

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 17-41**

For the purpose of approving the contract with Outlaw Lighting for the Oregon Convention Center's "Audio Visual Equipment Rentals" and authorizing the General Manager of Visitor Venues to execute the contract.

**WHEREAS**, the Oregon Convention Center (OCC) provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

**WHEREAS**, OCC Production Services provides an increasingly strong revenue stream and remains an asset to the OCC; and

**WHEREAS**, the production services industry relies heavily on technology and OCC hosts multiple shows at a time, making it necessary to have multiple pieces of equipment available; and

**WHEREAS**, technology evolves rapidly, equipment quickly falls behind standard, and maintaining a stock of industry standard equipment requires multiple, ongoing, high-cost purchases; and

**WHEREAS**, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment and Temporary Staffing;" and

**WHEREAS**, MERC received multiple responses to the solicitation including a response from Outlaw Lighting and has executed contracts with various other vendors; and

**WHEREAS**, staff estimates that the contract with Outlaw Lighting will exceed \$150,000 over the next five years in an amount not to exceed \$660,000.00; and

**WHEREAS**, this equipment rental contract allows the OCC to augment owned equipment, provide solutions to specialized equipment requests by clients, and provide related audio video services; and

**WHEREAS**, staff recommend approval of this contract as the equipment rentals provided will generate net revenue for OCC and OCC will pay associated equipment rental and service fees through the annually adopted OCC Audio Visual operating budget.

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

1. Approves the contract with Outlaw Lighting, for an amount not to exceed \$660,000.00 for "Audio Visual Equipment Rental" in the form substantially similar to the attached Exhibit A.
2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on December 6, 2017.

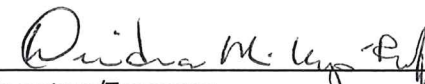
Approved as to form:

Alison R. Kean, Metro Attorney

  
Chair

By: 

Nathan A. Schwartz Sykes, Deputy Metro Attorney

  
Secretary/Treasurer

## MERC STAFF REPORT

**Agenda Item:** For the purpose of approving the contract with Outlaw Lighting for the Oregon Convention Center's "Production Services Equipment Rentals" and authorizing the General Manager of Visitor Venues to execute the contract.

**Resolution No:** 17-41

**Date:** December 6, 2017

**Presented by:** Craig Stroud, Executive Director

**BACKGROUND:** The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients. Production services includes set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set-up, operate and remove equipment is an important part of these services. Production services is a growing business line for OCC and an important aspect of client events.

The production services and audio visual industry relies heavily on technology and the OCC often hosts multiple shows simultaneously. Technology in the audio visual industry innovates rapidly, with equipment quickly falling behind industry standard. The OCC invests in a quantity of audio visual equipment to provide a baseline of services and to meet typical client needs. To augment owned equipment, provide solutions for specialized equipment requests, and to provide related audio video services, OCC contracts with audio visual equipment and service providers, such as Outlaw Lighting. In these circumstances, OCC clients contract with OCC for production services and the OCC subcontracts with outside businesses for the necessary equipment and services to meet the client's requests.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for audio visual event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro Policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experiences working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Outlaw Lighting requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

**FISCAL IMPACT:** OCC equipment rentals from Outlaw Lighting will generate net revenues for OCC. OCC Production Services will invoice clients for specific equipment and services provided, including those instances where Outlaw Lighting is providing equipment or services as a subcontractor. OCC will pay associated subcontractor equipment rentals or service fees from the OCC's annual Audio Visual operating budget, pending adoption each budget year through the contract term of September 20, 2022.

**RECOMMENDATION:** Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution 17-41, approve the contract award and written contract (attached hereto) with Outlaw Lighting, for an amount not to exceed six hundred, sixty thousand dollars and 00/100 (\$660,000.00) for the Oregon Convention Center's Production Services Equipment Rentals and authorize the General Manager of Visitor Venues to execute the contract.

# RENTAL AGREEMENT

**Contract: 208042**

This Rental Agreement is entered into as of the above date by and between Metropolitan Exposition Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, OR 97232 and referred to herein as "MERC" and **Outlaw Lighting**, referred to herein as "Contractor" whose principal place of business is **204 SE 134<sup>th</sup> PL., Portland, Oregon 97233**, and whose phone number is **(503) 888-4182**.

