

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-10

For the purpose of selecting Hollywood Lights, Inc. for the lighting system replacement project in the Newmark Theater and Dolores Winningstad Theater at Portland's Centers for the Arts.

WHEREAS, Portland's Centers for the Arts requires new equipment to complete a lighting renewal and replacement project in two theaters to replace obsolete and energy inefficient equipment, and;

WHEREAS, staff completed an extensive Request for Bid process for this equipment, and;

WHEREAS, staff received 2 qualified bids and determined the lowest responsive bid, and;

WHEREAS, staff selected the low bidder, Hollywood Lights, Inc., a local company with a bid of \$404,000.00, and;

WHEREAS, staff recommends selection by the Metropolitan Exposition Recreation Commission ("Commission") of Hollywood Lights, Inc. for this equipment.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:


1. Selects Hollywood Lights, Inc. as the successful low bidder in the amount of \$404,000.00 to provide equipment for the stage and house lighting system replacement projects in the Newmark Theater and Dolores Winningstad Theater at Portland's Centers for the Arts.
2. Approves the award of the contract to Hollywood Lights, Inc. in a form substantially similar to the attached Exhibit A and delegates authority to the General Manager of Visitor Venues to execute the contract on behalf of the Commission.

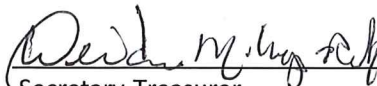
Passed by the Commission on April 5, 2017



Chair

Approved as to Form:
Alison R. Kean, Metro Attorney

By: 
Nathan A. S. Sykes
Deputy Metro Attorney


Secretary-Treasurer

Goods and Supply Contract

MERC Contract No. 207064

For Goods and Supply Contracts over \$50,000

This Contract is entered into between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Hollywood Lights, Inc., whose address is 5251 SE McLoughlin Blvd, Portland, OR 97202, hereinafter referred to as the "Contractor".

TERM OF CONTRACT

The term of this Contract shall be for the period commencing April 15, 2017, through and including October 15, 2017, unless terminated or extended as provided in this Contract.

CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the Contractor for goods supplied as described in Attachment A. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed FOUR HUNDRED FOUR THOUSAND and 00/100ths Dollars (\$404,000.00). Payment shall be on a unit price only for those goods received in an acceptable condition to MERC. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. MERC shall have complete discretion to select only those goods needed at the time.

ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to MERC at the designated point f.o.b. as set forth in Attachment B or at MERC docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. MERC shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

Intergovernmental Cooperative Agreement – Pursuant to ORS 279A and the Metro public contract code, MERC participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to MERC under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and MERC makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.

CONTRACTOR

METRO EXPOSITION RECREATION COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Goods and Supply Contract

MERC Contract No. 207064

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A

CONTRACTOR shall deliver to MERC the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B

Title to materials purchased hereunder shall pass to MERC f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated MERC docks.

ARTICLE III: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses 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. CONTRACTOR is responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: 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 goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE V: INSURANCE

CONTRACTOR shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies. CONTRACTOR shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation. CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number. 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 VI: 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 Agreement, including, but not limited to, ORS 279B.220 to 279B.235.

ARTICLE VII: MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE VIII: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent 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.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this contract, and are hereby expressly not disclaimed.

Goods and Supply Contract

MERC Contract No. 207064

ARTICLE IX: SAFETY

If services of any nature are to be performed in connection with the providing goods 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. All applicable MSD sheets shall accompany the goods.

ARTICLE X: 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 agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE XI: 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 XII: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

ARTICLE XIII: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, 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 to reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIV: SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XV: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Contract without prior written consent from MERC, consent shall not be unreasonably withheld.

ARTICLE XVI: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of Metro and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.

- 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.

Goods and Supply Contract

MERC Contract No. 207064

- 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.
- 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 27B9.110 and Metro Code Section 2.04.052.

ARTICLE XVII: 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 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 Contractor: Frank Locke
Hollywood Lights, Inc
5251 SE McLoughlin Blvd,
Portland, OR 97202
503-232-8505 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Ed Williams
1111 SW Broadway
Portland, OR 97205
503-796-6507 fax

Goods and Supply Contract

MERC Contract No. 207064

ATTACHMENT A Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A may be needed. MERC shall have complete discretion to select only those goods and amounts needed at the time.

Newmark – Production Lighting

I. Power Control System to consist of:

NMK 56, 57, 58 - PL - Section 1, 2, & 3

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	7141A1006-4	SR3AF-48 - Black Sensor3 48-Module Dimmer Rack with Advanced Features - Designed for 3 phase 4 wire and ground operation at a maximum of 800A, 120/208V, 60Hz AC	\$10,451.53	\$31,354.58
3	7141A2006-4	SR3-48 DOOR - Black SR3-48 Locking Door with Filter	\$0.00	\$0.00
3	7140A1003	CEM3 - CEM3 Control Module	\$1,906.04	\$5,718.13
107	7050A1004	D20AF - Dual 20A Dimmer Module with Advanced Features, 500ms rise time (214 Dimmers)	\$370.80	\$39,675.60
30	7050A1007	D50AF - Single 50A Dimmer Module with Advanced Features, 500ms rise time (30 Dimmers)	\$312.25	\$9,367.58
1	7050A1013	CC20 - Dual 20A Constant Current Module (2 Constant Breakers)	\$123.60	\$123.60
6	7050A1014	AFM - Air Flow Module	\$35.78	\$214.67

NMK 62 - PL2

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7141A1025-4	SR3-6 - Black Sensor3 6-Module Dimmer Rack - Designed for 3 phase 4 wire and ground operation at a maximum of 100A, 120/208V, 60Hz AC, Ships with Door	\$7,530.16	\$7,530.16
1	7140A1003	CEM3 - CEM3 Control Module	\$1,906.04	\$1,906.04
6	7050A1202	TR20SAF - Dual 20A ThruPower Module with Advanced Features, 350ms rise time (12 circuits)	\$406.58	\$2,439.47

Control System to consist of:

NMK 67 (Includes 68 thru 70, 72 thru 74, & 82 thru 84)

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	RACK - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$8,308.04	\$8,308.04
1	QUOTE-10032	DOOR - Door for Rack	\$224.43	\$224.43
2	2100A2008	PATCH PANEL 24X - 2U 19" rack-mount patch panel with 24 open slots	\$35.78	\$71.56
48	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$499.60
2	SGE1062	MAP BR2 - 2U Brush Grommet Panel	\$78.06	\$156.13
48	N4035	2' CAT5 Patch cable, black	\$5.20	\$249.80
2	SGN1129-M	CISCO SG300-28PP - Cisco Switch	\$1,138.42	\$2,276.84

Goods and Supply Contract

MERC Contract No. 207064

		- 24 RJ-45 ports of 10/100/1000 PoE+ (180W total allowance) - 2 RJ-45 ports of 10/100/1000 - 2 combo ports of RJ-45 or mini-GBIC/SFP		
1	PJPS1012	MAP 1000R - 1000VA / 750W rack-mount UPS	\$1,128.66	\$1,128.66
1	SGE1297	MAP D3LK - 3 rack unit rack drawer with black anodized finish and key lock	\$243.95	\$243.95
1	SGE1226	MAP SS - Heavy Duty Sliding Shelf	\$162.63	\$162.63

NMK 12 thru 14, 25, 27, 28, 30, 32, 37, 40, 42, 44, & 50 (to fit existing back boxes/pipe mount existing)

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
13	Custom Item	ECPB Net - Net Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$178.89	\$2,325.63

NMK 3 (to fit existing back box)

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	ECPB Net - Net Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$178.89	\$178.89

NMK 10

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	ECPB N/N/N - Custom Net / Net / Net Control Plug-in Station with: 3 - RJ-45 (568B) Connector in XLR case	\$276.47	\$276.47

NMK 23

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	ECPB N/N/N/N - Custom Net / Net / Net / Net Control Plug-in Station with: 4 - RJ-45 (568B) Connector in XLR case	\$292.74	\$292.74

NMK 86 thru NMK 88

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	4260A1117	N34G-4F - Net3 Only Four Port Output Gateway with: 1 - Gateway Chassis 4 - Output Modules	\$1,040.84	\$3,122.53

Architectural Control System to consist of:

NMK 81

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7184A1532	P-TS7-PE - Paradigm 7" Ethernet Portable Touchscreen Station to include: - 7" Black Portable Touchscreen - 25' Ethercon to RJ-45 cable	\$1,886.53	\$1,886.53

Goods and Supply Contract

MERC Contract No. 207064

Newmark – House & Worklight System

I. Power Control System to consist of:

A. NMK 60 - NHD-E

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	DRD6-12-120 - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$4,877.84	\$4,877.84
1	7186A1209	E-ACP-TK - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	E-ACP - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
4	7083A1019	D15E- - Dual 15A Dimmer Module, 500µs rise time (8 Dimmers)	\$318.76	\$1,275.03
2	7083A1085	R20 - Dual 20A 120V Relay Module (4 Relays)	\$318.76	\$637.52

B. NMK 61 - NHD

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	DRD6-12-120 - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$4,877.84	\$4,877.84
1	7186A1209	E-ACP-TK - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	E-ACP - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
4	7083A1019	D15E- - Dual 15A Dimmer Module, 500µs rise time (8 Dimmers)	\$318.76	\$1,275.03
2	7083A1025	CC20- - Dual 20A Constant Current Module (4 Constant Breakers)	\$126.85	\$253.71
1	7180A1202	EBDK-TAP - DRd Emergency Bypass Detection Tap Kit	\$130.11	\$130.11

C. NMK 75

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7123A1104	ERP48-FT48 - Echo Relay Panel Feedthrough to Contain: 48- 20A Single pole mechanically latching relays 1 - DMX Interface 1 - Astronomical and realtime timeclock	\$8,110.96	\$8,110.96
1	7123K1102	ERP-FT-NET - Echo Relay Panel Feedthrough Ethernet Interface to support: Up to 4 sources of sACN Web Browser interface	\$162.63	\$162.63

Goods and Supply Contract

MERC Contract No. 207064

D. NMK 65				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1200	EBDK - Emergency Bypass Detection Kit	\$520.42	\$520.42

E. NMK 66				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1226	DEBC-6 - DMX Emergency Bypass Controller, to consist of: (1) DMX In and (6) DMX Out connections Contact closure input AC power input (8) DMX Termination kits for Belden 9729 or equivalent	\$520.42	\$520.42

II. Control System to consist of:

A. NMK 63 & 64 are not included in this quotation

B. NMK 77 (includes NMK 71, 78, 79, 80, 89, & 90)

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	RACK - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$5,895.91	\$5,895.91
1	QUOTE-10032	DOOR - Door for Rack	\$224.43	\$224.43
1	7180A1023	ERN4-RM-120 - ERn4 Enclosure Rack-mount 100-120V	\$1,203.47	\$1,203.47
2	7180A1009	P-ACP2 - Paradigm Architectural Control Processor	\$1,886.53	\$3,773.05
1	7182A1001	P-SPM - Paradigm Station Power Module - supports 32 stations and (1) 500m wire segment	\$650.53	\$650.53
1	7182A1003	P-REP - Paradigm ERn-mount Station Repeater Module - supports 30 additional stations and (1) additional 500m wire segment	\$780.63	\$780.63
1	2100A2008	PATCH PANEL 24X - 2U 19" rack-mount patch panel with 24 open slots	\$35.78	\$35.78
24	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$249.80
1	SGE1062	MAP BR2 - 2U Brush Grommet Panel	\$78.06	\$78.06
24	N4035	2' CAT5 Patch cable, black	\$5.20	\$124.90
1	SGN1129-M	CISCO SG300-28PP - Cisco Switch - 24 RJ-45 ports of 10/100/1000 PoE+ (180W total allowance) - 2 RJ-45 ports of 10/100/1000 - 2 combo ports of RJ-45 or mini-GBIC/SFP	\$1,138.42	\$1,138.42
1	4260A1120	N34G-4TERM-RR - Net3 Only Four Port Terminal Gateway with: 1 - Gateway Chassis 4 - Terminal Modules 1 - Rack Mount Kit	\$1,073.37	\$1,073.37
1	PJPS1012	MAP 1000R - 1000VA / 750W rack-mount UPS	\$1,053.85	\$1,053.85

Goods and Supply Contract

MERC Contract No. 207064

C. NMK 91				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	SGE1304	PATHWAY 4815 - eDIN 12-way Installation RDM Opto Splitter with enclosure and power supply	\$2,498.02	\$2,498.02

III. Architectural Control System to consist of:

A. NMK 1, 6, 15, 22, 26, 29, 31, 33, 35, 36, 38, 39, 41, 43, 45, 48, 49, & 85

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
18	QUOTE-20006	UH10002-Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$1,112.40
18	7181B2005	UH10002 - 1-gang, 2-button electronics assembly w/IR Port	\$146.37	\$2,634.63
1	7081A2004-1	SBB1 - Unison 1-gang surface-mounted back box	\$39.03	\$39.03

B. NMK 2, 4, 5, 18, 54, & 55

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
6	Custom Item	UH10003-Z - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$663.54
6	7181B2006	UH10005 - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$878.21

C. NMK 7, 8, 16, 19 thru 21, 34, 47 & 51

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
9	QUOTE-20005	UH10001-Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 1 - Select Switch Custom nomenclature to be determined	\$61.80	\$556.20
9	7181B2004	UH10001 - 1-gang, 1-button electronics assembly w/IR Port	\$146.37	\$1,317.32

Goods and Supply Contract

MERC Contract No. 207064

D. NMK 46				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	UH10005-Z - Custom Metal Panel to fit existing backbox to consist of: 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$159.38	\$159.38
1	7181B2006	UH10005 - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$146.37

E. NMK 52				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	UH10004-Z - Color/Material/Finish 1-gang faceplate assembly to include the following: 4 - Select Switch(es) Custom/standard nomenclature to be determined	\$78.06	\$78.06
1	7181B2006	UH10005 - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$146.37

F. NMK 9				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 5-button electronics assembly w/IR Port with Faceplate 3 - 1-gang, 10-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit	\$2,452.48	\$2,452.48

G. NMK 24				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 5-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit 1 - Custom 6-gang faceplate assembly to include the following: -11 - Slider Assembly(ies) - 7 - Select Switch(es) 1 - XLR-5MDM3 DMX In Connector Custom/standard nomenclature to be determined	\$2,598.85	\$2,598.85

Goods and Supply Contract

MERC Contract No. 207064

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7490A1002	ARCMTX1 - ArcSystem ArcMesh TX1 Wireless Transmitter to include: - 100-240 VAC power input - Wired DMX to ArcMesh wireless gateway - Supports up to 100 fixtures - Supports Primary or Backup use	\$520.42	\$520.42

H. Devices not included in this quotation: NMK 17 & 53

IV. Distribution Equipment to consist of:

A. NMK D1 is not included in this quotation

V. Theatrical Fixtures and Accessories to consist of:

A. EE

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
169	7490A1754	ARCLE26G24F2700 - GDS ArcLamp 24V 2700K Frost Globe E26	\$44.72	\$7,558.30
2	7490A1034	ARCLMD700CV24 - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$4,147.10

B. EE1

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
80	7490A1754	ARCLE26G24F2700 - GDS ArcLamp 24V 2700K Frost Globe E26	\$44.72	\$3,577.89
1	7490A1034	ARCLMD700CV24 - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$2,073.55

C. JJ

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
73	7490A1753	ARCLE26G24C2700 - GDS ArcLamp 24V 2700K Clear Globe E26	\$44.72	\$3,264.83
1	7490A1034	ARCLMD700CV24 - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$2,073.55

Winningstad – House & Worklight System

I. Power Control System to consist of:

A. DWT 15 - WHD-E

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	DRD6-12-120 - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$9,645.48	\$9,645.48
1	7186A1209	E-ACP-TK - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05

Goods and Supply Contract

MERC Contract No. 207064

1	7186A1201	E-ACP - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
2	7083A1025	CC20- - Dual 20A Constant Current Module (4 Constant Breakers)	\$123.60	\$247.20
4	7083A1019	D15E- - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$1,275.03
1	7180A1202	EBDK-TAP - DRd Emergency Bypass Detection Tap Kit	\$130.11	\$130.11

B. DWT 14 - WHD

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	DRD6-12-120 - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$9,645.48	\$9,645.48
1	7186A1209	E-ACP-TK - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	E-ACP - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
6	7083A1019	D15E- - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$1,912.55

C. Modules for existing SR rack

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
42	7050A1031	D20E - Dual 20A Dimmer Module, 500µs rise time (84 Dimmers)	\$325.26	\$13,661.05
3	7050A1007	D50AF - Single 50A Dimmer Module with Advanced Features, 500µs rise time (3 Dimmers)	\$318.76	\$956.27
3	7050A1085	R20AF - Dual 20A Relay Module with Advanced Features (6 Relays)	\$325.26	\$975.79

Note: SR rack is existing and not included in this quotation.

D. DWT 18 - WLRP

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7123A1102	ERP24-FT24 - Echo Relay Panel Feedthrough to Contain: 24- 20A Single pole mechanically latching relays 1 - DMX Interface 1 - Astronomical and realtime timeclock	\$10,387.98	\$10,387.98
1	7123K1102	ERP-FT-NET - Echo Relay Panel Feedthrough Ethernet Interface to support: Up to 4 sources of sACN Web Browser interface	\$162.63	\$162.63

Goods and Supply Contract

MERC Contract No. 207064

E. DWT 16				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1200	EBDK - Emergency Bypass Detection Kit	\$520.42	\$520.42

F. DWT 19				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1226	DEBC-6 - DMX Emergency Bypass Controller, to consist of: (1) DMX In and (6) DMX Out connections Contact closure input AC power input (8) DMX Termination kits for Belden 9729 or equivalent	\$520.42	\$520.42

II. Control System to consist of:

A. DWT 17 & 24 thru 29

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	RACK - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$10,663.55	\$10,663.55
1	QUOTE-10032	DOOR - Door for Rack	\$224.43	\$224.43
1	7180A1023	ERN4-RM-120 - ERn4 Enclosure Rack-mount 100-120V	\$1,236.00	\$1,236.00
2	7180A1009	P-ACP2 - Paradigm Architectural Control Processor	\$1,886.53	\$3,773.05
1	7182A1001	P-SPM - Paradigm Station Power Module - supports 32 stations and (1) 500m wire segment	\$650.53	\$650.53
1	7180A1150	P-CCS - Paradigm Central Control Server with: Support for up to 12 Paradigm Architectural Control Processors Native BACnet IP interface Virtual touchscreen (VTS) Interface (2) Ethernet Connections for Lighting System (1) Optional Ethernet Connection to Building Network (BACnet) (2) 12V, 5A Power Supplies	\$3,249.38	\$3,249.38
1	2100A2004	PATCH PANEL 16 - 1U 19" rack-mount patch panel with 16 open slots	\$35.78	\$35.78
16	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$166.53
1	SGE1062	MAP BR2 - 2U Brush Grommet Panel	\$78.06	\$78.06
16	N4035	2' CAT5 Patch cable, black	\$5.20	\$83.27
1	SGN1071	CISCO SF302-08P - 8-Port Fanless Ethernet Switch with PoE with 8 - 10/100 ports + 2 Gigabit uplink ports with POE and rack mount kit	\$487.89	\$487.89
1	PJPS1012	MAP 1000R - 1000VA / 750W rack-mount UPS	\$1,128.66	\$1,128.66

Goods and Supply Contract

MERC Contract No. 207064

III. Architectural Control System to consist of:

A. DWT 1, 2, 5, & 7

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
4	QUOTE-20006	UH10002-Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$247.20
4	7181B2005	UH10002 - 1-gang, 2-button electronics assembly w/IR Port	\$146.37	\$585.47
1	7081A2004-1	SBB1 - Unison 1-gang surface-mounted back box	\$32.53	\$32.53

B. DWT 3 & 4

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
2	Custom Item	UH10003-Z - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$221.18
2	7181B2006	UH10005 - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$292.74

C. DWT 6

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-20008	UH10007-Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 7 - Select Switches Custom nomenclature to be determined	\$65.05	\$65.05
1	7181B2007	UH10007 - 1-gang, 7-button electronics assembly w/IR Port	\$162.63	\$162.63

D. DWT 8

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7184A1553	P-TS18 - 18.5" Paradigm Touchscreen Station	\$2,764.74	\$2,764.74
1	Custom Item	Wall-mount Kit for P-TS18 Touchscreen	\$227.68	\$227.68

E. DWT 10, 20, & 21

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	QUOTE-20007	UH10005-Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$61.80	\$185.40
3	7181B2006	UH10005 - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$439.11
1	7081A2004-1	SBB1 - Unison 1-gang surface-mounted back box	\$32.53	\$32.53

F. DWT 11

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
-----	-----------	----------------------------	------------	------------

Goods and Supply Contract

MERC Contract No. 207064

1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 1-button electronics assembly w/IR Port with Faceplate 1 - 1-gang, 2-button electronics assembly w/IR Port with Faceplate 1 - 1-gang, 10-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit	\$2,205.28	\$2,205.28
---	-------------	---	------------	------------

G. DWT 12 & 13				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
2	QUOTE-20009	UH10010-Z - Standard Color (Color TBD)1-gang faceplate assembly to include the following: 10 - Select Switches Custom nomenclature to be determined	\$65.05	\$130.11
2	7181B2008	UH10010 - 1-gang, 10-button electronics assembly w/IR Port	\$162.63	\$325.26
2	7081A2004-1	SBB1 - Unison 1-gang surface-mounted back box	\$32.53	\$65.05

Note: DWT 22 & 23 are not included in this quotation

H. MM				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
12	Custom Item	ARCP4R237BH - Custom Color ArcSystem Pro 4-cell Round Pendant mount Luminaire - 2700K color temperature with 90+ CRI - 37-degree beam spread - Black housing - Built in driver with support for Wired DMX or Wireless ArcMesh control - Half-Inch thread for mechanical connection via threaded rod	\$1,105.89	\$13,270.74

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7490A1002	ARCMTX1 - ArcSystem ArcMesh TX1 Wireless Transmitter to include: - 100-240 VAC power input - Wired DMX to ArcMesh wireless gateway - Supports up to 100 fixtures - Supports Primary or Backup use	\$520.42	\$520.42

Goods and Supply Contract

MERC Contract No. 207064

Spares for Newmark & Winningstad

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	QUOTE-00008	SPARE PARTS - Sensor Spare Parts Kit to Contain 1 - 20A power cube 1 - HW8152 Sensor Rack Key 1 - F171-F CEM3 fuse 2 - F177-F CEM3 Fuses 2 - 7051A4002-04 Filters for 48 Module Rack 1 - CB166 20A breaker 1 - B125 10" Fan	\$195.16	\$585.47
2	7050A1004	D20AF - Dual 20A Dimmer Module with Advanced Features, 500ms rise time (4 Dimmers)	\$370.80	\$741.60
2	7050A1007	D50AF - Single 50A Dimmer Module with Advanced Features, 500ms rise time (2 Dimmers)	\$312.25	\$624.51
2	7050A1013	CC20 - Dual 20A Constant Current Module (4 Constant Breakers)	\$123.60	\$247.20
2	7050A1014	AFM - Air Flow Module	\$35.78	\$71.56
2	7050A1202	TR20SAF - Dual 20A ThruPower Module with Advanced Features, 350ms rise time (4 circuits)	\$406.58	\$813.16
2	7083A1023	D20E- - Dual 20A Dimmer Module, 500µs rise time (4 Dimmers)	\$318.76	\$637.52
2	7083A1019	D15E- - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$637.52
2	7083A1085	R20 - Dual 20A 120V Relay Module (4 Relays)	\$318.76	\$637.52
3	7023K1001	ERP-FT-1PRK - Echo Relay Panel Feedthrough Single Pole Relay Kit to Contain: 1 - 20A Single pole mechanically latching relay 1 - Factory installed wiring harness	\$45.54	\$136.61
3	7123K1010	ERP 1PR - Relay Option Card for Unison Echo Relay Panel- 20A rated single pole (single space) relay card with current monitoring, circuit breaker trip detection, and 100A SCCR	\$39.03	\$117.09
3	CB817	ERP 1PB 20A - Unison Echo Relay Panel CB 20A 1P 120VAC	\$6.51	\$19.52
1	1094A1045	ECPB NET - ETCNet Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$78.06	\$78.06
1	QUOTE-20006	UH10002-Z - Standard Color (Color TBD)1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$61.80
1	Custom Item	UH10003-Z - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$110.59

Goods and Supply Contract

MERC Contract No. 207064

1	QUOTE-20005	UH10001- Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 1 - Select Switch Custom nomenclature to be determined	\$61.80	\$61.80
1	Custom Item	UH10005- Z - Custom Metal Panel to fit existing backbox to consist of: 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$159.38	\$159.38
1	Custom Item	UH10004- Z - Color/Material/Finish 1-gang faceplate assembly to include the following: 4 - Select Switch(es) Custom/standard nomenclature to be determined	\$78.06	\$78.06
1	QUOTE-20007	UH10005- Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$61.80	\$61.80
1	QUOTE-20009	UH10010- Z - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 10 - Select Switches Custom nomenclature to be determined	\$65.05	\$65.05

IV. Manufacturer's Services to consist of:

- A. Four (4) sets of B size drawings for approval submitted within 6-8 weeks of receipt of order
- B. Two (2) year limited warranty on parts and workmanship
- C. Unison DRd Dimmer Racks and associated dimmer modules include an eight (8) year warranty on parts and workmanship.
- D. The services of a factory engineer to energize system and instruct user personnel. Such services to be supplied on 21 day notice.
- E. Production requires 1-6 weeks for delivery of equipment after receipt of written approval and release.
- F. Two (2) sets of Operation Manuals (one hard copy; one CD)
- G. Two (2) sets of Complete As-Built drawings
- H. One (1) additional trip as specified for training and checkup
- I. This quote includes all field services, startup, training and freight.**
- J. All items must be purchased to make a complete system.**
- K. Prices are for informational purposes only. POs will only be accepted for full systems.**
- L. Project warranties are contingent on purchase of whole systems.**
- M. This quotation is valid for 30 days and must be verified for purchase outside this time frame.**

V. Notes and Clarifications

- A. All flush mount back boxes, except for touchscreens, theatrical wiring devices, and where specifically noted are provided by others.
- B. This quotation excludes all installed cabling, interconnecting cables, and back boxes unless specifically listed.
- C. Delivery lead times will be advised at date of order.
- D. Power enclosures are designed for separate feeds – enclosures of different sizes may not be bussed.
- E. D20 modules and ThruPower modules with fluorescent loads require two wire ballasts provided by others (Advance Mark X recommended)
- F. D20F modules require 3 wire ballasts provided by others
- G. ELV10 modules support electronic low voltage loads only.
- H. Dimming systems utilizing the Emergency Bypass Detection Kit (EBDK) require normal/emergency feeds.

Goods and Supply Contract

MERC Contract No. 207064

- I. Emergency Lighting Transfer is provided by others.
- J. Overcurrent protection of sense circuitry is to be installed in compliance with local electrical codes
- K. Addressing of third party DMX controlled fixtures is not included. ETC shall be responsible for the origination of the control signal output from the last ETC supplied device. The integrity of the control signal between third party devices shall not be maintained or guaranteed by ETC.
- L. Low voltage control lines for 0-10V controlled fixtures are to be pulled and terminated by others.
- M. Feedback/programming computer, if required, is to be provided by others.
- N. BACnet integration services are not included. Please contact ETC if integration services are required.
- O. DALI integration services are not included. Please contact ETC if integration services are required.
- P. Unison wall stations are quoted with standard legends. Custom legends can be quoted upon request.
- Q. Unison LightDesigner software and training are not included as part of this quotation.
- R. User modifications to the Unison Paradigm configuration are available from the Paradigm Architectural Control Processor (P-ACP) and from the LocalAccess web interface.
- S. ControlDesigner software may be used to create user defined Touchscreen pages prior to system commissioning.
- T. Pipe, rigging, multi-conductor cable and all other distribution accessories not specifically listed herein are to be provided by others.
- U. Fixtures and any accessories not listed herein are to be provided by others.
- V. Offline software shall be available via www.etcconnect.com.
- W. Please note that ETC specifically excludes prevailing wage reporting. Such reporting is the responsibility of the contractor, not ETC.
- X. Electronic Theatre Controls does not provide training Video Cassettes but will permit video recording of user personnel training by the factory engineer during system energization.

Unit pricing: Unit pricing may increase with the express written approval of MERC.

Goods and Supply Contract

MERC Contract No. 207064

ATTACHMENT B Delivery and Service Requirements

Delivery Dates: All goods listed in this contract must be delivered, FOB Portland'5, no later than Monday, July 31, 2017

Delivery Time: No later than close of business on the above listed date

Delivery Location: Delivery shall be made to Antoinette Hatfield Hall, 1111 SW Broadway, Portland, OR 97205

Requirements include:

1. Delivery contractor must contact Portland'5 at least 24 hours in advance of physical delivery
2. LIFT GATE SERVICE REQRUED. No dock is available, only street level delivery.

MERC Staff Report

Agenda Item/Issue: For the purpose of selecting Hollywood Lights, Inc. for the lighting system replacement project in the Newmark Theater and Dolores Winningstad Theater at Portland's Centers for the Arts

Resolution No. 17-10

Date: April 5, 2017

Presented by: Robyn Williams

Background: Portland's Centers for the Arts (Portland's) seeks approval of a Goods and Supply contract to purchase new lighting system equipment for the Newmark Theater and the Dolores Winningstad Theater at Antoinette Hatfield Hall. Specifically, the purchase will support the replacement of all stage and house lighting dimmers, controls and fixtures for the Newmark Theater and replacement of house lighting dimmers, controls and fixtures for the Dolores Winningstad Theater. Existing lighting systems date back to the opening of Antoinette Hatfield Hall in 1987 and are not only obsolete, but are highly energy inefficient. This is for equipment only due to lead time required to obtain equipment. Installation will be bid next fiscal year and is included in the FY 18 budget.

In January 2017, MERC and Metro staff prepared and distributed a Request for Bid (RFB) in accordance with MERC's Purchasing and Contracting Rules as well as Metro Policy and any and all state (ORS) requirements. In addition to public postings in media, including the Skanner and Portland Tribune, the RFB was posted on the Oregon Procurement Information Network (ORPIN). Additionally, staff alerted 11 former or interested providers.

Staff received qualified bids from two local companies, neither of which is COBID certified. Hollywood Lights, Inc, in Southeast Portland was the low bidder.

The Goods and Supply contract is for 180 days from April 15, 2017 to October 15, 2017.

Fiscal Impact: Through the annual budget process, this Capital Renewal and Replacement project is budgeted and has been reviewed and approved by the Commission.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No. 17-10, approve the selection of Hollywood Lights, Inc. as the most responsive bidder for Goods and Supplies for the Newmark Theater and Deolores Winningstad Theater stage and house lighting replacement project, and authorize the General Manager to execute contracts between MERC and Hollywood Lights, Inc to provide these materials for Portland's Centers for the Arts.