signage Software shall be WebDT by DT Research (software and user license included with the DT Research signage appliances)
- Digital Signage Appliances shall be DT Research SA-2000-021 (technical specifications follow)

General Software Requirements:

- Software shall include WebDT Content Manager version 4.0 or greater, WebDT Device Manager and WebDT Urgent Cast (for Emergency override of all programmed content on all screens simultaneously with Emergency Notification Information).

Hardware Features and Technical Specifications

DT Research Signage Appliance - Model SA-2000-021 or equivalent

- Microsoft® Windows® Embedded operating system
- AMD Turion™ 2.1GHz Dual-Core processor or greater (need to specify this when ordering from DT)
- Includes WCM 4.0 web-based remote content and device administration
- Compact size for ease in installation and mounting
- 1 VGA, 1 HDMI, 3 Audio jacks, 2 USB ports, RJ45 for Ethernet, 1 DC-in jack, 1 S-video input, 1 COM port, 1 RS232 COM port, 1 dipole antenna (optional)
- VGA port and HDMI connector
- Maximum Resolution of Up to 1920 x 1080
- Memory Storage - 8GB (minimum)
- Optional wireless networking
- VESA-compliant mounting

Monitor

- Largest monitor that will integrate with existing cabinets
- Maximum Resolution 1080P
- HDMI input (HDCP Compliant)
- RS-232 - D-sub 9-pin (1 input x 1 output)
- Analog RGB input
- Landscape or Portrait orientation
- Preference will be given to LED or low power LCD.



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Software Features and Technical Specifications

- Support for numerous media formats (e.g., images, Audio, videos, Flash, URL, RSS, SMS, PowerPoint)
- Capable of Real-time or scheduled content playback (multiple scheduling of playlists)
- Flexible screen layout options with multiple zones and layers
- Automatic content download recovery
- Media Library Content administration with batch upload capability
- Ability to "Pre-load" content / playlist to appliances by way of USB
- Ability to incorporate Video Input (Analog S-Video or Analog RCA Video) into a zone
- Capable of remotely launching and executable programs and/or Java programs
- WCM "PowerPoint Plug-in" (integrates into PowerPoint and allows user to Publish/Preview the PPT to Player through the application)
- Support for Two Ticker Zones of any size, and in any location within the screen layout at the same time. Ticker zones support both static text and real-time information through an RSS feed
- Includes UrgentCast feature allowing user to create urgent messages for emergency situations in text, audio and multimedia formats; also includes options for uploading a site logo and locking/ unlocking screen.
- Preload Urgent cast messages to signage appliances for immediate playback when a situation arises.
- Urgent messages that are sent to the digital signage network may also be sent to all computers within a network; and includes the option to lock keyboards and screens.
- WebDT networked appliances can be segmented into groups for efficient scheduling, settings or to accommodate other functions such as different device management schedules. Query reports can also be generated for specific groups and/or time slots
- Manager can supervise the account, approve schedules, receive player malfunction emails or SMS alerts, and publish urgent casts
- Manager can create roles and assign accounts with specific management privileges to particular folders, players, groups, media, etc.
- Manager can assign roles or accounts with certain management privileges for specific zones
- Graphical calendar interface for intuitive search and planning
- Advanced editing for each play list to set start time, duration and recurrence
- Import user names and passwords directly from Active Directory for login accounts.
- Import account roles and privilege settings to use in WCM.
- Publish schedules and play at designated sites
- Set a specific time ranges for scheduled downloading (off hours etc.)
- Edit Playlist according to layout template; set media list for each individual zone
- Create a Combolist (Combination of multiple playlists) to link or embed multiple playlists for faster schedule recurrence settings
- Add Spot List on top of published schedules to save time when inserting a new playlist
- Capable of managing multiple signage networks, and also manage and synchronize files between local networks and remote servers
- Ability to deploy content and schedules to signage appliances by way of Offline USB Update Tool



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- Use any computer to preview basic layout and content sequence
- Preview the selected media files or the selected playlists
- Capture real-time snapshot of content currently playing on WebDT Signage Appliance
- Play synchronized video across multiple digital signs (showing same frame on each screen)
- Remotely rotate screen orientation and adjust the resolution via LAN
- Turn off screen when WebDT Signage Appliance is idle
- Schedule power management for each WebDT Signage Appliance
- Review and monitor detailed record of signage appliance playback results.
- Report can be saved as CSV format, read/ export to other database for billing purposes
- Access the server and player log remotely through a browser rather than retrieving it onsite
- Device manager provides a web browser interface fronting a database management system which supports—e.g., inventory, organize, control, update—a network of WebDT signage appliances over the LAN, WAN, or wireless networks.
- Device Manager utilizes "push and pull" technology to interact with remote appliances, allowing system administrators to inventory hardware, update applications and registry entries, shutdown/ reboot/ wake up devices, update system firmware and software, along with access to advanced logging and scheduling
- Device Manager allows for device inventory, scheduling of power on/off, system bios & image management, database support (MS SQL & MySQL)

Additional Software and Custom Database Programming

Must have ability to interface with and schedule content/database files from the Ungerboeck Event Management Software. This is a custom feature that will require additional development by the selected Contractor.

Latest Model

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

Approved Equal

In order to establish a basis of quality and function for the equipment and materials specified, certain brands and product designations have been used. This is not intended to exclude other products, but rather to convey a level of quality that Metro has determined to be acceptable. Proposers may submit equipment and materials they believe are equivalent and comparable. Approval of such items as to whether or not they are truly equal is at Metro's sole discretion.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience: minimum of three years of providing and installing comparable systems to other large organizations, including the integration with existing systems and user training. Metro reserves the right to verify experience by contacting Proposer references.

V. PROJECT ADMINISTRATION

OCC's Operations Director, Ryan Thorpe, will administer the project. Proposer shall indicate a single point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Three copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services

Attn: Darin Matthews, Procurement Officer



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- B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- C. RFP as Basis for Proposals
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Darin Matthews at Darin.Matthews@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro shall not be required to respond to questions received after March 10, 2011.
- D. Information Release
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.
- E. Minority, Women and Emerging Small Business Program
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain not more than twelve (12) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the proposer to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be completed and sequenced within the given timeframe and budget. Include a proposed work plan and project schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to this project, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of key individuals proposed for this contract.



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Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The contractor must assure responsibility for any sub-consultant work and shall be responsible for the day-today direction and internal management of the work.

- D. **Experience:** Indicate how your firm meets the experience requirements listed in section this RFP. List projects conducted over the past five (5) years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. **Cost/Budget:** Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed.
- F. **Diversity in Employment and Contracting:**
- **Work Force Diversity** – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - **Diversity in Contracting** – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - **Diversity of Firm** – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. **Sustainable Business Practices**
- **Economy:** Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
 - **Environment:** Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
 - **Community:** Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.
- H. **Exceptions to Standard Agreement and RFP:** Carefully review the standard agreement attached hereto as Exhibit A. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or



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to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal. Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities; accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. BOLI Prevailing Wage Rates The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279C.800 through 279C.870 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries. This project is covered by appropriate Bureau of Labor and Industries (BOLI) prevailing wage rates available at <http://www.boli.state.or.us> or by calling the State of Oregon Bureau of Labor and Industries at 971-673-0839. If the project is subject to Davis-Bacon Act (40U.S.C. 276A), Contractor and all sub-contractors shall pay the higher rate of state or federal prevailing wages. Contractor shall file certified payroll statements with the OCC Project Manager as required by ORS 279C.845. OCC reserves the right to retain contract amounts owed to the contractor if certified payrolls are not submitted as required.



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- G. Contractor Conduct The contractor agrees that upon request by OCC it shall remove from OCC's premises any contractor employee, sub-contractor or representative who, in the opinion of the Project Manager, has engaged in improper conduct. Such conduct includes but is not limited to rude behavior to OCC staff, customers or visitors, unauthorized use of OCC equipment, bringing unauthorized personnel on site (including children), being unwilling or unable to perform the work as assigned, or engaging in work practices that are unsafe to contractor, OCC staff, or the general public.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm. Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	<u>Percentage of Total Score</u>
<u>A. Project Work Plan/Approach</u>	10
1. Demonstration of understanding of the project objectives	
2. Proposed plan for completion of work within schedule	
<u>B. Proposed System</u>	25
1. Utility, durability, versatility and function	
2. Ease of maintenance, service warranties	
<u>C. Project Staffing Experience</u>	15
1. Project manager	
2. Qualifications, relevant experience	
3. Experience of firm	
<u>D. Cost Proposal</u>	
1. Projected cost/benefit of proposed work plan/approach	30
2. Commitment to budget and schedule parameters	
<u>E. Diversity</u>	10
1. Work Force Diversity	
2. Diversity in Contracting	
3. Diversity of Firm	
<u>F. Sustainable Business Practices</u>	10
1. Environmental Impact	
2. Support of local business and markets	
3. Employee compensation structure	
Total	100%



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X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached contract is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Metro shall consider exceptions and revisions included as part of a Proposal, but shall not be required to consider revisions proposed during contract negotiation.



Metro

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STANDARD AGREEMENT

This Contract is entered into between OCC, a service of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, 20____ through and including _____, 20____.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.



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ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the Contractor and every subcontractor on such public work shall pay at least the higher prevailing wage. The Contractor and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. In addition, the Contractor shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a



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complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.



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C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.



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If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METRO

By _____

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METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Addendum / RFP 11-1853

ADDENDUM NUMBER ONE RFP 11-1853

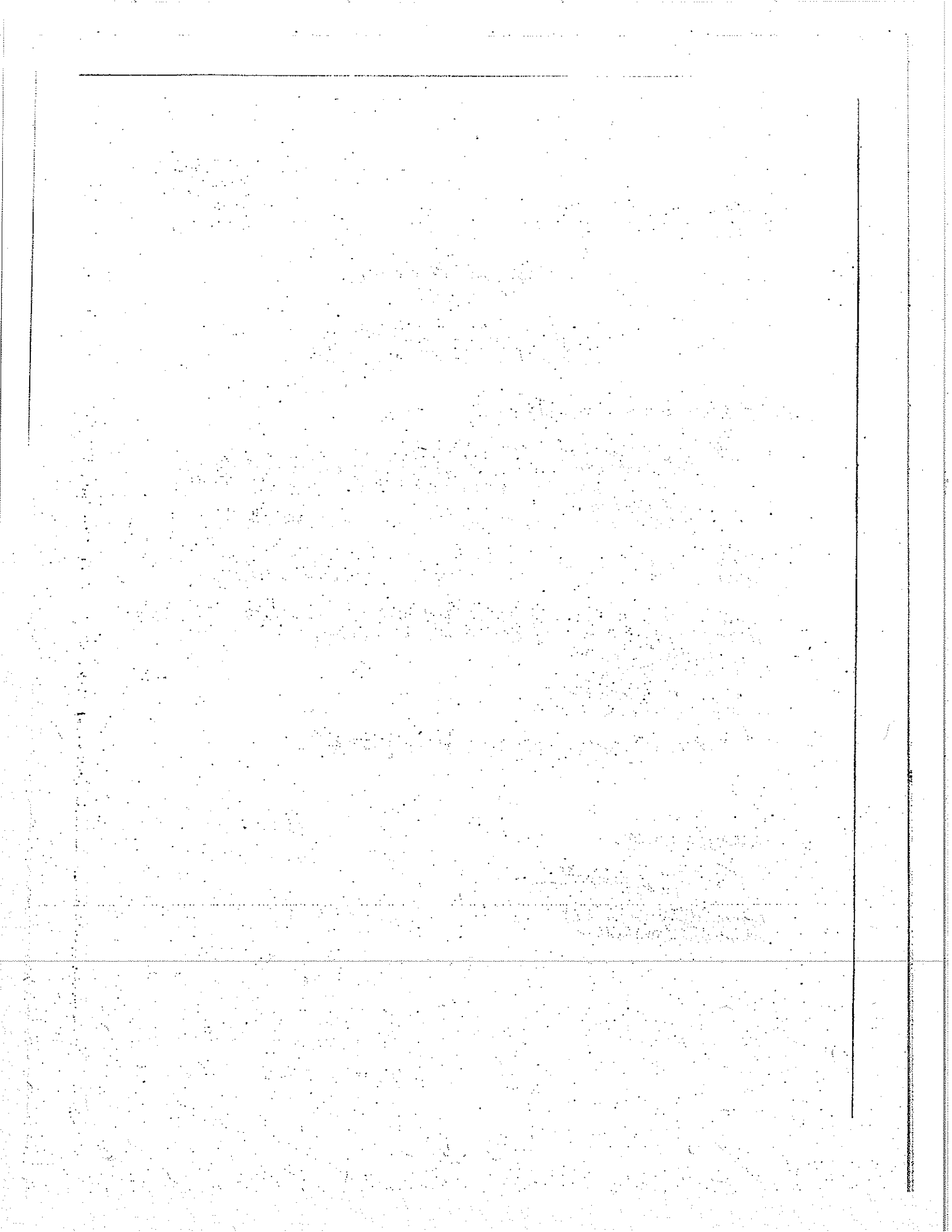
DIGITAL SIGNAGE UPGRADES AT OREGON CONVENTION CENTER

This solicitation is hereby amended/clarified as follows:

1. System hardware specifications are revised to include:
 - a. Web DT Model SA-3000 with 2.26 Ghz Core2 Duo Intel processor and Window 7 embedded operating system. This hardware is intended to replace the SA-2000 that was originally specified.
 - b. This model is based upon its compatibility with video compression standard H.264.
2. A voluntary pre-proposal meeting was held on March 3, 2011. A list of attendees is attached as well as a series of questions and answers that were addressed at the meeting.
3. The following documents are being provided to all interested proposers. These items provide additional information that may be helpful in preparing a proposal.
 - a. Kiosk shop drawings
 - b. Signage locations
 - c. Overhead signage details
 - d. Web-DT SA general guidellnes
4. All other terms and conditions of the original RFP remain unchanged.

Issued March 8, 2011

Darin Matthews, CPPO, C.P.M.
Metro Procurement Officer





RFP 11-1853 SUBMITTAL

TO: Darin Matthews, Procurement Officer

RE: Metro Procurement Services

DATE: March 17, 2011

Transmittal Letter and Introduction

Thank you for allowing us to bid on the Oregon Convention Center Digital Signage Upgrade Project; RFP 11-1853. We are pleased to offer the following proposal and bid, AV Systems Scope of Work, and all additional required information pertaining to the proposal. The project site has been reviewed multiple times and all criteria have been considered in development of this proposal.

Delta Systems Integration Inc, dba Delta AV (FIN # 93-1196119), is a licensed contractor in the State of Oregon (Oregon CCB # 113213) that has been in business since February 1996. The business coordination of this project will be handled by Jim Mead, Delta's Business Development Director. The Project Manager will be Ken Klarfeld, Senior Project Manager. This bid and proposal will valid and firm for a period of ninety (90) days from date of submission.

Project Work Plan & Approach

Delta AV personnel involved in this project have a complete and intimate understanding of this project's objectives. We understand that the convention center's current system is out of date and is in need of a complete retrofit.

In addition to our understanding of the current required digital signage upgrade, Delta AV is uniquely knowledgeable of the Oregon Convention Center's systems history. The very first "informational system" utilized at OCC was designed by Delta AV's President, Mark Gottwig and installed when the convention center was originally built. Delta AV also did the audio-video work when the new section was later added. These earlier projects were completed on time and within budget. We also have a history of servicing the AV systems in the OCC facility. Our understanding of the current project's needs as well as our historical interaction with OCC is elemental to our ability to excel in this endeavor. As a result, you can be assured that the following proposal is accurate and we have worked hard to make it competitive.

Specifics of our understanding of the project include the following:

- a. All existing Clarity video cubes need to be removed and replaced with new monitors and the applicable digital signage appliances for every location. This will require some custom metal fabrication to achieve structural integrity necessary for the installation of new monitors as well as aesthetic consideration of a matching look to what currently exists.

b. Each of the existing informational kiosks need to be upgraded in function, but of equal importance need to be physically retrofit to accommodate the new technology, retain the original look as well as be long-lasting and aesthetically pleasing . These kiosks require significant physical retrofit which is to be handled by an eminently qualified sign company (either the original fabricator of those kiosks, ES&A, or by the other local expert sign company Meyer Sign). The design elements are per Delta AV's desired look and will accommodate the immediate required look and functionality as well as be prepared for future use as an interactive kiosk (consideration for future ADA compliance and general ease of use).

c. The system needs to be robust, dependable, technically scalable as new features and functions become available in the market, and capable of unlimited expansion within the convention center facility itself as well as across all of Metro's regional facilities should that be desired in the future.

d. All hardware, software and physical elements of the system need to meet and exceed current digital signage technical functionality (with consideration for as much "future-proofing" as is possible). The system needs to function seamlessly and be well warranted.

e. All applicable OCC personnel need to be well trained and comfortable in the use of the new system. Ongoing training will need to be available as additional functions and features become desired or necessary, and as new general features become available in the market.