This Agreement shall include and be subject to the following terms and conditions:

- 1. CONTINUING RENTAL AGREEMENT:** The term of this Agreement shall be for the period commencing **December 6, 2017**, through and including **December 5<sup>th</sup> 2022**, unless earlier terminated as provided in this Agreement. Contractor and MERC agree that this Agreement shall apply to any rental of Property by MERC from Contractor during the term, even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity or either party executing a new Agreement.
- 2. DESCRIPTION OF PROPERTY:** The equipment ("Property") subject to this Agreement shall be the specific items of Property listed on the Equipment Schedule or Property Rental Receipt prepared by Contractor and given to MERC at the time of delivery of the Property to MERC or to a third party at the direction of MERC. Such Equipment Schedule and or Property Rental Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. Both parties shall be responsible for determining that the Property delivered is in accordance with the Equipment Schedule or Property Rental Receipt and notify the other part immediately of any discrepancy thereon.
- 3. USE OF PROPERTY:** MERC will take all necessary precautions during the use or storage of the Property to protect the Property and all persons using the Property from injury or damage. MERC shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Contractor and MERC shall not deface, remove or cover any name plate on the Property showing Contractor's name and identification or that of the manufacturer. All Property shall be used in accordance with the manufacturer's operating instructions as well as applicable federal, state or local laws or ordinances.
- 4. INSPECTION/WARRANTY:** MERC shall inspect the Property immediately on delivery and shall notify Contractor at that time if MERC determines that the Property is not in good working condition. Contractor guarantees that all Property delivered to MERC will be in good working condition and so long as MERC is not in breach of this agreement Contractor shall repair or replace any equipment that fails to operate in accordance with the manufacturer's specifications.
- 5. RISK OF LOSS:** From the delivery of the Property to MERC until its return to Contractor, MERC shall bear the risk of loss and/or damage to the Property. In the event the Property rented by MERC is transported or shipped, whether from Contractor to MERC, or to any third party or location, or upon its return to Contractor, or at anytime the risk of loss during that transport and shipment shall be solely Contractor's and Contractor shall continue to maintain insurance on the Property as provided herein. MERC shall have the right to reject any and all goods or services upon inspection. For purposes of this Agreement, MERC shall be deemed to have taken "delivery" of the Property from the time the Property is dropped off at the MERC facility, and a MERC employee accepted the shipment. MERC shall be deemed to have "returned" the Property when the Contractor or a representative from the Contractor picks the items up from the MERC facility.
- 6. TITLE AND OWNERSHIP:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. MERC specifically acknowledges the Contractor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- 7. LIABILITY/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 Agreement, and shall indemnify, defend and hold harmless METRO, MERC, 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 Agreement. Contractor is responsible for the acts and omissions of its agents, employees, subcontractors and/or representatives and for all claims.
- 8. TERMS OF RENTAL:** Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to MERC and the time it is "returned" to Contractor. MERC agrees to return the Property on the date and time specified on the equipment schedule. If MERC fails to return the Property by the return date specified unless not returned for reasons outside of MERC's control or due to fault of Contractor, MERC will be liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 10AM on the due date. The rental fee payable for any item of Property shall be the amount specified in writing by Contractor in a rental quote provided to MERC prior to the Property delivery. MERC may terminate this Agreement 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.
- 9. PAYMENT AND CHARGES:** Payment shall be on a unit price previously set forth in an agreed upon rental quote, and 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, rental quote date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The MERC contract number shall be referenced in the email subject line. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
- 10. 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

MERC; 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) 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. MERC, Metro, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. 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.

**11. MISCELLANEOUS:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions. 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.

By signing Contractor and MERC agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Metropolitan Exposition Recreation Commission

Outlaw Lighting

X \_\_\_\_\_  
Authorized Representative of MERC

X \_\_\_\_\_  
Authorized Representative of Contractor

\_\_\_\_\_  
Please Type or Print Name:

\_\_\_\_\_  
Please Type or Print Name: