

MEETING DATE: 07/14/08

AGENDA ITEM: Award of Contracts for Various Services Associated with the Production of the Fiesta La Ballona in Veterans Memorial Park in 2008 and in 2009.

ATTACHMENTS

	<u>Pages</u>
1. Bid received from United Site Services of California	1 – 13
2. Bid received from Classic Tents	14 - 25
3. Bid received from Avalon Tent & Party	26 – 40
4. Bid received from MEI, McNally Enterprises, Inc.	41 – 59
5. Bid received from Technology Artists	60 - 74

Copy
Attachment 1

NOTICE REQUESTING PROPOSALS

Bid Number 1383

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

**REQUEST FOR PROPOSALS TO PROVIDE, INSTALL & REMOVE PORTA
POTTIES, HAND AND DISH WASHING STATIONS AND FENCING FOR THE
CITY OF CULVER CITY.**

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and bid documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than 3:00 p.m. on Thursday, May 15, 2008, at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Ela Valladares, Deputy City Clerk

Published in The Culver City News on May 1, 2008

REQUEST FOR PROPOSAL #1383

FURNISH, DELIVER AND INSTALL PORTA POTTIES HAND AND DISH WASHING STATIONS AND FENCING FOR CITY OF CULVER CITY

The City of Culver City is requesting sealed proposals to furnish, deliver and install porta potties, hand and dish washing stations and fencing for the annual La Ballona Festival at a site located in Veterans Memorial Park.

Submission of a bid will be deemed a binding offer to enter into an agreement on the terms contained therein for ninety (90) days from the bid opening. The award, if any, will be made to the best responsible bidder(s) offering the most advantageous terms.

The City of Culver City reserves the sole right to accept or reject any proposal, to waive minor irregularities, to reject all proposals or to require oral presentations of one or more applicants for the purpose of discussion or negotiations. Nothing contained herein shall require the City to accept any proposals, or to waive any minor irregularities.

INTRODUCTION AND BACKGROUND

The location and popularity of Culver City as a host venue for various community events provides an outstanding marketing opportunity to serve a diverse clientele of various income levels. The annual number of visitors, which exceeds 100,000 per month during the summer, is evidence of the wide appeal which the park has for the residents of the City of Culver City, as well as the many neighboring cities bordering our community.

Each applicant should propose such economic and promotional terms it believes to be the best operational plan for the City's community-wide events.

- The Annual Fiesta La Ballona, held on Saturday, August 23, and Sunday, August 24, 2008.
- Representations made herein are the best information available to the City at the time of publication of the RFP. Bidders are advised to use their own best judgment and verify all statements to their own satisfaction.

SUMMARY OF TERMS AND CONDITIONS

Fee Per Carnival

Total Amount

• 10 each Deluxe Toilets @ \$	55-	each	\$	550-
• 2 each ADA – Handicap Toilets @ \$	85-	each	\$	170-
• 2 each Hot & Cold Sinks @ \$	375-	each	\$	750-
• 5 each Hand Washing Stations @ \$	65-	each	\$	325-
• 1 each Saturday Service @ \$	250-	each	\$	250-
• 1 each Sunday Service @ \$	250-	each	\$	250-
• 500 Feet 6X10 Fence Panels	1.15 per foot		\$	575-
• 100 Feet Windscreen	1.35 per foot		\$	135-

Total Amount (including applicable taxes, labor and materials) \$ 3005-

Contract Term

The Agreement will be awarded for a two (2) year period. At the Conclusion of this two (2) year period, the City may request a one (1) year extension, up to three (3) years if agreeable to both parties.

General Information

- All materials provided shall conform to state, county and municipal laws, ordinances, and regulations in all respects.
- Paper and cleaning products shall be biodegradable.
- Concessionaire shall comply with all OSHA and CALOSHA safety procedures and rules.
- In assuming responsibility contractor shall be responsible to provide skilled personnel, insuring their personal conduct, honesty, health, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire)
- The contractor will be responsible for obtaining all necessary permits and licenses, including Los Angeles County Health Department permits, for each event.
- All contracts are subject to City Council approval.

Minimum Qualifications for Applicants

- Applicants must have a minimum of five (5) years.
- Applicants must be a business entity currently doing business as a provider of porta potties, hand washing stations and fencing under the same organizational structure and name as listed on their application.
- Applications must not have previously defaulted on a contract for any reason including, but not limited to, non-payment of rent, taxes, or violation of health and sanitary codes.

SUBMITTAL OF PROPOSAL AND CONDITIONS

1. Applicant may submit a sealed proposal up to 3:00 p.m. on Thursday, May 15, 2008 to the CITY CLERK.

Each bid shall be submitted in a sealed envelope addressed to:

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

And clearly marked:

Scaled Bid # 1383 Porta Potties, Hand washing Stations & Fencing
Opening Date: Thursday, May 15, 2008

The proposal must be signed in ink by the person or persons duly authorized to sign the proposal. In the case of a corporation, the titles of the officers signing must be stated.

2. Bidders must file, along with the bid proposal, a fully completed Bidder's Check List of Attachments. Failure to provide these supplemental documents may disqualify the bidder, as it is of the utmost importance for each of these background areas to be provided in order for effective evaluation to be made. When completed, the check list information shall be verified, under penalty of perjury, that the statements therein are true to the best of the bidder's knowledge and belief. If the bidder is a partnership, all partners must sign the forms.

3. Bids are to be made only on the basis of the Request for Proposal and shall conform to the requirements of these instructions.

4. Each applicant shall submit with his proposal a typical pricing range for porta potties, hand and dish washing stations and fencing.

5. Each applicant shall submit with his proposal an affidavit of his ability to provide the following insurances: a certificate of liability insurance in the amount of 1 million (\$1,000,000) dollars per individual incident single limit liability minimum coverage. Naming the City Additionally Insured; Auto liability with limits of \$250,000 per person, \$500,000 per occurrence and combined single limit of \$1,000,000; Worker's Compensation Insurance: as required by State Statues.

6. Any bids may be withdrawn at time prior to the hour fixed for the opening of bids, provided that a request in writing executed by the bidder or their duly authorized representative, for the withdrawal of such bid is filed with the Purchasing Officer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. No telegraphic bid or telegraphic modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

7. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- a) A mistake was made.
- b) The bidder gave the public entity written notice within five days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred.
- c) The mistake made the bid materially different than the bidder intended it to be.
- d) The mistake was made filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading plans or specifications.

8. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

9. The bid award, if one is made, will be made on approval of the City Council, which reserves the right to reject any and all bids. The lease agreement is subject to the approval of the City Council and is not binding to the City or the successful bidder until such approvals are obtained.

Should the successful applicant incur expenditures for materials, supplies and equipment or for any other costs in advance of the City signing the concession agreement, such expenditures and costs shall be considered as having been done at his own risk and expense and shall not obligate the City in any way.

10. Submission of a bid shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.

11. All applicants will have the opportunity to obtain the results of this request for proposal after (30) days from the published closing date. These results must be requested in writing to the Purchasing Officer.

12. Applicants shall be presumed to understand all of the terms, conditions, and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the event area.

13. If there are any problems or questions about filling out the forms, or relating to bid procedures or the evaluation of bids, assistance may be obtained from the Project Manager, Pamela Robinson, (310) 253-6632, or the Purchasing Officer at (310) 253-6552.

INSURANCE & HOLD HARMLESS REQUIREMENTS

Mechanics of the Bid Procedure. Agreement to these items shall not, by itself, constitute an agreement between parties. These items are intended to provide guidance to prospective bidders and will be binding upon the bidder should the bid be accepted and an agreement executed between parties.

Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City and/or Redevelopment Agency, in proportionate part to the successful bidder's relative fault, (including its officers and employees) for/from any and all judgments *claims or actions of any kind presented*, entered into, against the City and/or Redevelopment Agency arising out of the vendor's (including vendor's employees, representatives, products and subcontractors), negligent performance under this agreement, excepting only such claims or actions which may arise out of *sole* negligence of the City and/or Redevelopment Agency, or any third parties not acting on behalf of, at the direction of, or under the control of the successful bidder.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$200,000 per occurrence; or
 - (c) Combined single limit of \$1,000,000 per occurrence.
3. Workers' Compensation Insurance: as required by State Statutes.
4. City of Culver City and/or Redevelopment Agency to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's and/or Redevelopment Agency interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and/or Redevelopment Agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or Redevelopment Agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. Purchase Order/s will not be issued until completed paperwork is received and approved.
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. (10 days for non-payment)
6. Insurance policies to be in a form and written through companies acceptable to the City and/or Redevelopment Agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Bid Submitted by:

Company name: United Site Services of California, Inc.
By: Shelley Cheney
Address: 4511 N. Rowland Ave.
Title: Account Rep
City/State/Zip: El Monte, CA 91731
Date: 5-12-08
Ph.: (626) 6983130 OR (626) 975-7892
Fax: (626) 454-5916

Please Fill In Terms & Delivery:

Terms: N/A %, N/A days, net N/A days; Or Net 30 days.

Delivery: To be made on or before: 8/23/08 or * days after receipt of order. * Based on customer's requested delivery date with 2 business days notice.

Terms:

1. The City of Culver City and/or Redevelopment Agency reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder.
 2. In case of default, the City of Culver City and/or Redevelopment Agency may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs.
 3. Samples, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, will be returned at bidder's cost, if requested.
 4. Quote on each item separately. All or none bids may not be acceptable.
 5. During the performance of this contract, the vendor/contractor warrants that it will provide equal employment opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to, or because of, race, religion, creed, color, national origin, sex, age, physical handicap, or medical condition. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 6. The vendor/contractor warrants that it possesses legally adequate Workers' Compensation Insurance.
-

**City of Culver City
Department of Parks and Recreation**

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

If you are uncertain about any item, contact the Project Manager, Pamela Robinson (310) 253-6632 or Purchasing Officer, Margarita Lee (310) 253-6552.

- | | | | |
|----|------------------------------------|---------|--------|
| 1. | PROPOSAL | YES (✓) | NO () |
| | Submit with attachments | | |
| 2. | DESCRIPTION OF
PRIOR EXPERIENCE | YES (✓) | NO () |
| 3. | CERTIFICATE OF INSURANCE | YES (✓) | NO () |
| 4. | HOLD HARMLESS AGREEMENT | YES (✓) | NO () |
| 5. | OTHER PERTINENT MATERIAL | YES (✓) | NO () |
| | References | | |

CITY OF CULVER CITY
Bid # 1383 - Porta Potties, Hand and Dish Washing Stations & Fencing

SIGNATURE SHEET, AFFIDAVIT

I, Mark San Fratello

Deposed and say that I am Vice President

of United Site Services of California, Inc.

Company Name

4511 N. Rowland Ave. El Monte CA 91731

(Address)

(City)

(State)

(Zip)

(626) 698-3130 Sales Contact: Shelley Cheney

Whoever submits this proposal to the City of Culver City declares:

1. That he/she has read these specifications and has abided by and agrees to the conditions herein and has carefully read the specifications and do hereby propose to furnish all equipment required in accordance with the specifications and for the item totals listed in the bid schedule.
2. That this bid is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or caused any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit this bid.