Delta understands that it will provide all of the necessary materials, installation as noted, provide the necessary engineering support to create all of the submittals and installation drawings, provide project management, programming, testing, calibration, training and warranty.

Project Completion Plan Details

Delta understands the timeline of the project and has considered the following to ensure that we complete the project within the required schedule as set forth in the RFP. The total required time to complete this project is six to eight weeks from the contract award and approval to proceed. Assuming that approval will take place on or about April 1, 2011, the benchmarks necessary to meet this timeline include the following:

- a. Confirmation and approval by OCC of specific equipment and design elements should be completed within one week (April 8, 2011).
- b. Hardware and Software from order to delivery (including bench test, burn-in and other technical requirements) - three weeks (arrival by April 29, 2011).
- c. Metal fabrication for overheads - four weeks (by May 6, 2011)
- d. Design, engineering and fabrication of the kiosk enclosure modified parts – five weeks (by May 13, 2011).
- e. Deconstruction and installation preparation phase of project (as approved by and in conjunction with OCC scheduling) – within two weeks (as appropriate May 2, 2011 to May 17, 2011).

- f. Kiosk retrofits – one week (as appropriate between May 16, 2011 and May 27, 2011).
- g. Installation and commissioning of system – within two weeks (as appropriate May 18, 2011 to May 31, 2011).
- h. Training can begin at any point in time after award of contract. A minimum of sixteen (16) hours is included in proposal. This training would logically begin in mid-April, with progressively deeper training continuing through completion of project and beyond. As soon as the DT Research SA-3000's are available, we can set up training system(s) so that the applicable persons can learn to use the content management software in effort to be as well versed as possible by the time the system goes on line. Additional training after installation should take place. Any training in excess of the allocated sixteen (16) required hours will be billable at \$85 per hour.
- h. Project is expected to be completed and functional no later than June 3, 2011.

Proposed System

General Hardware

The proposed system is specifically as requested in the RFP, and includes the following:

- a. **DT Research Signage Appliance – Model SA-3000-226-SD**. This model specification is as follows: Windows 7 Embedded OS, 2.26 Intel Core2 Duo Processor, 2GB RAM, 32GB Solid State Flash Memory, with **Software version 4.0** (or later if 4.2 releases before project). Includes standard One (1) Year on-site warranty. **Meets requested specification 100%**
- b. **DT Research TV Tuner Module** - Our proposal includes the **Model ACC-3000-01 TV Tuner Upgrade** for the SA-3000 in preparation for future potential tuner use. Warranty included as above.
- c. **LCD Monitor options per RFP** – All proposed monitor options (Basic model meeting specification as well as optional model choices) have the required HDCP compliant HDMI inputs, RS-232 D-sub 9 pin inputs and outputs, analog RGB inputs and may be utilized in landscape or portrait mode. They are all Commercial grade monitors rated for 24/7/365 use and include a three (3) Year On-site warranty.

Our base proposal cost includes the Sharp Professional Display PN-E Series commercial monitors (models PN-E421, PN-E471 and PN-E521). These models meet the minimum proper sizes requested in the RFP for the three applicable locations (elevator lobbies, overhead displays and kiosk displays respectively). These are all considered Low-Power (Energy Star Qualified) LCD monitors and utilize standard backlighting.

The **first optional upgrade** substitutes the Sharp PN-E521 52" monitor (for use in the kiosks) with the Sharp PN-E601 60" LCD display (also considered low-power LCD).

The **second optional system** included the **Samsung EX Series LED backlit LCD commercial monitors**, which are considered state of the art commercial LED monitors (models 400EX, 460EX and 550EX). At the moment these are the very best available low power LED backlit commercial monitors on the market.

The proposed system is designed and engineered with the utmost consideration for Utility, Durability, Versatility and functionality. All elements of the system's Hardware, Software, Mounting hardware, and Specialty Fabricated Enclosures are of the highest commercial/industrial grade and are warranted appropriately as such.

Utility

Delta AV has designed this system with the appropriate blend of functional software and excellent hardware, integrated for ease of use and optimum functionality for everyone involved. Whether it is the ease of use and view by the OCC guest or the functional use by the persons creating content and utilizing the system, this system has excellent utility.

Durability

All monitors considered for this project are the best available at this time and are rated for 24/7/365 use with approximate lifespan of 60,000 hours. The Sharp models are Energy Star rated and utilize fanless design. The optional Samsung LED models are extremely low in power consumption and heat and also are rated for 24/7/365 use. Both include a three (3) Year on-site Warranty.

The DT Research SA-3000 Signage Appliances are also rated for 24/7/365 use, are fanless, with no moving parts (solid state memory), and include a one (1) Year on-site warranty. Optional warranty for hardware as well as software upgrade is available as scheduled in the costing portion of the proposal.

Versatility and Functionality

The proposed system offers the highest possible level of versatility and functionality. Every currently available use has been engineered into the hardware and software that comprise this system. Every use, feature and function that is outlined in the RFP is 100% complied with in this system. Without totally revisiting the already listed capabilities, following is a listing of Key Required items as well as a number of important items that fall into the category of "Future-Proofing" and other considerations relative to future potential uses that the Oregon Convention Center (as well as Metro) may at some point need or desire.

Required

- a. The system is totally scalable in size. As many additional locations as desired within the convention center may be added. This system can in practical application even be expanded to other Metro facilities so that all properties remain on one platform. There is no limitation to the number or location of end points. Content and system management is equally scalable with permission based access that can be specified down to single regions on any screen in a system.
- b. Content management is robust and totally scalable for any number of user groups, individual users, and system administrators.
- c. The system complies with all required interface including the Ungerboeck Event Management System. All software integration with the UEMS will be coordinated with OCC, Ungerboeck and DT Research.

- d. All listed General System Requirements are 100% complied with, and based on the EXACT written RFP requirement as scheduled on 3 and 4 of the RFP.
- e. All Software Features and Technical Specifications are 100% complied with, and based on the EXACT requirement as scheduled on page 5 of the RFP.

Additional Considerations and Potential Functionality

- a. The Kiosks are initially meant to be "Dynamic" signage only. However, the DT Research software allows for total interactive presentations (virtually all types of executable applications) to be created within the same software package. This ultimately means that the Kiosk would only need to be retrofit with Touch Screens in the future for them to become interactive kiosks. The Sharp monitors can actually be retrofit by DisplayWerks in Seattle and reused for approximately \$2,000 each should that ever become desired. The kiosk is physically designed so that future interactive use would be ADA Compliant should they be retrofit for interactive use.
- b. The UrgentCast feature can be integrated with Audio Speakers (standard on the Sharp models) so that an audio alert could be used in addition to a visual alert.
- c. The software has many additional functional capabilities relative to "triggering" (this could include things like perimeter sensors, or RFID convention badges that initiate specific presentation elements).
- d. The system can be used with UPC readers, Card readers and even gesture based hardware (for audience metrics use).
- e. Future considerations also include the potential integration with iPhones and Droid devices, iPads and other communication equipment. There are many potential uses that would mainly be related to future interactive use.

Contractor Qualifications and Project Staffing Experience

General Qualifications

- Delta AV meets or exceeds the Installer's Qualifications for a project of this magnitude:
- a. All applicable personnel have a minimum of 5 years AV systems integration experience.
 - b. We have two very experienced installer/commissioners who have long-term direct experience with this type of project.
 - c. We will provide a dedicated and experienced project manager to supervise the project.
 - d. All staff working on the project hold current and valid Oregon Electrical licensing.
 - e. All Staff managing, installing, commissioning or calibrating equipment hold CTS certification.
 - f. Delta AV has a full service facility within 15 miles of the facility.



Specific Qualifications and Personnel

Delta AV has installed this type of digital signage system for over five years. We have done numerous installations for national retailers such as West Marine, Sam's Clubs as well as other coliseums, event centers and hotels around the country.

References

West Marine – Albert Saporta, Sr. Purchasing Mgr. 831-761-4649

Allen County War Memorial Coliseum – Randy Brown, Executive Director -260-482-9502

Additional references are available upon request.

Operations Manager – Scott Oddson

CTS Certified with over 25 Years of Systems Integration experience. Oregon low-level electrical licensed. Many years of specific project management and operations experience.

Project Manager – Ken Klarfeld

Over 25 Years of Systems Integration experience and previous owner of a major AV and Automation design firm, Integrated System Design in California. Ken is an Oregon Licensed Journeyman Electrician, and holds multiple accreditations and certifications including InfoComm.CTS.

Senior Installation Technicians – Scott Anderson and Chris Kristensen

Scott and Chris are two of our most senior installation technicians (out of a stable of 18+). We will be assigning these two specifically due to their long-term installation of this specific type of DT Research digital signage system. They are both Oregon low-level electrical license holders. They have both been installing DT systems nationally for over three years.

Other Delta General Information

Who Is Delta AV?

Delta AV is a highly qualified provider of audio, video, systems control, dynamic visual messaging, way-finding, and security systems. Most members of our team have individually been involved in audio, video, computer technology and related integrator applications anywhere from fifteen to thirty-plus years.

- Integrator of Major Audio & Video Systems (Arenas / Stadiums), Video Teleconference & Telepresence Systems, Audio/Video Systems for the Corporate, Educational and Medical Markets, Dynamic and Interactive Visual Messaging, Visual Merchandising & Way-finding Systems, and CCTV & Access Control.

- Oregon affiliate of the "by-invitation" PSNI group of top technical systems integrators in the U.S.A., and a licensed contractor in Oregon, Washington and Idaho.
- Number 46 on Systems Contractor News' Top 50 listing in 2009 for all systems integration firms in America.
- Number 16 on the 2010 Top 25 Technology Service Providers in Oregon *
- Number 43 on the 2010 Fastest Growing 100 Private Companies in Oregon *
- Fully vertical and self-contained staff includes all critical disciplines involved in systems integration including: sales designers, technical system design, electronic and electrical engineering, CAD and related drafting, acoustician, information technology and programming, certified and licensed (as applicable) installation technicians and in-field service staff.
- InfoComm AVSP (Audio Video System Provider) Emerald Level Status with over 65% of our customer-centric personnel (sales, design, engineering and installation/service) being CTS Certified, with a corporate mandate of continued education in all relative disciplines.
- Additional degrees, certifications and affiliations of applicable personnel include: BSEE (Bachelor of Science Electrical Engineering), BA (Bachelor of Arts), BS (Bachelor of Science), BSAE (Bachelor of Science Audio Engineering), numerous SYN-AUD-CON graduates, AMX and Crestron Certified Programming, AES (Audio Engineers Society), and NARAS (National Association of Recording Arts and Science).
- A commitment to approaching all projects with the highest of technical ability, offering the best available product within budget, with impeccable integrity and comfortable accessibility.
- "Open-source" references; we will offer you references on any Delta project. Our integrity is open for you to evaluate; our customers speak for us.
- * Source: Portland Business Journal's 2011 Book of Lists

Delta AV History Statement

Delta AV was formed on February 2, 1996 as Delta Systems Integration, Inc. by Mark Gottwig, Bob Southard and Steve Jellerson. The company functioned from offices

at 4040 SE International Way in Milwaukie, Oregon until October 2010 at which time it moved into new corporate headquarters located at 2450 NW Eleven Mile Avenue, Gresham, Oregon 97030. The core basis of the company however has a significantly longer history. It is important to outline this by detailing the timeline in which essentials of earlier companies evolved into Delta AV.

Originally Bob Southard and Mark Gottwig were two of the initial employees at Spectrum Studios, which in the early 1980's created the first fully self-contained and true Design-Build Systems Integration Company in the Northwest. After twelve years, Mark and Bob joined

forces to help execute the start up of In-Touch Systems, another high-end provider of audio and video systems, where they spent another three years. At that time they, along with Steve Jellerson (a well recognized N.W. acoustician and studio engineer), bought all assets belonging to In-Touch Systems and formed the new company Delta AV Systems.

The company was specifically created in effort to take systems integration to an even higher level of technical capability. Delta was begun and continues to thrive based upon that ideal and the employment of some of the top personnel in their respective disciplines.

True to the original principles, Delta maintains a totally vertical staff that includes sales designers, system designers, electronic and systems engineers, programmers, information technology specialists, audio/visual/control system specific project managers, and field installation/servicing teams.

Cost Proposal

Our proposal is for a completely turn-key system. Every cost included in our proposal is an "up-front" cost meaning that there are absolutely no required additional licensing, upgrade or warranty costs in the future. All hardware and software is purchased with a one-time cost and contain no element of lease, or other incidental expenditure.

Our proposal includes a Base System Cost that more than meets the minimum required specification as outlined in the RFP. It takes into consideration every desired hardware and software element, physical metal fabrication and structural retrofit of the overhead locations, and a complete retrofit of the kiosks that addresses not only the functional use, but also has a fantastic functional and aesthetically pleasing design.

We are also outlining two Optional System Upgrades that both relate to the monitors to be used in the system:

- a. The first option simply increases the size of the Sharp monitor used in the kiosk from a very functional 52 inch screen to an even more visible 60 inch size. There is no

other benefit than the additional size of the screen as both monitor options are equally Energy Star compliant; the 60 inch only further maximizes the kiosk real estate.

b. The second option (Samsung EX Series) is somewhat more expensive but may also be the most desirable as it utilizes the most energy efficient and state of the art LED backlit commercial monitors available in the market today. The two smaller monitors are just a bit smaller than the Sharp models (40" and 46" rather than 42" and 47") however; the larger kiosk monitor is actually larger than the base Sharp model at 55 inches.

c. We are also offering optional upgraded warranty and software updates for the DT Research units. These are in no way required, and they do not need to be purchased up front; they can be added at any time before the end of the original one year warranty.

Proposed System Overview and Cost

The base system is meant to be the PRIMARY BID COSTED SYSTEM, and includes the DT Research digital signage appliances, the Sharp PN-E Series 42 inch, 47 inch and 52 inch commercial monitors, all custom fabricated enclosures, mounting, display mounts and all relative installation, training and other cost. The project cost is based on Prevailing Wage as required and includes all internal and sub-contracted work.

Base System and Primary Bid Price - \$152,858.70

First Optional System Upgrade - \$171,745.62
(Sharp PN-E601 60" monitor in Kiosk)

Second Optional System Upgrade - \$174,095.93
(Samsung EX Series LED Backlit Commercial LCD Monitors (40", 46" and 55"))

Optional Extended Warranty on DT Research Hardware (per year) - \$3,776.00

Optional Software Upgrade after first year (per year) - \$2,720.00

Additional Training on DT Research (in person or by Go to Meeting) - \$85.00 per hour

Our commitment to this budget and to all aspects of the Scheduling Parameters is ABSOLUTE. The prices are guaranteed and all product has been put into the respective manufacturer or fabricator's plan and is firm. This project is firmly included in our scheduled workflow. We will complete this project on time and within budget.

Diversity in Employment and Contracting

We have 40 employees 37 men and 3 women and we do not track ethnicity. We give equal employment and advancement opportunities to all people, we make employment decisions at Delta AV based on each person's performance, qualifications, and abilities. Delta AV does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Sustainable Business Practices

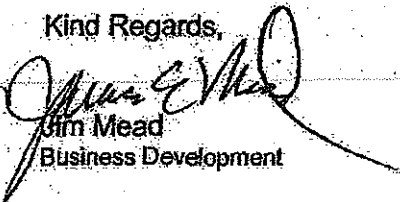
We recently received recognition from the City of Gresham for our recycling practices including recycle packing material by reusing it or by separating and recycling through our local waste disposal service, using recycled paper products whenever possible, low energy lighting throughout the building, and programmable temperature control devices. We work with local suppliers whenever practical including, metal fab, cabinet makers, painting, distributors for connectors & cable and local food suppliers for training sessions.

Additional Notes & Conditions:

1. No electrical 110 VAC work to support the AV System is included in the price quoted
2. No carpentry, painting, drywall or patching work is included.
3. OCC will dispose of any removed materials, such as monitors, old mounting materials etc.
4. Delta AV will require secure storage for equipment during the project.
5. Any necessary conduits and cable paths to be installed by others.
6. Price includes permits
7. Price includes prevailing wage
8. Price does not include any bonding costs
9. Quote is good for 90 days.

Thank you for the opportunity to offer our proposal for this great project. We value the relationship we have with Oregon Convention Center and will absolutely "go the distance" to make the sure the project is done with the utmost attention to detail, and with your total satisfaction in mind. Please call me at any time for additional information.

Kind Regards,


Jim Mead
Business Development