Mark San Fratello
(Signature)

5/13/08

(Date)



Main Office: 4511 N. Rowland Ave. • El Monte, CA 91731

Phone: (800) 638-1233

Fax: (626) 454-5916

www.unitedsiteservices.com

Dear Sir or Madame,

United Site Services understands events. We have built our national business to service events better than anyone and will work to ensure your event is a success. From your first call to us through the excitement of the event and the final clearing of the site, we will make sure you and your guests are satisfied.

Our customers and experience includes, the Tournament of Roses Parade, California Speedway, Omega Events, Coachella Music Festival, and numerous city events, including the Culver City Exchange Club Car Show and 4th Of July event. All of these customers and festivals have found our company to be easy to work with, efficient, attentive, personal, and reasonably priced.

Attached is a list of our references. Please feel free to call on them or myself anytime.

Sincerely,

A handwritten signature in cursive script that reads "Shelley Cheney".

Shelley Cheney

Special Events Account Representative

United Site Services

626-975-7892 – cell

626-698-3130 – direct dial

800-638-1233 – office

626-454-5916 – fax



Main Office: 4511 N. Rowland Ave. • El Monte, CA 91731

Phone: (800) 638-1233 Fax: (626) 454-5916

www.unitedsiteservices.com

References

California Speedway
9300 Cherry Ave.
Fontana, CA
Justin Bentley
909-429-5308

Route 66
201 N. E Street, Suite 103
San Bernardino, CA
Shelly McNaul
909-889-3980

Tournament of Roses
391 South Orange Grove Blvd.
Pasadena, CA
Marc Ladesich
626-685-2777

Goldenvoice
5750 Wilshire Blvd.
Los Angeles, CA
Kevan Wilkins
323-930-7100

Christopher Street West
7551 Sunset Blvd., Suite 201
Los Angeles, CA
Mike Iacono
323-969-8302

Rose Bowl
1001 Rose Bowl Drive
Pasadena, CA
Julie Benivadez
626-577-3206

Harley Davidson Love Ride
Rowland and Associates
12023 1/2 Ventura Blvd.
Studio City, CA
818-509-3080

Sharp Seating Company
P.O. Box 68
Pasadena, CA
Sindi Riboli
626-795-4171

Adamson House
23200 Pacific Coast Hwy
Malibu, CA
310-457-8185

Culver City Exchange Club
10801 Washington Blvd.
Culver City, CA
323-646-0163 - Xavier

Event Solutions
3975 Landmark Street
Culver City, CA 90232
Sally Bastian
310-815-2440 x 105

Team Play Events
2854 Triunfo Canyon Road
Westlake Village, CA
Valerie Cox
213-999-0899

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/13/08												
PRODUCER Integro USA Inc. dba Integro Insurance Brokers 3 Times Square 9th Floor New York, NY 10036	1-212-295-8000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED UNITED SITE SERVICES OF CALIFORNIA INC. 4511 N. ROWLAND AVE. EL MONTE, CA 91731	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins. Co.		INSURER B: Liberty Insurance Corporation		INSURER C:		INSURER D:		INSURER E:	
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INSURER B: Liberty Insurance Corporation														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	TR2-641-435338-027	11/03/07	11/03/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS	AS2-641-435338-037	11/03/07	11/03/08	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WA7-64D-435338-017	11/03/07	11/03/08	☒ WC STATUTORY LIMITS ☐ OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Culver City Bid 1383

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTICE REQUESTING PROPOSALS

RFP # 1382

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

REQUEST FOR PROPOSALS TO PROVIDE, INSTALL & REMOVE TENTS, BOOTHES AND STAGING FOR OUTDOOR EVENTS

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than 3:00 p.m. on **Thursday, May 15, 2008**, at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Ela Valladares, Deputy City Clerk

REQUEST FOR PROPOSAL #1382

CITY OF CULVER CITY TENTS, BOOTHS & STAGING

The City of Culver City is requesting sealed proposals from carnival tent & booth providers to provide tents, booths & staging for city-wide festivals each year at a site located in Veterans Memorial Park. The provisions of the agreement will include providing installation and removal of a minimum number of specified tents and booths.

Submission of a bid will be deemed a binding offer to enter into an agreement on the terms contained therein for ninety (90) days from the bid opening. The award, if any, will be made to the best responsible bidder(s) offering the most advantageous terms.

The City of Culver City reserves the sole right to accept or reject any proposal, to waive minor irregularities, to reject all proposals or to require oral presentations of one or more applicants for the purpose of discussion or negotiations. Nothing contained herein shall require the City to accept any proposals, or to waive any minor irregularities.

INTRODUCTION AND BACKGROUND

The location and popularity of Culver City as a host venue for various community events provides an outstanding marketing opportunity to serve a diverse clientele of various income levels. The annual number of visitors, which exceeds 100,000 per month during the summer, is evidence of the wide appeal which the park has for the residents of the City of Culver City, as well as the many neighboring cities bordering our community.

It is the desire of the City of Culver City to solicit proposals from applicants who, in its sole discretion, show potential for providing tents, booths and staging that are attractive, functional and which meet the needs the City. Each applicant should propose such economic and promotional terms it believes to be the best operational plan for the City's community-wide events.

- The main festival-oriented event is the Annual Fiesta La Ballona, held the fourth weekend of August.
- Representations made herein are the best information available to the City at the time of publication of the RFP. Bidders are advised to use their own best judgment and verify all statements to their own satisfaction.

SUMMARY OF TERMS AND CONDITIONS

Contract Term

The Contract/Agreement will be awarded for a two (2) year period. At the Conclusion of this two (2) year period, contractor may request a one (1) year extension, up to three (3) years if agreeable to both parties.

General Information

Each festival shall include, at the minimum, the following:

- (A) At least (2) STAGE COVERS
- (B) At least (100) - 10x10 BOOTHS
- (C) 2 SHADE COVERS
- (D) 1 STAGE
- (E) 1 DANCE FLOOR

Each bidder's price shall include one company representative, who shall be the City's contact throughout the month of August, 2008. It shall be this representative's responsibility to walk the site of the Festival the week prior to the opening day to measure and layout the field to accommodate the number of tents, booths, staging and shade structures required based on information supplied by the City. The contractors representative shall also be on site during delivery and set-up to guarantee compliance with the agreed upon layout.

- All materials used shall conform to state, county and municipal laws, ordinances, and regulations in all respects.
- Contractor shall comply with all OSHA and CALOSHA safety procedures and rules.
- In assuming responsibility and exclusive control over the installation and removal of all equipment, the Contractor shall be responsible for providing skilled personnel, insuring their personal conduct, honesty, health, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire).
- The Contractor will be responsible for obtaining all necessary permits and licenses for each event.
- All contracts are subject to City Council approval.

Minimum Qualifications for Applicants

- Applicants must have a minimum of five (5) years experience in providing, installing and removing festival tents and booths.
- Applicants must be a business entity currently providing tent and booth installations and removal under the same organizational structure and name as listed on their application.
- Applications must not have previously defaulted on a contract for any reason including, but not limited to, non-payment of rent, taxes, or violation of health and sanitary codes.

SUBMITTAL OF PROPOSAL AND CONDITIONS

1. Applicant may submit a sealed proposal up to 3:00 p.m. on Thursday, May 15, 2008 to the CITY CLERK.

Each bid shall be submitted in a sealed envelope addressed to:

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

And clearly marked:

Sealed Bid # 1382 City of Culver City Festival Tents & Booths
Opening Date: Thursday, May 15, 2008

The proposal must be signed in ink by the person or persons duly authorized to sign the proposal. In the case of a corporation, the titles of the officers signing must be stated.

2. Bidders must file, along with the bid proposal, a complete financial statement and a fully completed Bidder's Check List of Attachments. Failure to provide these supplemental documents may disqualify the bidder, as it is of the utmost importance for each of these background areas to be provided in order for effective evaluation to be made. When completed, both the financial statement and the check list information shall be verified, under penalty of perjury, that the statements therein are true to the best of the bidder's knowledge and belief. If the bidder is a partnership, all partners must sign the forms.

3. Bids are to be made only on the basis of the Request for Proposal and shall conform to the requirements of these instructions.

4. Each applicant shall submit with his proposal a typical pricing range for tents, booths, staging and associated fees or charges.

5. Each applicant shall submit with his proposal an affidavit of his ability to provide the following insurances: a certificate of liability insurance in the amount of 1 million (\$1,000,000) dollars per individual incident single limit liability minimum coverage. Naming the City Additionally Insured; Auto liability with limits of \$250,000 per person, \$500,000 per occurrence and combined single limit of \$1,000,000; Worker's Compensation Insurance: as required by State Statues.

6. Any bids may be withdrawn at time prior to the hour fixed for the opening of bids, provided that a request in writing executed by the bidder or their duly authorized representative, for the withdrawal of such bid is filed with the Purchasing Officer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. No telegraphic bid or telegraphic modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

7. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- a) A mistake was made.
- b) The bidder gave the public entity written notice within five days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred.
- c) The mistake made the bid materially different than the bidder intended it to be.
- d) The mistake was made filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading plans or specifications.

8. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

9. The bid award, if one is made, will be made on approval of the City Council, which reserves the right to reject any and all bids. The lease and concession agreement is subject to the approval of the City Council and is not binding to the City or the successful bidder until such approvals are obtained.

Should the successful applicant incur expenditures for materials, supplies and equipment or for any other costs in advance of the City signing the concession agreement, such expenditures and costs shall be considered as having been done at his own risk and expense and shall not obligate the City in any way.

10. Submission of a bid shall be deemed a binding offer to enter into a contract in substantially the form attached hereto. Any proposed modifications to the Concession Agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Concession Agreement within ten (10) days after the Notice of Award.

11. All applicants will have the opportunity to obtain the results of this request for proposal after (30) days from the published closing date. These results must be requested in writing to the Purchasing Officer.

12. Applicants shall be presumed to understand all of the terms, conditions, and requirements of the lease and concession agreement as stated in the Specifications and to be thoroughly familiar with the concession area.

13. If there are any problems or questions about filling out the forms, or relating to bid procedures or the evaluation of bids, assistance may be obtained from the Project Manager, Pamela Robinson, (310) 253-6632, or the Purchasing Officer at (310) 253-6552.

INSURANCE & HOLD HARMLESS REQUIREMENTS

Mechanics of the Bid Procedure. Agreement to these items shall not, by itself, constitute an agreement between parties. These items are intended to provide guidance to prospective bidders and will be binding upon the bidder should the bid be accepted and an agreement executed between parties.

Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City and/or Redevelopment Agency, in proportionate part to the successful bidder's relative fault, (including its officers and employees) for/from any and all judgments claims or actions of any kind presented, entered into, against the City and/or Redevelopment Agency arising out of the vendor's (including vendor's employees, representatives, products and subcontractors), negligent performance under this agreement, excepting only such claims or actions which may arise out of sole negligence of the City and/or Redevelopment Agency, or any third parties not acting on behalf of, at the direction of, or under the control of the successful bidder.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$200,000 per occurrence; or
 - (c) Combined single limit of \$1,000,000 per occurrence.
3. Workers' Compensation Insurance: as required by State Statutes.
4. City of Culver City and/or Redevelopment Agency to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's and/or Redevelopment Agency interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and/or Redevelopment Agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or Redevelopment Agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. **Purchase Order/s will not be issued until completed paperwork is received and approved.**
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. **(10 days for non-payment)**
6. Insurance policies to be in a form and written through companies acceptable to the City and/or Redevelopment Agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Please Fill In Terms & Delivery:

Terms: 50 deposit, balance upon completion of install

Delivery: To be made on or before: event date or _____ days after receipt of order.

PRICING: *[It should be noted that the final number of tents and sizes of covers, stage and dance floor could change as the final layout is determined in August 2008]*

10x10x8 tents/booths with various colored tops = \$95 ea.

30x50x8 Dining Area shade cover = \$1050

20x30x8 shade cover, tied off to 20x30 stage = \$420
\$1520 (stage pricing if applicable)

Fire Safety Package = Included

24x12x3 Stage w/ steps on one side = \$820

24x24 Wood Dance Floor = \$1251

Terms:

1. The City of Culver City and/or Redevelopment Agency reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder.
2. In case of default, the City of Culver City and/or Redevelopment Agency may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs.
3. Samples, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, will be returned at bidder's cost, if requested.
4. Quote on each item separately. All or none bids may not be acceptable.
5. During the performance of this contract, the vendor/contractor warrants that it will provide equal employment opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to, or because of, race, religion, creed, color, national origin, sex, age, physical handicap, or medical condition. This provision applies to work or services performed or materials manufactured or assembled in the United States.

6. The vendor/contractor warrants that it possesses legally adequate Workers' Compensation Insurance.
-

**City of Culver City
Department of Parks and Recreation**

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

If you are uncertain about any item, contact the Project Manager, Pamela Robinson (310) 253-6632 or Purchasing Officer, Margarita Lee (310) 253-6552.

- | | | | |
|----|------------------------------------|---------|--------|
| 1. | PROPOSAL | YES (✓) | NO () |
| | Submit with attachments: | | |
| 2. | FINANCIAL STATEMENT | YES () | NO () |
| | Submit with attachments: | | |
| 3. | DESCRIPTION OF
PRIOR EXPERIENCE | YES (✓) | NO () |
| 4. | CERTIFICATE OF INSURANCE | YES (✓) | NO () |
| 5. | HOLD HARMLESS AGREEMENT | YES () | NO () |
| 6. | OTHER PERTINENT MATERIAL | YES (✓) | NO () |

**City of Culver City
Department of Parks and Recreation**

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

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- | | | | |
|----|------------------------------------|---------|--------|
| 1. | PROPOSAL | YES (✓) | NO () |
| | Submit with attachments: | | |
| 2. | FINANCIAL STATEMENT | YES () | NO (✓) |
| | Submit with attachments: | | |
| 3. | DESCRIPTION OF
PRIOR EXPERIENCE | YES (✓) | NO () |
| 4. | CERTIFICATE OF INSURANCE | YES (✓) | NO () |
| 5. | HOLD HARMLESS AGREEMENT | YES () | NO (✓) |
| 6. | OTHER PERTINENT MATERIAL | YES (✓) | NO () |

CITY OF CULVER CITY
Bid # 1382 - INSTALL & REMOVE TENTS, BOOTHS AND STAGING FOR
OUTDOOR EVENTS

SIGNATURE SHEET, AFFIDAVIT

I, MARK KOLTKO

Deposed and say that I am an EVENT CONSULTANT

Of - CLASSIC TENTS

540 HAWAII AVE TORRANCE CA 90503
(Address) (City) (State) (Zip)

(310) 328-5060
(Telephone Number, include area code)

Whoever submits this proposal to the City of Culver City declares:

1. That he/she has read these specifications and has abided by and agrees to the conditions herein and has carefully read the specifications and do hereby propose to furnish all equipment required in accordance with the specifications and for the item totals listed in the bid schedule.
2. That this bid is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or caused any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit this bid.

Mark O Koltko
(Signature)

5-13-08
(Date)

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

6/7/2008

DATE (MM/DD/YYYY)
12/14/2007

PRODUCER Lockton Companies, LLC-L. Los Angeles
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 1065220 Special Event Holding, Inc.
dba: Classic Party Rentals
11766 Wilshire Blvd., Ste. 350
Los Angeles CA 90025

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: St Paul Fire and Marine Insurance Co

24767

INSURER B: Zurich American Insurance Company

16535

INSURER C:

INSURER D:

INSURER E:

COVERAGES

CLAPA03 FF

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Deductible \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	CK00220086	12/15/2007	12/19/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Comp. Ded. \$1,000 ☒ Coll. Ded. \$1,000	CK00220086	12/15/2007	12/19/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ UMBRELLA FORM ☐ RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below OTHER	WC 9138064-01	6/7/2007	6/7/2008	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

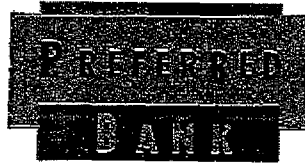
2891186

Evidence Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Attachment 3

May 5, 2008

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, Ca. 90232

Re: Avalon Tent & Party

Dear City Clerk,

Avalon Tent & Party has been a customer of Preferred Bank for 10 years. They have had access to a low six figure credit facility which they have handled as agreed. All accounts have been handled satisfactorily with no NSF items.

Should you require additional information please contact the undersigned. I have provided banking services to one of the principals, Fred Arkenberg, for over 30 years.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Oberholzer", written over a circular stamp or seal.

Bill Oberholzer

Senior Vice-President

May 12, 2008

City Purchasing Officer
4343 Duquesne Avenue
Culver City, CA
90232

Attn: Ela Valladares, Deputy City Clerk
RE: RFP #1382

The following is a brief list of event for which Avalon Tent & Party has provided similar quantities of tents and/or similar sizes of tents for:

Company:	Oakley	Contact: Gene Aguire
	1 Icon	Phone: (949)672-6849
	Foothill Ranch, CA	
	92610	

Brief Description of Company:

Oakley is one of the leading manufacturer's of eyewear, sports apparel and is one of the larges suppliers of specialty footwear and eyewear to the United States Special Forces.

Project: Semi-annual tent sale

Description: Installation of more than one-hundred tents and canopies at the companies headquarters in two days. Complete removal of all tents and canopies in one day.

Event Dates: November 2003, June 2004, November 2004, May 2005, November 2005, May 2006, November 2006

Company:	Verizon Wireless Amphitheatre	Contact: Matt Curto
	8808 Irvine Center Drive	Phone: (949)855-8095
	Irvine, CA	
	92618	

Brief Description of Company:

Verizon Wireless Amphitheatre is a premier outdoor concert venue which is owned and operated by Clear Channel Entertainment. Verizon Wireless Amphitheatre hosts numerous concerts, fairs and events ranging from the Orange County Philharmonic to Jimmy Buffet, Dave Mathew's Band and many others.

Projects: Various – KROQ Weenie Roast, KZLA Country Bash, Private party for Dave Mathew's band, The FISH 95.9, The Beat 100.3 Summer Jam....

Description: Installation of numerous tent and canopies form 10' x 10' canopies to large tension pole tents along with tables, chairs, stages and much more. We have been providing equipment for this venue since 1998 and continue to do so today.

Company: Newport Beach Breakers Contact: Scott Gwartz
A Division of World Team Tennis Phone: (714)352-6301
3195-C Airport Loop Drive
Costa Mesa, CA
92626

Brief Description of Company:

A world-class professional tennis organization which showcases the greatest tennis stars and legends the sport offers in an upbeat atmosphere, promoting audience participation and interaction.

Project: World Team Tennis, Newport Beach – competitive seasons 2004, 2005, 2006 and 2007

Description: Installation of numerous tents, more than 20,000 square feet of turf, 1000's of chairs and specialty tenting for private and corporate events.

Event Dates: Summer 2004, 2005, 2006, 2007

Company: Orange County Children's Book Festival Contact: Barry Ackerman
In Association with Orange Coast College Phone: (714)328-8622
3587 Birch Street
Newport Beach, CA
92660

Brief Description:

The Orange County Children's Book Festival is produced to promote children's literacy in Orange County

Project: Orange County Children's Book Festival 2004, 2005, 2006 & 2007

Description: The installation of more than one-hundred canopies and tents with sidewall, tables, chairs, staging and linen.

Company: Toshiba Classic Contact: Rich Thomas
3195-C Airport Loop Drive Phone: (949)660-1001
Suite A
Costa Mesa, CA
92626

Brief Description:

The Toshiba Classic is the most profitable, charitable, Senior PGA sanctioned tournament in the country which benefits HOAG Hospital with more than \$10 million dollars raised in ten years.

Project: Toshiba Classic 2004, 2005, 2006, 2007 & 2008

Description: The installation of more than one-hundred and twenty skyboxes, villas, canopies, tents and clearspan structures. With numerous tiered skybox

suites, hospitality villas and vendors, the installation requires more than five weeks and includes more than 60,000 square feet of turf and carpet, 30+ sets of double glass French doors, thousands of tables, chairs & barstools no to mention heaters, pipe & drape and much, much more. The installation requires detailed and precise workmanship while meeting specific deadlines and time constraints throughout the projects installation.

Event Dates: March 2004, 2005, 2006, 2007, 2008 with a contract through 2009 and an option for 2010.



AVALON
Tent & Party

20111 Ellipse
Foothill Ranch, CA 92610

"Covering your event rental needs from one end to the other."

Typical Pricing Range for Tents, Booths, Staging & Associated Fees or Charges

Description	Price/each or as stated
10 x 10 x 8 Canopy	\$52.00
Sidewall, 8'h, white/lineal ft.	\$1.00
Sidewall, 8'h, mesh/lineal ft.	\$1.75
Sidewall, 8'h, food booth/lineal ft.	\$2.25
Sidewall, half wall, 30'h x 10'l	\$7.50
30 x 50 x 8 canopy	\$658.00
20 x 30 x 8 canopy	\$263.20
Fire safety package*	\$22.50
Includes (1) fire extinguisher, (1) 'No Smoking' sign and (1) Exit sign	
24' x 12' x 3' stage with (1) step set	\$485.00
Guard rails - per panel	\$9.00
Stage skirt, velon/lineal foot	\$1.50
Black stage turf/sq. ft.	\$0.39
24' x 24' wood dance floor	\$576.00
Permits and licenses	Billed at cost +15%
Delivery (per truck/day)	\$75.00
Charges will be billed at \$47.50/manhour	

NOTICE REQUESTING PROPOSALS

RFP # 1382

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

REQUEST FOR PROPOSALS TO PROVIDE, INSTALL & REMOVE TENTS, BOOTHES AND STAGING FOR OUTDOOR EVENTS

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address; telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than 3:00 p.m. on **Thursday, May 15, 2008**, at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Ela Valladares, Deputy City Clerk

Published in The Culver City News on **May 1, 2008**

REQUEST FOR PROPOSAL #1382

CITY OF CULVER CITY TENTS, BOOTHS & STAGING

The City of Culver City is requesting sealed proposals from carnival tent & booth providers to provide tents, booths & staging for city-wide festivals each year at a site located in Veterans Memorial Park. The provisions of the agreement will include providing installation and removal of a minimum number of specified tents and booths.

Submission of a bid will be deemed a binding offer to enter into an agreement on the terms contained therein for ninety (90) days from the bid opening. The award, if any, will be made to the best responsible bidder(s) offering the most advantageous terms.

The City of Culver City reserves the sole right to accept or reject any proposal, to waive minor irregularities, to reject all proposals or to require oral presentations of one or more applicants for the purpose of discussion or negotiations. Nothing contained herein shall require the City to accept any proposals, or to waive any minor irregularities.

INTRODUCTION AND BACKGROUND

The location and popularity of Culver City as a host venue for various community events provides an outstanding marketing opportunity to serve a diverse clientele of various income levels. The annual number of visitors, which exceeds 100,000 per month during the summer, is evidence of the wide appeal which the park has for the residents of the City of Culver City, as well as the many neighboring cities bordering our community.

It is the desire of the City of Culver City to solicit proposals from applicants who, in its sole discretion, show potential for providing tents, booths and staging that are attractive, functional and which meet the needs the City. Each applicant should propose such economic and promotional terms it believes to be the best operational plan for the City's community-wide events.

- The main festival-oriented event is the Annual Fiesta La Ballona, held the fourth weekend of August.
- Representations made herein are the best information available to the City at the time of publication of the RFP. Bidders are advised to use their own best judgment and verify all statements to their own satisfaction.

SUMMARY OF TERMS AND CONDITIONS

Contract Term

The Contract/Agreement will be awarded for a two (2) year period. At the Conclusion of this two (2) year period, contractor may request a one (1) year extension, up to three (3) years if agreeable to both parties.

General Information

Each festival shall include, at the minimum, the following:

- (A) At least (2) STAGE COVERS
- (B) At least (100) - 10x10 BOOTHS
- (C) 2 SHADE COVERS
- (D) 1 STAGE
- (E) 1 DANCE FLOOR

Each bidder's price shall include one company representative, who shall be the City's contact throughout the month of August, 2008. It shall be this representative's responsibility to walk the site of the Festival the week prior to the opening day to measure and layout the field to accommodate the number of tents, booths, staging and shade structures required based on information supplied by the City. The contractors representative shall also be on site during delivery and set-up to guarantee compliance with the agreed upon layout.

- All materials used shall conform to state, county and municipal laws, ordinances, and regulations in all respects.
- Contractor shall comply with all OSHA and CALOSHA safety procedures and rules.
- In assuming responsibility and exclusive control over the installation and removal of all equipment, the Contractor shall be responsible for providing skilled personnel, insuring their personal conduct, honesty, health, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire).
- The Contractor will be responsible for obtaining all necessary permits and licenses for each event.
- All contracts are subject to City Council approval.

Minimum Qualifications for Applicants

- Applicants must have a minimum of five (5) years experience in providing, installing and removing festival tents and booths.
- Applicants must be a business entity currently providing tent and booth installations and removal under the same organizational structure and name as listed on their application.
- Applications must not have previously defaulted on a contract for any reason including, but not limited to, non-payment of rent, taxes, or violation of health and sanitary codes.

SUBMITTAL OF PROPOSAL AND CONDITIONS

1. Applicant may submit a sealed proposal up to 3:00 p.m. on Thursday, May 15, 2008 to the CITY CLERK.

Each bid shall be submitted in a sealed envelope addressed to:

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

And clearly marked:

Sealed Bid # 1382 City of Culver City Festival Tents & Booths
Opening Date: Thursday, May 15, 2008

The proposal must be signed in ink by the person or persons duly authorized to sign the proposal. In the case of a corporation, the titles of the officers signing must be stated.

2. Bidders must file, along with the bid proposal, a complete financial statement and a fully completed Bidder's Check List of Attachments. Failure to provide these supplemental documents may disqualify the bidder, as it is of the utmost importance for each of these background areas to be provided in order for effective evaluation to be made. When completed, both the financial statement and the check list information shall be verified, under penalty of perjury, that the statements therein are true to the best of the bidder's knowledge and belief. If the bidder is a partnership, all partners must sign the forms.
3. Bids are to be made only on the basis of the Request for Proposal and shall conform to the requirements of these instructions.
4. Each applicant shall submit with his proposal a typical pricing range for tents, booths, staging and associated fees or charges.
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7. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- a) A mistake was made.
- b) The bidder gave the public entity written notice within five days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred.
- c) The mistake made the bid materially different than the bidder intended it to be.
- d) The mistake was made filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading plans or specifications.

8. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

9. The bid award, if one is made, will be made on approval of the City Council, which reserves the right to reject any and all bids. The lease and concession agreement is subject to the approval of the City Council and is not binding to the City or the successful bidder until such approvals are obtained.

Should the successful applicant incur expenditures for materials, supplies and equipment or for any other costs in advance of the City signing the concession agreement, such expenditures and costs shall be considered as having been done at his own risk and expense and shall not obligate the City in any way.

10. Submission of a bid shall be deemed a binding offer to enter into a contract in substantially the form attached hereto. Any proposed modifications to the Concession Agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Concession Agreement within ten (10) days after the Notice of Award.

11. All applicants will have the opportunity to obtain the results of this request for proposal after (30) days from the published closing date. These results must be requested in writing to the Purchasing Officer.

12. Applicants shall be presumed to understand all of the terms, conditions, and requirements of the lease and concession agreement as stated in the Specifications and to be thoroughly familiar with the concession area.

13. If there are any problems or questions about filling out the forms, or relating to bid procedures or the evaluation of bids, assistance may be obtained from the Project Manager, Pamela Robinson, (310) 253-6632, or the Purchasing Officer at (310) 253-6552.

INSURANCE & HOLD HARMLESS REQUIREMENTS

Mechanics of the Bid Procedure. Agreement to these items shall not, by itself, constitute an agreement between parties. These items are intended to provide guidance to prospective bidders and will be binding upon the bidder should the bid be accepted and an agreement executed between parties.

Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City and/or Redevelopment Agency, in proportionate part to the successful bidder's relative fault, (including its officers and employees) for/from any and all judgments claims or actions of any kind presented, entered into, against the City and/or Redevelopment Agency arising out of the vendor's (including vendor's employees, representatives, products and subcontractors), negligent performance under this agreement, excepting only such claims or actions which may arise out of sole negligence of the City and/or Redevelopment Agency, or any third parties not acting on behalf of, at the direction of, or under the control of the successful bidder.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$200,000 per occurrence; or
 - (c) Combined single limit of \$1,000,000 per occurrence.
3. Workers' Compensation Insurance: as required by State Statutes.
4. City of Culver City and/or Redevelopment Agency to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's and/or Redevelopment Agency interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and/or Redevelopment Agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or Redevelopment Agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. Purchase Order/s will not be issued until completed paperwork is received and approved.
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. (10 days for non-payment)
6. Insurance policies to be in a form and written through companies acceptable to the City and/or Redevelopment Agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Please Fill In Terms & Delivery:

Terms: 2 %, 10 days, net 30 days; Or Net _____ days.

Delivery: To be made on or before: as mutually agreed upon or _____ days after receipt of order.

PRICING: *[It should be noted that the final number of tents and sizes of covers, stage and dance floor could change as the final layout is determined in August 2008]*

10x10x8 tents/booths with various colored tops = \$52.00 ea.

30x50x8 Dining Area shade cover = \$658.00/each

20x30x8 shade cover, tied off to 20x30 stage = \$263.20/each

Fire Safety Package = \$22.50/each

24x12x3 Stage w/ steps on one side = \$485.00/each

24x24 Wood Dance Floor = \$576.00/each

*** PLEASE REFER TO ATTACHED PRICE SHEET FOR ADDITIONAL PRICES & COSTS ASSOCIATED WITH THIS BID.**

Terms:

1. The City of Culver City and/or Redevelopment Agency reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder.
2. In case of default, the City of Culver City and/or Redevelopment Agency may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs.
3. Samples, if requested, must be furnished at the bidder's expense ~~and if not destroyed in testing or retained as a standard,~~ will be returned at bidder's cost, if requested.
4. Quote on each item separately. All or none bids may not be acceptable.
5. During the performance of this contract, the vendor/contractor warrants that it will provide equal employment opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to, or because of, race, religion, creed, color, national origin, sex, age, physical handicap, or medical condition. This provision applies to work or services performed or materials manufactured or assembled in the United States.

6. The vendor/contractor warrants that it possesses legally adequate Workers' Compensation Insurance.
-

**City of Culver City
Department of Parks and Recreation**

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

If you are uncertain about any item, contact the Project Manager, Pamela Robinson (310) 253-6632 or Purchasing Officer, Margarita Lee (310) 253-6552.

- | | | | |
|----|------------------------------------|---------|--------|
| 1. | PROPOSAL | YES () | NO () |
| | Submit with attachments: | | |
| 2. | FINANCIAL STATEMENT | YES () | NO () |
| | Submit with attachments: | | |
| 3. | DESCRIPTION OF
PRIOR EXPERIENCE | YES () | NO () |
| 4. | CERTIFICATE OF INSURANCE | YES () | NO () |
| 5. | HOLD HARMLESS AGREEMENT | YES () | NO () |
| 6. | OTHER PERTINENT MATERIAL | YES () | NO () |

CITY OF CULVER CITY
Bid # 1382 - INSTALL & REMOVE TENTS, BOOTHS AND STAGING FOR
OUTDOOR EVENTS

SIGNATURE SHEET, AFFIDAVIT

I, DAVID

Deposed and say that I am PRESIDENT

Of - AVALON TENT & PARTY CORPORATION

Company Name

7391 LAMPSON AVE GARDEN GROVE CA

(Address)

(City)

(State)

92841
(Zip)

(714) 230-3120

(Telephone Number, include area code)

Whoever submits this proposal to the City of Culver City declares:

1. That he/she has read these specifications and has abided by and agrees to the conditions herein and has carefully read the specifications and do hereby propose to furnish all equipment required in accordance with the specifications and for the item totals listed in the bid schedule.
2. That this bid is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or caused any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit this bid.


(Signature)

5/12/2008
(Date)

NOTICE REQUESTING PROPOSALS

RFP # 1387

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

**FURNISH DELIVER AND INSTALL SOUND SYSTEM FOR CITY OF CULVER CITY
FIESTA LA BALLONA**

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than 3:00 p.m. on **Thursday, May 15, 2008**, at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile proposals will not be accepted. Any bidder may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Ela Valladares, Deputy City Clerk

REQUEST FOR PROPOSAL #1383

FURNISH, DELIVER AND INSTALL SOUND SERVICES FOR THE CITY OF

CULVER CITY FIESTA LA BALLONA

The City of Culver City is requesting sealed proposals to furnish, deliver and install sound services for the annual La Ballona Festival at a site located in Veterans Memorial Park.

Submission of a bid will be deemed a binding offer to enter into an agreement on the terms contained therein for ninety (90) days from the bid opening. The award, if any, will be made to the best responsible bidder(s) offering the most advantageous terms.

The City of Culver City reserves the sole right to accept or reject any proposal, to waive minor irregularities, to reject all proposals or to require oral presentations of one or more applicants for the purpose of discussion or negotiations. Nothing contained herein shall require the City to accept any proposals, or to waive any minor irregularities.

INTRODUCTION AND BACKGROUND

The location and popularity of Culver City as a host venue for various community events provides an outstanding marketing opportunity to serve a diverse clientele of various income levels. The annual number of visitors, which exceeds 100,000 per month during the summer, is evidence of the wide appeal which the park has for the residents of the City of Culver City, as well as the many neighboring cities bordering our community.

Each applicant should propose such economic and promotional terms it believes to be the best operational plan for the City's community-wide events.

- The Annual Fiesta La Ballona, held on Saturday, August 23, and Sunday, August 24, 2008.
- Representations made herein are the best information available to the City at the time of publication of the RFP. Bidders are advised to use their own best judgment and verify all statements to their own satisfaction.

SUMMARY OF TERMS AND CONDITIONS

Fixed Price:

Total Amount (including applicable taxes, labor and materials) \$ 6599.00

Contract Term

The Agreement will be awarded for a two (2) year period. At the Conclusion of this two (2) year period, the City may request a one (1) year extension, up to three (3) years if agreeable to both parties.

General Information

- All materials provided shall conform to state, county and municipal laws, ordinances, and regulations in all respects.
- Contractor shall comply with all OSHA and CALOSHA safety procedures and rules.
- In assuming responsibility contractor shall be responsible to provide skilled personnel, insuring their personal conduct, honesty, health, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire)
- The contract shall be responsible for their own trash pick-up within the carnival set-up area, with sufficient disposable refuse bins provided by the city.
- The contractor will be responsible for obtaining all necessary permits and licenses for each event.
- All contracts are subject to City Council approval.

Minimum Qualifications for Applicants

- Applicants must have a minimum of five (5) years experience.
- Applicants must be a business entity currently doing business as a provider of sound systems under the same organizational structure and name as listed on their application.
- Applications must not have previously defaulted on a contract for any reason including, but not limited to, non-payment of rent, taxes, or violation of health and sanitary codes.

SOUND REINFORCEMENT SERVICES

Sound Reinforcement Services for the 2008 La Ballona Festival on Sat., Aug. 23, 11 a.m. to 9 p.m., and Sun., Aug. 24, 2008, 11 a.m. to 5 p.m.

Load in: Aug. 23, 8 a.m.

Load out: Aug. 24, starts at 5 p.m.

Sound System Package:

Equipment: 24 ch. Mixer, 4 compressor / limiters, 2 reverb / effects unit, 6 chs. Equalizers, CD / cassette player, 4 stacks tri-amplified house speaker system (4 mid-highs & 4 subs), 6 monitor speakers on 4 mixes, amplifiers, 16 microphones, 3 direct boxes, mic stands, power distribution system, cables.

Labor: One Sound Engineer, and One Assistant to deliver, set up, operate, and remove sound equipment when finished. (*Margarita – I took out the extra assistant on Sunday*)

Stage Lighting Package: 8 par lighting fixtures hung from the tent structure to Bounce light into the tent, 2 Source Four leko fixtures on stand for front light, dimmers, controller, cable.

Back Line Rental Package – one day charge for two day use.

Equipment: Yamaha 5 pc. Drum set with hardware, Zildjian 7 pc. Cymbal set, fender '65 Reissue Twin Reverb guitar combo amp, Fender Hot Rod Deville guitar combo amp, Gallien Krugar 800RB bass amp head, Hartke 4x10 bass speaker, Hartke 1x15 bass speaker, Kurzewil PC88 mx keyboard, Roland KC300 keyboard combo amp, keyboard stand, 4 guitar stands, guitar tuner.

Labor: Deliver and pick up.

SUBMITTAL OF PROPOSAL AND CONDITIONS

1. Applicant may submit a sealed proposal up to **3:00 p.m. on Thursday, May 15, 2008** to the CITY CLERK.

Each bid shall be submitted in a sealed envelope addressed to:

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

And clearly marked:

Scaled Bid # 1387 Sound System for Fiesta La Ballona
Opening Date: Thursday, May 15, 2008

The proposal must be signed in ink by the person or persons duly authorized to sign the proposal. In the case of a corporation, the titles of the officers signing must be stated.

2. Bids are to be made only on the basis of the Request for Proposal and shall conform to the requirements of these instructions.

3. Each applicant shall submit with his proposal an affidavit of his ability to provide the following insurances: a certificate of liability insurance in the amount of 1 million (\$1,000,000) dollars per individual incident single limit liability minimum coverage. Naming the City Additionally Insured; Auto liability with limits of \$250,000 per person, \$500,000 per occurrence and combined single limit of \$1,000,000; Worker's Compensation Insurance: as required by State Statues.

4. Any bids may be withdrawn at time prior to the hour fixed for the opening of bids, provided that a request in writing executed by the bidder or their duly authorized representative,

for the withdrawal of such bid is filed with the Purchasing Officer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. No telegraphic bid or telegraphic modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

5. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:-

- a) A mistake was made.
- b) The bidder gave the public entity written notice within five days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred.
- c) The mistake made the bid materially different than the bidder intended it to be.
- d) The mistake was made filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading plans or specifications.

6. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

7. The bid award, if one is made, will be made on approval of the City Council, which reserves the right to reject any and all bids.

Should the successful applicant incur expenditures for materials, supplies and equipment or for any other costs in advance of the City signing the agreement, such expenditures and costs shall be considered as having been done at his own risk and expense and shall not obligate the City in any way.

8. Submission of a bid shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.

9. All applicants will have the opportunity to obtain the results of this request for proposal after (30) days from the published closing date. These results must be requested in writing to the Purchasing Officer.

10. Applicants shall be presumed to understand all of the terms, conditions, and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the event area.

11. If there are any problems or questions about filling out the forms, or relating to bid procedures or the evaluation of bids, assistance may be obtained from the Project Manager, Pamela Robinson, (310) 253-6632, or the Purchasing Officer at (310) 253-6552.

INSURANCE & HOLD HARMLESS REQUIREMENTS

Mechanics of the Bid Procedure. Agreement to these items shall not, by itself, constitute an agreement between parties. These items are intended to provide guidance to prospective bidders and will be binding upon the bidder should the bid be accepted and an agreement executed between parties.

Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City and/or Redevelopment Agency, in proportionate part to the successful bidder's relative fault, (including its officers and employees) for/from any and all judgments claims or actions of any kind presented, entered into, against the City and/or Redevelopment Agency arising out of the vendor's (including vendor's employees, representatives, products and subcontractors), negligent performance under this agreement, excepting only such claims or actions which may arise out of sole negligence of the City and/or Redevelopment Agency, or any third parties not acting on behalf of, at the direction of, or under the control of the successful bidder.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$200,000 per occurrence; or
 - (c) Combined single limit of \$1,000,000 per occurrence.
3. Workers' Compensation Insurance: as required by State Statutes.
4. City of Culver City and/or Redevelopment Agency to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's and/or Redevelopment Agency interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and/or Redevelopment Agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or Redevelopment Agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. **Purchase Order/s will not be issued until completed paperwork is received and approved.**
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. (10 days for non-payment)
6. Insurance policies to be in a form and written through companies acceptable to the City and/or Redevelopment Agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Bid Submitted by:

Company name: McNally Enterprises Inc.
By: Scott Padrick - Production Manager
Address: 1670 North Main Street
Title: Production Manager
City/State/Zip: Orange, CA 92867
Date: May 10, 2008
Ph.: (714) 283 4280 www.me-i.com
Fax: (714) 283 4284 scott@me-i.com

Please Fill In Terms & Delivery:

Terms: 50 %, 10 days, net 10 days; Or Net _____ days.

Delivery: To be made on or before: _____ or _____ days after receipt of order.

Terms:

1. The City of Culver City and/or Redevelopment Agency reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder.
 2. In case of default, the City of Culver City and/or Redevelopment Agency may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs.
 3. Samples, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, will be returned at bidder's cost, if requested.
 4. Quote on each item separately. All or none bids may not be acceptable.
 5. During the performance of this contract, the vendor/contractor warrants that it will provide equal employment opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to, or because of, race, religion, creed, color, national origin, sex, age, physical handicap, or medical condition. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 6. The vendor/contractor warrants that it possesses legally adequate Workers' Compensation Insurance.
-

City of Culver City
Department of Parks and Recreation

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

If you are uncertain about any item, contact the Project Manager, Pamela Robinson (310) 253-6632 or Purchasing Officer, Margarita Lee (310) 253-6552.

- | | | | |
|----|------------------------------------|---|--------|
| 1. | PROPOSAL | YES ☒ | NO () |
| | Submit with attachments: | | |
| | Submit with attachments: | | |
| 2. | DESCRIPTION OF
PRIOR EXPERIENCE | YES ☒ | NO () |
| 3. | CERTIFICATE OF INSURANCE | YES ☒ | NO () |
| 4. | HOLD HARMLESS AGREEMENT | YES ☒ | NO () |
| 5. | OTHER PERTINENT MATERIAL | YES ☒ | NO () |

CITY OF CULVER CITY

Bid # 1387 Sound System for Fiesta La Ballona

SIGNATURE SHEET, AFFIDAVIT

I, Scott Padrick

Deposed and say that I am Production Manager

Of McNally Enterprises Inc.

1670 N Main Orange CA 92867
(Address) (City) (State) (Zip)

(714) 283 4280
(Telephone Number, include area code)

Whoever submits this proposal to the City of Culver City declares:

1. That he/she has read these specification and has abided by and agrees to the conditions herein and has carefully read the specifications and do hereby propose to furnish all equipment required in accordance with the specifications and for the item totals listed in the bid schedule.
2. That this bid is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or caused any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure as advantage over any other bidder.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit this bid.

[Signature]
(Signature)

05/10/08
(Date)



McNally Enterprises, Inc.
1670 N Main Street
Orange, CA 92667

Voice: (714) 283-4280
Fax: (714) 283-4284

Job provided on MAY 2 08 For:

Pamela Robinson

City Clerk

Sealed Bid #1387

9770 Culver Blvd.

Culver City, CA 90232

Phone: (310) 253-6632

Ext:

Fax:

Quote By: Scott Padrick

Our Job #: RP - 081290-1

Job Status: Inquiry

Purchase Order:

Job Site: Veterans Memorial Park

Room:

Address: Overland Avenue and Culver Boulevard

Culver City, CA 90230

Contact: () -

Ship Via: MEI

Return Via: MEI

Invoice To:

Terms: COD

Delivery	Saturday	AUG 23 08	08:00
Set Up By:			
Show Day 1	Saturday	AUG 23 08	11:00
Show Day 2	Sunday	AUG 24 08	11:00
Strike	Sunday	AUG 24 08	17:00

Description: Fiesta La Ballona

EQUIPMENT

QTY	Description	Duration	Unit Price	Extended
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Audio

1	32/12 Channel Audio Mixer Console	1.00 Day(s)	250.00	250.00
4	DBX 1066 Compressor/Limiter/Gate	1.00 Day(s)	45.00	180.00
2	Yamaha SPX 990 Multi Effects Processo	1.00 Day(s)	65.00	130.00
6	Ashley GQX3102 Stereo Graphic EQ	1.00 Day(s)	45.00	270.00
1	Denon DN 2000F Dual CD Player	1.00 Day(s)	30.00	30.00
1	Tascam 112 Single Cassette Deck	1.00 Day(s)	25.00	25.00
1	Kick Drum Mic	1.00 Day(s)	24.00	24.00
2	High Hat Mic x 2	1.00 Day(s)	24.00	48.00
3	Snare/Tom Tom Drum Mic x3	1.00 Day(s)	36.00	108.00
5	SM58 Lo-Z Cardioid Dynamic Mic	1.00 Day(s)	12.00	60.00
5	SM57 Lo-Z Cardioid Dynamic Mic	1.00 Day(s)	12.00	60.00
3	Direct Box	1.00 Day(s)	5.00	15.00
4	Short Mic Boom Silver	1.00 Day(s)	5.00	20.00
8	Silver Mic Boom	1.00 Day(s)	5.00	40.00
4	EAW SB528 dual 18" subwoofer cabinet	1.00 Day(s)	100.00	400.00
4	EAW KF-300 Speaker with ATM brackets	1.00 Day(s)	80.00	320.00
1	EAW AMP Rack	1.00 Day(s)	200.00	200.00
	EAW MX 300i System Crossover			
	1 QSC 1.8 Amp			
	2 QSC 4.0 Amp			
	1 Furman ACD-100 Power Distro			
6	QSC HPR 112i Powered Stage Monitors	1.00 Day(s)	125.00	750.00
4	Tall Black Round Base Mic Stand	1.00 Day(s)	5.00	20.00
1	#2 Banded Camlock 125'	1.00 Day(s)	60.00	60.00
12	36" Cable Ramp	1.00 Day(s)	15.00	180.00
	36" Cable Ramp			
1	Sound System Cable Package	1.00 Day(s)	150.00	150.00
1	Duzall 400 amp 12x120Ed- 6x240L6/SOCA	1.00 Day(s)	125.00	125.00



McNally Enterprises, Inc.
1670 N Main Street
Orange, CA 92867

Voice: (714) 283-4280
Fax: (714) 283-4284

Job provided on MAY 2 08 For:

Pamela Robinson

City Clerk

Sealed Bid #1387

9770 Cuiver Blvd.

Cuiver City, CA 90232

Phone: (310) 253-5632

Ext:

Fax:

Description: Fiesta La Ballona

EQUIPMENT

QTY	Description	Duration	Unit Price	Extended
-----	-------------	----------	------------	----------

Audio Subtotal: 3,465.00

Audio Discount: (1,791.22)

Audio Total: \$ 1,673.78

Lighting

2	ETI SCRimmer Skik 4 Channel 600 Watt Dim	1.00 Day(s)	25.00	50.00
1	SmartFade 1248	1.00 Day(s)	75.00	75.00
1	Lighting Cable Package	1.00 Day(s)	75.00	75.00
8	ETC PAR 575-750wt Ip W/clamp/safety/Gel Fr. Must specify lense	1.00 Day(s)	10.00	80.00
2	S4 750w-575w 26 deg w/clamp,safety,Gel fr.	1.00 Day(s)	25.00	50.00
2	50lb Baseplate for 1 1/2" Schd40 Pipe	1.00 Day(s)	5.00	10.00
2	10' x 1 1/2" Schd40 Black Steel Pipe	1.00 Day(s)	5.00	10.00

Lighting Subtotal: 350.00

Lighting Discount: (180.94)

Lighting Total: \$ 169.06

Backline

1	Yamaha 5 Piece Drum Kit w/ Zildjian 7	1.00 Day(s)	500.00	500.00
1	Fender '65 Reissue Twin Reverb Amp	1.00 Day(s)	95.00	95.00
1	Fender Hot Rod Deville Guitar Amp	1.00 Day(s)	95.00	95.00
1	Gallien Krugar 800RB Bass Amp Head	1.00 Day(s)	165.00	165.00
1	Hartke 4x10 Bass Speaker	1.00 Day(s)	95.00	95.00
1	Hartke 1x15 bass amp	1.00 Day(s)	95.00	95.00
1	Kurzweil PC88 mx keyboard	1.00 Day(s)	195.00	195.00
1	Roland KC300 Keyboard Combo Amp	1.00 Day(s)	95.00	95.00
1	Keyboard Stand	1.00 Day(s)	20.00	20.00
4	Guitar Stands	1.00 Day(s)	7.00	28.00
1	Guitar Tuner	1.00 Day(s)	25.00	25.00

Backline Subtotal: 1,408.00

Backline Discount: (727.84)

Backline Total: \$ 680.16

Equipment Subtotal: 5,223.00

Equipment Discount: (2,700.00)

Equipment Total: \$ 2,523.00

LABOR

Date	Time	QTY	Personnel/Task	Duration	Unit Price	Extended
AUG 23 08						
07:00	11:00	2	Labor2-Deliver / Setup	4.00 Hours	36.00	288.00
08:00	22:00	1	Audio Tech 1-Setup / Operate	8.00 Hours	60.00	480.00
			OT: 4.00 Hours	90.00		360.00



McNally Enterprises, Inc.
1670 N Main Street
Orange, CA 92867

Voice: (714) 283-4280
Fax: (714) 283-4284

Job provided on MAY 2 08 For:

Pamela Robinson

City Clerk

Sealed Bid #1387

9770 Culver Blvd.

Culver City, CA 90232

Phone: (310) 253-6632

Ext:

Fax:

Description: Fiesta La Ballona

LABOR

Date	Time	QTY	Personnel/Task	Duration	Unit Price	Extended
AUG 24 08	08:00	1	Audio Tech 2-Setup / Operate	DT: 2.00 Hours	120.00	240.00
				8.00 Hours	46.00	368.00
				OT: 4.00 Hours	69.00	276.00
				DT: 2.00 Hours	92.00	184.00
10:00	19:00	1	Audio Tech 1-Operate / Strike	8.00 Hours	60.00	480.00
				OT: 1.00 Hours	90.00	90.00
10:00	19:00	1	Audio Tech 2-Operate / Strike	8.00 Hours	46.00	368.00
				OT: 1.00 Hours	69.00	69.00
15:00	19:00	2	Labor2-Strike / Pickup	4.00 Hours	36.00	288.00

Labor Total: \$ 3,491.00

Labor Rates: Hourly: up to 8.00 hours straight time, 1.5x 8.00-12.00 hours, 2.0x after 12.00 hours per day.

Labor Rates: Daily: up to 0.00 hours straight time, 1.5x 0.00-0.00 hours, 2.0x after 0.00 hours per day.

MISCELLANEOUS

QTY	Description	Unit Price	Extended
2	B Trucking	250.00	500.00
1	Expendables Kit	85.00	85.00

Misc. Total: \$ 585.00

Job Grand Total: \$ 6,599.00



Founded in 1983 McNally Enterprises (MEI), has remained a family owned company, for the last few decades. Located in Orange, California we are centrally located to fit the needs of any Southern California event. We offer a knowledgeable full time staff, as well as large inventory of equipment, enabling us to offer you the best service always, even if something does go wrong. Our focus has always been on excellent customer service, as well as providing quality shows for everyone in our community.

Over the years MEI has come to be considered the industry leader in fashion show production, throughout the south west. With our success in the fashion industry, we have branched out to include other types of production. Corporate events, concerts, seminars, award galas, celebrity appearances, film and television shoots as well as private events of all sizes are now a part normal part of McNally's normal daily business. We currently provide services for over 400 events a year, including work for some famous award shows and multi national companies.

We look forward to serving you with the same quality work and dedication our clients have come to expect. Our best advertisement is the recommendations of happy customers.

Thank you for your interest in MEI.
Should you have any additional questions, please feel free to contact us at the below address.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2008PRODUCER (562)439-9731 FAX (562)439-4453
Hamman-Miller-Beauchamp-Deeble, Inc.
3633 East Broadway
P. O. Box 1520
Long Beach, CA 90801-1520THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED McNally Enterprises Inc.
1670 N. Main Street
Orange, CA 92867-3405

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE COMPANY

INSURER B: MERCURY INSURANCE GROUP

INSURER C: QBE INSURANCE CORPORATION

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	CL51332661	12/07/2007	12/07/2008	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	ACL1049874	12/13/2007	12/13/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				OTHER THAN EA ACC AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EACH OCCURRENCE \$
C	OTHER CONTRACTORS EQUIPMENT FLOATER - ALL RISK	2616356	12/07/2007	12/07/2008	AGGREGATE \$
	WC STATU-TORY LIMITS ☐ OTH-ER \$				
	E.L. EACH ACCIDENT \$				
	E.L. DISEASE - EA EMPLOYEE \$				
					E.L. DISEASE - POLICY LIMIT \$
					LEASED/BORROWED/RENT PROPERTY \$100,000 LIMIT/\$500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: QUOTE #081290 / FIESTA LA BALLONAADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY PER FORM GLS-150s 07/05 WHEN REQUIRED BY
WRITTEN CONTRACT, AGREEMENT, OR PERMIT.

*10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CITY OF CULVER CITY
AND/OR REDEVELOPMENT AGENCY
9770 CULVER BLVD.
CULVER CITY, CA 90232

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
Todd Miller/GOWENS

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CLS1444696	12/07/2007	McNally Enterprises, Inc.	04040

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I - COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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**MERCURY INSURANCE GROUP
CALIFORNIA AUTOMOBILE LIABILITY INSURANCE
IDENTIFICATION CARD**

MERCURY CASUALTY COMPANY

11

This insurance complies with CVC S16056, S16500.5

PROOF OF INSURANCE

NAMED INSURED **MCNALLY ENTERPRISES INC.**

POLICY NUMBER **AC 11049874** EFFECTIVE DATE **12/13/2007** EXPIRATION DATE **12/13/2008**

VEHICLE INSURED: YEAR **2005** MAKE **ISUZU** V.I. NUMBER **JALE5B16957900236**

PRODUCER **HAMMAN-MILLER-BEAUCHAMP** PRODUCER'S PHONE NUMBER **562-439-9731**

KEEP THIS CARD IN YOUR MOTOR VEHICLE WHILE IN OPERATION

**EXAMINE THE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY
PART OF YOUR INSURANCE POLICY.**

**NO COVERAGE IS PROVIDED BY THIS POLICY FOR THOSE PERSON(S) LISTED UNDER THE
DESIGNATED PERSON(S) COVERAGE EXCLUSION.**

ACORD®

CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
06/21/07

PRODUCER

AON RISK INSURANCE SERVICES WEST, INC
707 WILSHIRE BLVD., SUITE 2600
LOS ANGELES, CA 90017

213-630-3200

INSURED

Media Services
500 South Sepulveda Blvd., 4th Floor
Los Angeles, CA 90049THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

American Home Assurance Company

COMPANY

B

Commerce & Industry Insurance Company

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one Fire) MED EXP (Any one Person) COMBINED SINGLE LIMIT
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	See Attached	06/21/07	06/21/08	X WC Statutory Limit
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL	See Attached	06/21/07	06/21/08	EACH ACCIDENT 1,000,000 DISEASE - POLICY LIMIT 1,000,000 DISEASE - EACH EMPLOYEE 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Coverage for all states except: ND, OH, WA, WV and WY

For paid personnel of any Media Services payroll company working on project (s) for McNally Enterprises, Inc.

CERTIFICATE HOLDER

McNally Enterprises, Inc
1670 N. Main Street
Orange, CA 92867

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

Authorized Representative:

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**ADDENDUM TO CERTIFICATE
OF LIABILITY INSURANCE
POLICY PERIOD JUNE 21, 2007 THROUGH JUNE 20, 2008**

THIRD PARTY CLAIMS ADMINISTRATOR - FARA, Inc.

Policy Entity	Policy Number	Insurance Company
Emerald Payroll	WC0704047 (AOS)	Commerce & Industry Ins. Co.
Curiosity Payroll	WC0709962 (AOS)	American Home Assurance Co.
Quantos Payroll	WC0709963 (CA)	
Staff Payroll	WC709964 (FL&OR)	
New Dominion Payroll	WC0710006 (AOS) WC0710007 (CA)	Commerce & Industry Ins. Co.
Mass Media Services Radar Payroll	WC0710011 (AOS) WC711091 (CA) WC0711093 (FL&OR)	American Home Assurance Co.
Crescent City Payroll	WC0704049 (AOS)	American Home Assurance Co.
Film Payment Services	WC0704716 (CA)	
FPS Payroll	WC704717 (FL&OR)	
FSI Processing		
Movie Payroll		
Reel Payroll		
Cavern Productions, Inc.		
Current Film Services, Inc.		
Bi-Coastal Payroll	WC1241756 (AOS)	American Home Assurance Co.
Epicurean Services	WC1241755 (CA)	
Gulf Coast Payroll	WC0711810 (FL&OR)	
Maize-El		
Power Payroll		
Producers Payroll		
Production Processing		
Transcontinental Payroll – dba West Coast Extra		
Gila Productions, Inc.		
Guardian Film Payroll Services, Inc.		
Premier Payroll	WC0711531 (AOS) WC0711804 (CA) WC0711808 (FL&OR)	American Home Assurance Co.

The monopolistic states of North Dakota, Ohio, Washington, West Virginia or Wyoming are excluded from coverage on the above policies. Contact the Workers' Compensation Department, if evidence of coverage is required for your project in these states.

At least 3 business days prior to the following activities you must disclose to Media Services the following:

- Projects in foreign locations.
- Projects involving any special filming activity, including but not limited to stunts, aerial photography, under-water photography, pyrotechnics, the use of non-domestic animals, water craft or air craft.

Request work comp materials by email at workcompinfo@media-services.com

Contact Telephone Numbers: (310) 440-9675, (310) 440-9653, 310-471-9388 or 310-471-9347

* AOS – All Other States



TECHNOLOGY
ARTISTS ®

9900 Bell Ranch Drive, Suite 105, Santa Fe Springs, CA 90670 * fax (562) 903-9321 * phone (562) 903-0772

Attachment 5

Q U O T E in response to RFP # 1387

Date: May 12, 2008

Number: Q-CCPR-051208

For: Culver City Purchasing

Ship To Veterans Park

4343 Duquesne Ave.

Culver City, Calif.

Culver City, CA 90232, phone (310) 253-6550

Salesperson	P.O. Number	Date Needed	Shipped Via	F.O.B. Point	Terms
Jeff		see below	our truck	our shop	see below

Quantity	Description	Unit Price	Amount
----------	-------------	------------	--------

Sound Reinforcement Services for the 2008 La Ballona Festival on Sat., Aug. 23, 11 a.m. to 9 p.m., and Sun., Aug 24, 11 a.m. to 5 p.m.

Load In: Aug. 25, 8 a.m.

Load Out: Aug. 26, starts at 5 p.m.

Sound System Package

\$ 4,750.00

Equipment: 24 ch. mixer, 4 compressor / limiters, 2 reverb / effects units, 6 chs. equalizers, CD / cassette player, 4 stacks tri-amplified house speaker system (4 mid-highs & 4 subs), 6 monitor speakers on 4 mixes, amplifiers, 16 microphones, 3 direct boxes, mic stands, power distribution system, cables.

Labor: One Sound Engineer, and One Assistant to deliver, set up, operate, and remove sound equipment when finished.

Stage Lighting Package: 8 par lighting fixtures hung from the tent structure to bounce light into the tent, 2 Source Four leko fixtures on stand for front light, dimmers, controller, cable

250.00

Back Line Rental Package – one day charge for two day use

675.00

Equipment: Yamaha 5 pc. Recording Custom Drum set with hardware, Zildjian 7 pc. Cymbal set, Fender '65 Reissue Twin Reverb guitar combo amp, Fender Hot Rod Deville guitar combo amp, Gallien Kruger 800RB bass amp head, Hartke 4x10 bass speaker, Hartke 1x15 bass speaker, Kurzweil PC88mx keyboard, Roland KC300 keyboard combo amp, keyboard stand, 4 guitar stands, guitar tuner

Labor: Set up, and removal when finished.

Trucking – Delivery and Pick Up

250.00

Total for 2008 La Ballona Festival Sound Services:

\$ 5,925.00

Payment Terms: 10% Discount if paid COD, or Net 30 Days (COD price is \$ 5,332.50)

Notes:

- If awarded, the contract shall be for a minimum two-year period. Total price shown above is for each year's two-day festival. The price for the 2009 festival will remain the same as shown for 2008 as long as the equipment, labor, and job conditions remain the same.
- No accommodations were made to satisfy any special band contract riders / requirements. Additional charges may apply for any equipment or personnel that needs to be added that is above and beyond what is called out above.
- Customer shall provide proper security measures, including an overnight security watchman on the night of Aug. 23, to insure that our equipment will not be removed or tampered with.
- Customer is responsible for any of our equipment that is lost, stolen, or damaged by any other parties other than Technology Artists crew members. Customer is responsible for this provision from the time our equipment arrives at the event site at the designated load in time, to when our equipment truck leaves the event site with all our equipment at the end of the load out.
- Customer shall supply 6 dedicated 20 amp, 120 volt electrical power circuits at the stage for sound and stage lighting use only.

Quote Authorized By:

(Jeffrey D. Lee owner)

Please make checks payable to: Technology Artists

If you have any questions regarding this order, please call Jeff Lee, phone (562) 903-0772

Thank You for your Business !

LD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/13/08PRODUCER LIC #0544228 1-415-899-8088
INEX Insurance Services
P.O. Box 3005
Novato, CA 94948-2005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Technology Artists
9900 Bell Ranch Drive, Suite 105
Santa Fe Springs, , CA 90670

INSURER A: Fireman's Fund Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ BLANKET ADDITIONAL ☒ INSURED ENDORSEMENT GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	ABC80809579	11/20/07	11/20/08	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ HIRED AUTO PHYS DAM ☒ \$1,000 Deductibles C&C	ABC80809579	11/20/07	11/20/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	OTHER Equipment Floater All Risks - Worldwide Cov Replacement Cost Value	MSF70915869 Deductible of \$2,500	11/20/07	11/20/08	Replacement Cost V \$ 150,000 INCLUDING PROPERTY \$ OF OTHERS \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is Additional Insured and/or Loss Payee, as its interests may appear, respecting work performed by/operations of and/or property/equipment and/or vehicles (for liability only) borrowed, leased, or rented by Named Insured, as per attached Form B PW and Waiver endorsements.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Culver City and the
Culver City Redevelopment Agency
Susan Obrow
9770 Culver Blvd.

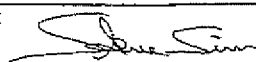
Culver City, CA 90232

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE BY MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE ADDRESS OF THE CERTIFICATE HOLDER. THIS NOTICE SHALL BE IN WRITING AND SHALL BE DATED AND SIGNED BY THE INSURER OR ITS AGENT. THIS NOTICE SHALL BE IN WRITING AND SHALL BE DATED AND SIGNED BY THE INSURER OR ITS AGENT. THIS NOTICE SHALL BE IN WRITING AND SHALL BE DATED AND SIGNED BY THE INSURER OR ITS AGENT.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: ABC80809579

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: City of Culver City and the
Culver City Redevelopment Agency
9770 Culver Blvd.

Culver City, CA 90232

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

POLICY NUMBER: ABC80809579

COMMERCIAL GENERAL LIABILITY
CG 24 04 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Culver City and the
Culver City Redevelopment Agency
9770 Culver Blvd.

Culver City, CA 90232

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/13/08

NAME OF INSURED: Technology Artists

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/14/08

PRODUCER LIC #0544228 1-415-899-8088
INEX Insurance Services
P.O. Box 3005
Novato, CA 94948-2005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER, END, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

INSURED
Technology Artists
9900 Bell Ranch Drive, Suite 105
Santa Fe Springs, , CA 90670

INSURER A: State Compensation Insurance Fund
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY PRO-JECT LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1737318-2007	05/16/07	05/16/08	WC STATU-TORY LIMITS OTH-ER
	excluding owners/sharehol				E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				\$
					\$
					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Culver City and the
Culver City Redevelopment Agency
Susan Obrow
9770 Culver Blvd.
Culver City, CA 90232

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A BASIS FOR CANCELLATION OF THE POLICY. THE POLICY SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EXPIRATION DATE OF THE POLICY. THE POLICY SHALL NOT BE CANCELLED BY THE INSURER WITHOUT THE WRITTEN CONSENT OF THE CERTIFICATE HOLDER. THE POLICY SHALL NOT BE CANCELLED BY THE INSURER WITHOUT THE WRITTEN CONSENT OF THE CERTIFICATE HOLDER. THE POLICY SHALL NOT BE CANCELLED BY THE INSURER WITHOUT THE WRITTEN CONSENT OF THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

[Signature]

65



**TECHNOLOGY
ARTISTS®**

9900 Bell Ranch Drive, Suite 105, Santa Fe Springs, CA 90670 * fax (562) 903-9321 * phone (562) 903-0772

Description of Prior Experience for Technology Artists

Technology Artists is a professional sound reinforcement, stage lighting, back line rental and video presentation company that has been serving the industry for 22 years.

A sample of municipal customers:

City of Agoura – Summer Concert Series

City of Culver City – Summer Sunset Concert Series, Fiesta La Ballona, The Art of ...
Music in the Chambers

Conejo Parks and Rec. (Thousand Oaks) – Summer Concert Series

City of Lancaster – Poppy Festival, Celebrate Downtown Festivals

City of Los Angeles – Salute to Recreation, Dia de Los Muertos Canoga Park

City of Santa Fe Springs

City of Pico Rivera

We have also worked with multi-national corporations, local businesses, community organizations, charity groups, independent event producers, and several thousand bands and performing groups.

For any additional information, please contact Jeff Lee at (562) 903-0772.

SUMMARY OF TERMS AND CONDITIONS

Fixed Price:

Total Amount (including applicable taxes, labor and materials) \$ 5,925.00

Contract Term

The Agreement will be awarded for a two (2) year period. At the Conclusion of this two (2) year period, the City may request a one (1) year extension, up to three (3) years if agreeable to both parties.

General Information

- All materials provided shall conform to state, county and municipal laws, ordinances, and regulations in all respects.
- Contractor shall comply with all OSHA and CALOSHA safety procedures and rules.
- In assuming responsibility contractor shall be responsible to provide skilled personnel, insuring their personal conduct, honesty, health, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire)
- The contract shall be responsible for their own trash pick-up within the carnival set-up area, with sufficient disposable refuse bins provided by the city.
- The contractor will be responsible for obtaining all necessary permits and licenses for each event.
- All contracts are subject to City Council approval.

Minimum Qualifications for Applicants

- Applicants must have a minimum of five (5) years experience.
- Applicants must be a business entity currently doing business as a provider of sound systems under the same organizational structure and name as listed on their application.
- Applications must not have previously defaulted on a contract for any reason including, but not limited to, non-payment of rent, taxes, or violation of health and sanitary codes.

SOUND REINFORCEMENT SERVICES

Sound Reinforcement Services for the 2008 La Ballona Festival on Sat., Aug. 23, 11 a.m. to 9 p.m., and Sun., Aug. 24, 2008, 11 a.m. to 5 p.m.

Load in: Aug. 23, 8 a.m.

Load out: Aug. 24, starts at 5 p.m.

Sound System Package: *[It should be noted that this is an estimate of the equipment required for the 2-day event, however once the artists have been selected this package could be expanded or reduced. The expectation is that the successful bidder will work with the City to either expand or reduce their price according to the needs of the artists.]*

Equipment: 24 ch. Mixer, 4 compressor / limiters, 2 reverb / effects unit, 6 chs.

Equalizers, CD / cassette player, 4 stacks tri-amplified house speaker system (4 mid-highs & 4 subs), 6 monitor speakers on 4 mixes, amplifiers, 16 microphones, 3 direct boxes, mic stands, power distribution system, cables.

Labor: One Sound Engineer, and One Assistant to deliver, set up, operate, and remove sound equipment when finished. (*Margarita – I took out the extra assistant on Sunday*) The Sound Engineer and Assistant will work with each artists as they set-up and breakdown according to their needs and will conduct sound checks prior to each performance.

Stage Lighting Package: 8 par lighting fixtures hung from the tent structure to Bounce light into the tent, 2 Source Four leko fixtures on stand for front light, dimmers, controller, cable.

Back Line Rental Package – one day charge for two day use.

Equipment: Yamaha 5 pc. Drum set with hardware, Zildjian 7 pc. Cymbal set, fender '65 Reissue Twin Reverb guitar combo amp, Fender Hot Rod Deville guitar combo amp, Gallien Krugar 800RB bass amp head, Hartke 4x10 bass speaker, Hartke 1x15 bass speaker, Kurzewil PC88 mx keyboard, Roland KC300 keyboard combo amp, keyboard stand, 4 guitar stands, guitar tuner.

Labor: Deliver and pick up.

SUBMITTAL OF PROPOSAL AND CONDITIONS

1. Applicant may submit a sealed proposal up to 3:00 p.m. on Thursday, May 15, 2008 to the CITY CLERK.

Each bid shall be submitted in a sealed envelope addressed to:

City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

And clearly marked:

Sealed Bid # 1387 Sound System for Fiesta La Ballona
Opening Date: Thursday, May 15, 2008

The proposal must be signed in ink by the person or persons duly authorized to sign the proposal. In the case of a corporation, the titles of the officers signing must be stated.

2. Bids are to be made only on the basis of the Request for Proposal and shall conform to the requirements of these instructions.

3. Each applicant shall submit with his proposal an affidavit of his ability to provide the following insurances: a certificate of liability insurance in the amount of 1 million (\$1,000,000) dollars per individual incident single limit liability minimum coverage. Naming the City

Additionally Insured; Auto liability with limits of \$250,000 per person, \$500,000 per occurrence and combined single limit of \$1,000,000; Worker's Compensation Insurance: as required by State Statutes.

4. Any bids may be withdrawn at time prior to the hour fixed for the opening of bids, provided that a request in writing executed by the bidder or their duly authorized representative, for the withdrawal of such bid is filed with the Purchasing Officer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. No telegraphic bid or telegraphic modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

5. Subsequent to the bid opening, a bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- a) A mistake was made.
- b) The bidder gave the public entity written notice within five days after the opening of the bids of the mistake; specifying in the notice, in detail, how the mistake occurred.
- c) The mistake made the bid materially different than the bidder intended it to be.
- d) The mistake was made filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading plans or specifications.

6. The City reserves the right to seek supplemental information from any bidder at any time between the dates of bid submission and the bid award. Such information will be limited to clarification or amplification of questions asked in the original bid. Any bidder may be subject to personal interview and inspection of their business premises prior to award.

7. The bid award, if one is made, will be made on approval of the City Council, which reserves the right to reject any and all bids.

Should the successful applicant incur expenditures for materials, supplies and equipment or for any other costs in advance of the City signing the agreement, such expenditures and costs shall be considered as having been done at his own risk and expense and shall not obligate the City in any way.

8. Submission of a bid shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful bidder and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.

9. All applicants will have the opportunity to obtain the results of this request for proposal after (30) days from the published closing date. These results must be requested in writing to the Purchasing Officer.

10. Applicants shall be presumed to understand all of the terms, conditions, and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the event area.

11. If there are any problems or questions about filling out the forms, or relating to bid procedures or the evaluation of bids, assistance may be obtained from the Project Manager, Pamela Robinson, (310) 253-6632, or the Purchasing Officer at (310) 253-6552.

INSURANCE & HOLD HARMLESS REQUIREMENTS

Mechanics of the Bid Procedure. Agreement to these items shall not, by itself, constitute an agreement between parties. These items are intended to provide guidance to prospective bidders and will be binding upon the bidder should the bid be accepted and an agreement executed between parties.

Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City and/or Redevelopment Agency, in proportionate part to the successful bidder's relative fault, (including its officers and employees) for/from any and all judgments claims or actions of any kind presented, entered into, against the City and/or Redevelopment Agency arising out of the vendor's (including vendor's employees, representatives, products and subcontractors), negligent performance under this agreement, excepting only such claims or actions which may arise out of sole negligence of the City and/or Redevelopment Agency, or any third parties not acting on behalf of, at the direction of, or under the control of the successful bidder.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$200,000 per occurrence; or
 - (c) Combined single limit of \$1,000,000 per occurrence.
3. Workers' Compensation Insurance: as required by State Statutes.
4. City of Culver City and/or Redevelopment Agency to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's and/or Redevelopment Agency interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and/or Redevelopment Agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or Redevelopment Agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. **Purchase Order/s will not be issued until completed paperwork is received and approved.**
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. (10 days for non-payment)
6. Insurance policies to be in a form and written through companies acceptable to the City and/or Redevelopment Agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Bid Submitted by:

Company name: Technology Artists
By: Jeffrey D. Lee
Address: 9900 Bell Ranch Drive Suite 105
Title: owner
City/State/Zip: Santa Fe Springs, CA 90670
Date: 5.12.08
Ph.: (562) 903.0772
Fax: (562) 903.9321

Please Fill In Terms & Delivery:

Terms: 10 %, COD days, net days, Or Net 30 days.

Delivery: To be made on or before: 8.23.08 or days after receipt of order.

Terms:

1. The City of Culver City and/or Redevelopment Agency reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder.
2. In case of default, the City of Culver City and/or Redevelopment Agency may procure its materials/services from other sources and shall hold the original bidder or contractor liable for resulting increased costs.
3. Samples, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard, will be returned at bidder's cost, if requested.
4. Quote on each item separately. All or none bids may not be acceptable.
5. During the performance of this contract, the vendor/contractor warrants that it will provide equal employment opportunities, and that the vendor/contractor and each subcontractor will take affirmative action to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to, or because of, race, religion, creed, color, national origin, sex, age, physical handicap, or medical condition. This provision applies to work or services performed or materials manufactured or assembled in the United States.
6. The vendor/contractor warrants that it possesses legally adequate Workers' Compensation Insurance.

City of Culver City
Department of Parks and Recreation

BIDDER'S CHECK LIST

It is very important that you answer all questions asked and furnish all attachments required with your proposal. Please complete this checklist and make certain that all items are completed in full; we do not want your bid to be disqualified.

If you are uncertain about any item, contact the Project Manager, Pamela Robinson (310) 253-6632 or Purchasing Officer, Margarita Lee (310) 253-6552.

- | | | | |
|----|------------------------------------|---------|--------|
| 1. | PROPOSAL | YES (X) | NO () |
| | Submit with attachments: | | |
| | Submit with attachments: | | |
| 2. | DESCRIPTION OF
PRIOR EXPERIENCE | YES (X) | NO (X) |
| 3. | CERTIFICATE OF INSURANCE | YES (X) | NO () |
| 4. | HOLD HARMLESS AGREEMENT | YES (X) | NO () |
| 5. | OTHER PERTINENT MATERIAL | YES () | NO (X) |

CITY OF CULVER CITY

Bid # 1387 Sound System for Fiesta La Ballona

SIGNATURE SHEET, AFFIDAVIT

I, Jeffrey D. Lee

Deposed and say that I am owner

Of - Technology Artists

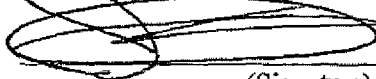
9900 Bell Ranch Drive, Suite 105, Santa Fe Springs, CA 90671
(Address) (City) (State) (Zip)

(562) 903.0772
(Telephone Number, include area code)

Whoever submits this proposal to the City of Culver City declares:

1. That he/she has read these specification and has abided by and agrees to the conditions herein and has carefully read the specifications and do hereby propose to furnish all equipment required in accordance with the specifications and for the item totals listed in the bid schedule.
2. That this bid is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or caused any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure as advantage over any other bidder.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit this bid.


(Signature)

5.12.08

(Date)