



Contract Review Sheet

CS-6113-24

Contract for Services #: CS-6113-24 Amendment #: _____

Contact: Krista Ulm Department: Community Services Department

Phone #: (503) 373-4447 Analyst: Kathleen George

Title: Fair Sound Stage Lights 2025-2027

Contractor's Name: Cascade Sound Inc.

Term - Date From: execution Expires: December 31, 2027

Original Contract Amount: \$ 101,761.00 Previous Amendments Amount: _____

Current Amendment: \$ - New Contract Total: \$ 101,761.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# CS1487-24

Description of Services or Grant Award

Contractor to provide sound, stage, and lights for the Marion County Fair for Fair Years 2025 through 2027, with the option to extend contract for an additional 2 years.

Desired BOC Session Date: 9/18/2024 Files submitted in CMS for Approval: 8/28/2024

Agenda Planning Date: 9/5/2024 Printed packets due in Finance: 9/3/2024

Management Update: 9/3/2024 BOC upload / Board Session email: 9/4/2024

BOC Session Presenter(s) Kelli Weese

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

	<u>8/28/2024</u>	_____	_____
Finance - Contracts	Date	Contract Specialist	Date

_____	_____	_____	_____
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 18, 2024

Department: Community Services

Title: Fair contract with Cascade Sound for Sound, Stage and Lights

Management Update/Work Session Date: 8/27/24 Audio/Visual aids

Time Required: 5 Contact: Kelli Weese Phone: 503-589-3234

Requested Action: Approve the contract for services with Cascade Sound, Inc. to provide sound, stage and lights for Marion County Fair through 2027.


Issue, Description & Background: A Request for Proposal was issued to secure a contractor to provide sound, stage, and lighting for the Marion County Fair which includes delivery, setup, operations, and maintenance of all systems along with the labor to manage these systems. A competitive Request for Proposal was issued and Cascade Sound, Inc was selected by the evaluation committee to provide these services. The Fair Board approved this selection at their June 2024 meeting.

Financial Impacts: \$101,761.00 over 3 years

Impacts to Department & External Agencies: None

List of attachments: Cascade Sound, Inc. contract for services

Presenter: Kelli Weese

Department Head Signature: 
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**MARION COUNTY FAIR BOARD
CONTRACT FOR SERVICES
between
MARION COUNTY FAIR BOARD AND CASCADE SOUND, INC.
CS-6113-24**

This Contract is between Marion County Fair Board (a political subdivision of the State of Oregon) hereinafter called Fair Board, and Cascade Sound, Inc., a corporation, hereinafter called Contractor.

RECITALS

WHEREAS, Fair Board issued Request for Proposal (RFP) CS1487-24 for Sound, Stage and Lights from March 6, 2024 to April 30, 2024.

WHEREAS, Contractor submitted a proposal in response to the RFP on April 29, 2024, which was determined to be responsive and responsible.

WHEREAS, Fair Board evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on May 31, 2024.

WHEREAS, Fair Board wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and Fair Board agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required Fair Board approvals have been obtained. This Contract expires on December 31, 2027, the date all warranties have expired, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by Fair Board. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2031.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$101,761.00. Fair Board will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are

currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Contract Provisions For Non-Federal Entity Contracts Under Federal Awards In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. Fair Board and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or Fair Board to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

Fair Board’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in subsection 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle Fair Board to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Fair Board shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and Fair Board may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither Fair Board nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. Fair Board may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. Fair Board may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Fair Board reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any Fair Board funds spent for purposes not authorized by this Contract and payments by Fair Board in excess of authorized expenditures shall be deducted from future payments or refunded to Fair Board no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by Fair Board. Repayment of prior period obligations shall be made to Fair Board in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of Fair Board, County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by Fair Board and permitted by law.

- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide Fair Board with periodic reports at the frequency and with the information prescribed by Fair Board. Further, at any time, Fair Board has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with Fair Board for any purpose not directly connected with the administration of Fair Board's or Contractor's responsibilities under this Contract except upon written consent of Fair Board, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to Fair Board and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with Fair Board, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless Fair Board, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either Fair Board, nor purport to act as legal representative of either Fair Board or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the Fair Board, nor shall Contractor settle any claim on behalf of Fair Board, without the approval of County Legal Counsel. Fair Board may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

- C. Fair Board maintains a general liability insurance policy that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. Fair Board and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. Fair Board in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either Fair Board or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, Fair Board may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of Fair Board, Fair Board shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Fair Board shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim Fair Board may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by Fair Board, then the Fair Board shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by Fair Board due to a breach by Contractor, then Fair Board shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which Fair Board is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of Fair Board and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive

any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of Fair Board.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of Fair Board shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Fair Board according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to Fair Board by Contractor shall become the sole and exclusive property of Fair Board. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. Fair Board and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by Fair Board due to a breach by Contractor, Fair Board may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to Fair Board the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, Fair Board also shall be entitled to any other equitable and legal remedies that are available.
- C. If Fair Board breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the Fair Board and County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Fair Board and County:

- Required by Fair Board** **Not required by Fair Board.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against the Fair Board and/or County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by Fair Board** **Not required by Fair Board.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to Fair Board. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by Fair Board:

Required by Fair Board **Not required by Fair Board.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by Fair Board:

Required by Fair Board **Not required by Fair Board.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County Fair Board, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to Fair Board. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Fair Board.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to Fair Board Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or Fair Board at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Cascade Sound
990 Washington Street
Aumsville, OR 97325
Brady@cascadesound.com

To Fair Board and County
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
and CSReporting@co.marion.or.us

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments
This is anticipated to be amended for the following reasons:
 - i. To add additional terms and add funds to cover those additional terms.
 - ii. To adjust the rate
- B. Unanticipated Amendments
All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Fair Board that:

- A. Contractor has the power and authority to enter into and perform this Contract.

- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or items delivered to the Fair Board under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to Fair Board free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The Marion County Fair (Fair) has been a proud tradition since 1860. The mission of the Fair is to promote the diverse agricultural and cultural heritage of Marion County through active participation of its citizens. The Fair is an anticipated annual community and tourist event providing entertainment and education for all ages. Big-name music acts, local entertainers, activities, and exhibits are what draw people to the Fair each year. The Fair is held annually on the second full weekend in July from Thursday through Sunday at the Oregon State Fairgrounds located at 2330 17th Street NE in Salem, Oregon. The Fair's open hours are Thursday from 10am-10pm, Friday and Saturday from 10am-11pm, and Sunday from 10am-6pm.

The Marion County Fair Board (Fair Board) is charged with the responsibility of organizing, promoting, and overseeing the Fair. The Fair Board is an advisory body of Marion County existing under the provisions of ORS 565.210-565.330 and 565.610-650 and consists of seven members appointed to three (3) year terms by the Marion County Board of Commissioners.

Over the past several years, the Fair has had around 65 commercial exhibits each year and estimated attendance of 26,000 for the four-day Fair. During the Fair, local bands and other acts provide entertainment to fairgoers throughout the day with big name entertainment performing on Friday and Saturday evenings. Concerts and other events are held to attract customers to the Fair. Big name artists, professional, and amateur acts expect to have first class equipment and services. Keeping all systems in working order and having them available when needed is critical. Local bands and other acts provide entertainment to fairgoers throughout the duration of the Fair and the big-name entertainment usually performs on Friday and Saturday evenings. This contract is a result of an RFP and the proposal submitted by the Contractor is attached as Exhibit B.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Beginning in 2025, Contractor shall provide quality sound, stage, and lights for the Fair which includes delivery, setup, operations, and maintenance of all systems, along with the labor to manage these systems. The stage, instruments and sound equipment needed each year at the Fair is determined by the artists requirements. Contractor shall work with the Fair Event Coordinator to determine showtimes, equipment needs, load-in times, etc. Setup usually begins the day before the Fair opens.

Contractor shall ensure that only qualified and experienced personnel will set up and manage the required equipment in each performance area and work with the Fair Event Coordinator on all technical specifications and equipment needs for each performance and stage area at the Fair.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and

omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

KEY PERSONS. Contractor and Fair Board agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to Fair Board the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Brady Carroll – Production Manager, Project Manager
Sean Rathbun – Systems Engineer, Project Manager
Jeffery Cox – Systems Engineer, Project Manager
Andrew Alfeche – Audio/Lighting Technician, Project Manager
Austin Pickett – Systems Engineer, Audio Technician, Stage Manager
Nick Webster – Lighting/Small Systems Technician, Crew Lead
Niel Hawkins – Systems Engineer, Project Manager, Crew Lead
Lance Benz – Systems Engineer, Project Manager, Crew Lead

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining Fair Board's written consent. Further, Contractor shall not, without first obtaining Fair Board's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide Fair Board with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests Fair Board to approve a re-assignment or transfer of a Key Person, Fair Board shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual Fair Board approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$101,761.00.

- A. **METHOD OF PAYMENT FOR SERVICES:** Fair Board shall pay Contractor for actual expenditures up to \$101,761.00 for completing all Services and delivering all Goods required under this Contract.
- B. **BASIS OF PAYMENT FOR SERVICES.** Fair Board shall pay Contractor for services provided to the Fair each year upon Fair Board's approval of Contractor's invoice to Fair Board but only after Fair Board has determined that Contractor has completed, and Fair Board has accepted, all Services; and Contractor has delivered, and Fair Board has accepted all Goods required under this Contract. The annual budget estimates are outlined in the cost proposal within Exhibit B.
- C. **EXPENSE REIMBURSEMENT.** No Expense Reimbursement – Fair Board will not reimburse Contractor for any expenses under this Contract.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by Fair Board or County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to Fair Board's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- E. INVOICES. Contractor shall send all invoices to Fair Board's Contract Administrator at the address specified below or to any other address the Fair Board may indicate in writing to Contractor.

Marion County Fair Board
Attn: Community Services Department
555 Court St NE, Salem, OR 97301

or

DeClark@co.marion.or.us and CSReporting@co.marion.or.us

**PROPOSAL
FOR
2025-2029 MARION COUNTY FAIR**

**SOUND
LIGHTS
STAGING
ROOF
LABOR**

**MARION COUNTY FAIR
SALEM, OREGON**

**FROM
CASCADE SOUND INC.
SALEM, OREGON**





Dear Marion County Fair,

Thank you for the opportunity for Cascade Sound and Stage Lighting to once again provide a bid for production services for the Marion County Fair. With the usual variety and increasing demands of the entertainers, the selection of your sound, lighting and stage contractor should not only reflect its experience and reliability, but also their ability to be versatile and handle any situations that may arise. We appreciate our inclusion in the bid process and the confidence that you and the Marion County Fair place in Cascade Sound and Stage Lighting.

Our staff has been actively involved in the fair industry for over 50 years, and count most of the major northwest fairs and festivals as our clients. As you can see from the enclosed references, not only has an outstanding professional relationship been established, but many rewarding personal friendships as well. We feel this type of interaction is unique to the fair industry and this is one of the many reasons we are so deeply involved in the industry.

Our state of the art sound reinforcement systems are constantly being upgraded to keep ahead of artist's demands. Our concert systems feature top of the industry equipment like the L 'Acoustics K2 line array concert speaker system, which is recognized in the industry as one of the finest available producing "CD" quality of sound for the enjoyment of your patrons. All of our audio system electronics meet or exceed the specifications found in the most demanding riders.

Our lighting systems are also top of the industry and utilize the latest in control and dimming systems. All of our lighting inventory is designed to provide an aesthetically pleasing experience for your patrons while at the same time creating a safe environment utilizing industry standard chain motors and equipment lifts.

A main area of concern to both Cascade Sound and Stage Lighting and the Marion County Fair is the matter of employee conduct. Our personnel always conduct themselves in a manner of dress, language, and personal habits that are in keeping with a family event such as the annual county fair. We are constantly aware of your concerns in this area and stand on our reputation from many other events from this type. All our staff are full time employees and active members of the local community.

We value highly the expertise and reputation that Cascade Sound and Stage Lighting represents. You can be assured that we will continue to provide the Marion County Fair with the highest level of professionalism. We look forward to working with the outstanding staff of the Marion County Fair in 2022.

Sincerely,

Brady Carroll – Production Manager, Cascade Sound & Stage Lighting

CONTRACTOR INFORMATION

Name: Cascade Sound Inc.
Entity:
An Oregon registered corporation (domestic business)
Registry Number: 276524-86
Agent: Lawrence J. Carroll, President - Salem Oregon
Duration: Perpetual
SIC Code: 1790
Also DBA: Cascade Stage Lighting
Contractors (CCB) Registration Number: 79709
Oregon Licensed Electrical Contractor: 24-224CLE
Federal ID Number: 93-1076329
State Tax Number: 673947-0
Workman's Compensation Policy Number: 346859
Oregon P.U.C. Registration: 049369
Insurance Carrier: Great Divide Insurance Co. Number: CPA200819213
Contractor is a Resident Proposer as defined in ORS 279.029
Contractor is registered with the Oregon CCB as an Independent Contractor



DESCRIPTION OF SERVICES

The offeror proposes providing concert artist support services to the annual Marion County Fair at the stated venues. These services shall include, but are certainly not limited to: Sound reinforcement, stage lighting, staging, roofing, engineering services, troubleshooting, electrical support and any other technical support as required by artists performing at the annual Marion County Fair. See specifications for specific information regarding anticipated services and proposed plan to provide said services. No redactions are requested.

TIME CONSTRAINTS:

There are no time constraints, on behalf of offeror in providing services during the duration of each annual Marion County Fair (Based on the proposal dates for 2025)

Company Name: Cascade Sound Inc.
Mailing Address: P.O. Box 12097 Salem, Oregon 97309
Street Address: 1225 20th Street SE Salem, Oregon 97302
Telephone: 503-581-5525 (FAX): 503-370-8415
Email: brady@cascadesound.com

Brady S. Carroll

DATE: 4/29/24



QUALIFICATIONS & EXPERIENCE

Cascade Sound provides full Audio, Video, Lighting, Staging, Roofing, Backline & Labor Services for hundreds of clients across the Pacific Northwest. We pride ourselves in being a "one stop shop" for full event production needs.

Our staff consists of seasoned professionals who have many years of experience in the both the production and fair/festival industry's. They are both full-time & part time employees and active members of the community. Our staff is constantly striving to better serve our customers by keeping up with the most current industry trends and receive continuing professional training in the latest technologies and applications. Our staff are given the authority required to make quick decisions in order to best serve our customers' needs and they are fully capable of responding to any situation and remedy issues that may arise. Available at request are the key staff members, with biography information, who may be working in this venue.

Brief Sampling of similar events we do across the Pacific Northwest:

1. **LANE COUNTY FAIR**
Contact: Eric Marcuse, Artist Promoter
Eugene, Oregon
Services provided since 1995 - 6 day event
6 major acts (main stage), 100+ regional acts (2 grounds stages), 6+ grounds systems.
2. **OREGON STATE FAIR / OREGON PAVILION**
Contact: Kim Grewe-Powell, CEO/Director
Salem, Oregon
Services provided since 1975 - 10 day event
10+ major acts (Amphitheater), 40+ regional acts (Center Stage),
100+ local acts (grounds stages), 20 grounds systems
3. **WASHINGTON COUNTY FAIR**
Contact: Patrick Woods, Entertainment Manager
Hillsboro, Oregon
Services provided since 1990's - 5 day event
5 major acts (Amphitheatre), 40+ regional acts (Taphouse Stage), 40+ regional acts
(Family Stage), 10+ grounds systems
4. **CLARK COUNTY FAIR and EXHIBITION CENTER**
Contact: John Morrison, Manager
Ridgefield, WA
Services provided since 2000 - 10 day event
5 major acts (main stage), 50+ regional acts (2 grounds stages), 12+ grounds systems.
Action sports arena (5 days)



KEY PERSONS QUALIFICATIONS & EXPERIENCE

BRADY CARROLL – Production Manager / Project Manager / Vice President

Brady brings more than 16 years of production industry experience. He started as a high schooler in the industry being brought into the family business. Starting as a stagehand he quickly worked his way up through the ranks to run both audio and lighting systems, and in 2015 take over the production department in its entirety. Brady is the main point of contact for all client relations and production service needs. He has vast experience in fairs/festivals and music venues across the pacific northwest. Above all Brady takes pride in his work, the quality of work and the quality of personnel he assigns to each and every event.

SEAN RATHBUN – Systems Engineer / Project Manager / Vice President

Sean has been with Cascade Sound and Stage Lighting for over 20 years and brings more than 22 years of experience in the production and fair industries. He has extensive experience as an on-site stage manager / crew lead, as well as Front of House engineer, and even a lighting director / programmer. Prior to joining Cascade, he has worked as a Stage manager at the Historic Elsinore Theatre in Salem, Oregon and as Technical Director for several Northwest High Schools, as well as an audio-visual specialist for Oregon State University. Sean is a certified rigger and has been trained and certified by numerous industry manufacturers including: L 'Acoustics, Yamaha, BiAmp, QSC, High End Systems, Meyer Systems, InfoComm, LDI and more. He is a certified WholeHog III programmer and a trained computer programming specialist. He has received extensive training in the operation and integration of current industry Digital Audio Technology and speaker application and measurement. He is one of the company's lead systems engineers, and has worked with numerous artists over the years.

JEFFERY COX – Systems Engineer / Project Manager / President

Jeffery Cox has been an integral part of the Cascade Sound team for over 11 years. Jeff is not only our President but also our Operations Manager and one of our top project managers. Jeff has a certification for Yamaha Digital Audio Consoles, L 'Acoustics, Biamp and is on the board of directors for one of the largest Northwest production and worship conference (Worship Northwest).

ANDREW ALFECHE – Audio / Lighting Technician/Project Manager

Andrew (AJ) was hired full time by Cascade Sound in June of 2022 and has become an integral part of our team. Previous to his full time hire AJ worked part time for Cascade Sound for 2 years while the company re-built after Covid. AJ has spent more than 15 years in the industry working on both small and large projects for other companies pre-pandemic. AJ is our lead Lighting technician as well as one of our top audio technicians.

AUSTIN PICKETT – Systems Engineer / Audio Technician / Stage Manager

Austin brings more than 8 years of experience in the production and fair industries, having started his career working for Cascade Sound and Stage Lighting. He started out with Cascade as a stagehand with an incredible curiosity to learn and has worked his way up in the organization through hard work and dedication. He has learned how to set-up and operate full scale systems through extensive hands-on experience, and professional training, and has learned the fine art of stage management and crew supervision. He has worked on hundreds of shows over the years and has had extensive



training from numerous manufacturers, including Yamaha, QSC, Electro Voice and many more. He is one of the company's lead system engineers, and has worked with numerous artists over the years.

NICK WEBSTER – Lighting / Small Systems Technician / Crew Lead

Nick Webster has been with the company for almost 10 years now. Nick has started literally from the bottom as a stagehand and now serves as one of our full time staff members in the warehouse as well as out in the field. He has solidified himself as our "2nd in command" for our lighting systems as well as our lead small systems technician for the PNW fairs that require large amounts of small systems. Nick is a natural born leader and has done a fantastic job leading our onsite crews for setup and teardown on events for the past 4 years.

NIEL HAWKINS – Systems Engineer / Project Manager / Crew Lead

Niel brings more than 25 years of experience in the production and fair industries, having started his career working for Cascade Sound and Stage Lighting. He started out with Cascade as a stagehand with an incredible curiosity to learn and has worked his way up in the organization through hard work and dedication. He has learned how to set-up and operate full scale systems through extensive hands-on experience, and professional training, and has learned the fine art of stage management and crew supervision. He has worked on hundreds of shows over the years and has had extensive training from numerous manufacturers, including Yamaha, L'Acoustics, High End Systems, QSC, Electro-Voice and many more. He is also a certified WholeHog III programmer and is extensively trained in the technology of current Digital Audio practices. He has been professionally trained and certified in all aspects of rigging and safety practices with extensive hands-on experience "in the air" rigging amphitheatres, theatres, venues, auditoriums, portable stages, and many more. He is one of the company's lead system engineers, and has worked with numerous artists over the years.

LANCE BENZ – Systems Engineer / Project Manager / Crew Lead

Lance has been with the company for more than 15 years. He has solidified himself as one of our top audio technicians as well as crew leads on well over half of our jobs year round. Lance's experience revolves mainly around the fair and festival industry. Starting with Cascade originally as a stagehand, his curiosity to learn audio quickly developed his skills into a competent audio technician both at FOH & monitor positions as well as a top small systems technician. Outside of live event work Lance is also part of our full time warehouse crew to prep gear, repair equipment and properly load trucks to go out to these events. Lance is fully trained on Yamaha, L'Acoustics, QSC and more.



APPROACH AND MANAGEMENT PLAN

Cascade Sound has been serving the Marion County Fair for over 15 seasons and we have had the opportunity to learn first hand how best to take care of the Fair and the Individual Participants. Because of our years of experience, we have been able to anticipate the needs of the fair and exhibitors before needs arise, making a seamless transition and providing behind the scenes support when & where it is needed.

Fairs are all about community and friends coming together. Having a company that not only has the experience and know-how but has fostered relationships and trust among the participants and fair staff, best serves the fair in its' goals. Continuity of staff at Cascade from year to year allows the fair and exhibitors to not worry about the technical aspects and concentrate on what they have come to do at the fair.

Our philosophy and approach is that all participants have equal importance. To a child participating as an exhibitor, displaying a skill or showing livestock, this is one of the most important moments in their young life and should not be treated any less important than a concert for 15,000 people. (And the concert patron should expect the same.) We are ambassadors representing the fair at all times and our dedicated staff thrives to provide the best service possible. No challenge is too big or too small.

Cascade Sound and Stage Lighting stands on the foundational belief that providing service of exceptional quality is what will always set us apart from our competitors. We treat every job as though it was our biggest, and we professionally execute even the smallest detail. Our philosophy of close interaction and high-quality customer service, coupled with experience, history and trust allows us to best serve the people we have come to know as friends; the fair staff and participants.

Cascade Sound and Stage Lighting, Inc. has been serving the Pacific Northwest since 1969 and was founded by the current owners, Larry and Linda Carroll. For over 50 years, we have met our customers' needs with superior knowledge, experience, and competence. We offer a full spectrum of audio, lighting and video services, and each department is staffed by professionals with extensive experience and consummate expertise. Nothing short of perfection is acceptable to the employees at Cascade Sound. We offer Full Service Production, Installations, Contracting, Repair, Service, Sales and Rentals. We are in an excellent centralized Northwest location, with our head office in Salem and secondary warehouse in Portland, reaching out to communities throughout Oregon, Idaho and Washington. We travel throughout the Northwest providing the very latest, state of the art Sound, Lighting, Video & Backline equipment. We have earned an industry reputation for being a dependable production partner. We work closely with talent, presenters, exhibitors, management, promoters and clients to ensure that every event is executed smoothly.



STAFFING PLAN

A large benefit our company has is our history with Marion County Fair and its members. By spending so many years servicing Marion County Fair we are confident in our approach/plan to properly staff and equip the main stage (and any other stages the fair chooses to do from year to year).

Our staffing plan is simple but precise. At all times we have a minimum of 3 technicians onsite during fair hours. A FOH/Systems Technician, a Monitor Technician and a Lighting lead/Audio 3rd to help on stage during day hours when lights are not needed. By "doubling" a lighting tech as an audio 3rd we save the fair cost of a 3rd audio person to help with stage patch/change overs/etc. Once the final act goes on for the day that 3rd person is able to swap over to the lighting board and efficiently run the lighting system for the night act.

Cascade Sound has a full in house team of stagehands. Both for our initial setup and teardown of OUR equipment as well as the availability to quickly and efficiently provide labor for the tours that come in and have their own equipment.

WORK PLAN AND SCHEDULE

Cascade Sound always sets up ALL equipment for fair 1 day prior to fair start. Having an entire day of setup before any bands/acts come on stage ensures our technicians have the proper time needed not only to physically set the system up, but to also tune the audio system to the project area as well as any as-needed troubleshooting. Day before setup also allows the lighting technician to pre-build/pre-program the lighting system for the night acts.

For all event days our production manager (Brady Carroll) ensures to work with the fair as well as the onsite promotor BEFORE the event start to line out each days schedule/needs ahead of time.

Cascade Sound of course is always prepared for last minute schedule changes and is able to accommodate any last minute needs or changes for the Marion County fair including any additional equipment as our warehouse is within 5 miles of the fairgrounds making it both quick and convenient to add any needed equipment.

One of the most important parts of what we do in this industry is being timely and professional. Scheduling and planning is 90% of our production managers job/duties. We take pride in our employees and their abilities to both follow the schedule laid out by the fair/promotor. Keeping on time and ensuring that all scheduled bands/acts go on at their proper time and not end up "delayed". We also take pride in knowing that any of the technicians we put on these stages can adapt to last minute changes WITHOUT affecting the schedule and keeping each act going on and off in a timely manner.

Our Monitor engineer also "doubles" as a stage manager when needed. Ensuring that acts know when they need to end so they do not go "over" time and cause any delays for any acts that come after them.



AUDIO SPECIFICATIONS:

FOH SYSTEM:

- Twelve (12) L 'Acoustics KARA Line Array Speakers (6 Per side FLOWN)
- Eight (8) L 'Acoustics KS28 Subwoofers (4 Per side)
- Two (2) L 'Acoustics LA-RAKII Amplifier Racks
- One (1) L 'Acoustics L-NET Speaker Processing Software
- Four (4) EAW 8" 2-Way Front Fill Speakers
- One (1) Yamaha CL5 48X24 Digital Audi OConsole
- One (1) Drive Rack for Audio System Control W/ L 'Acoustics P1 system controller
- One (1) Yamaha (BUILT IN) Audio Effects/Gates/Compressors/EQ's
- One (1) Denon Multi-Disc CD Player/Recorder
- One (1) Clear-Com Base Station & Head Units for Stage Communication
- Two (2) CM 1-TON Chain Motors
- ALL Rigging to complete the audio system

MONITOR SYSTEM:

- One (1) Yamaha CL5 48X24 Digital Audio Console
- One (1) Yamaha (BUILT IN) Audio Effects/Gates/Compressors/EQ's
- Twelve (12) Electro-Voice XW-15 Stage Wedges
- Four (4) Electro-Voice XI Series 4-Way Side Fills
- Three (3) QSC Power-Light Series Monitor Amplifier Racks
- One (1) Dual 18" Drum Sub
- One (1) Professional Microphone Package (According to artists needs)
- One (1) Professional Mic-Stand Package (According to artists needs)
- One (1) Yamaha ES-168 Stage Rack for FOH Console
- One (1) 300' CAT5E Digital Audio Snake
- One (1) Radial Engineering 56 Channel Stage Splitter
- Two (2) Shure UHF Wireless Microphone Systems
- ALL Sub-Snakes to fulfill Artists requirements
- One (1) Applied Electronics 200AMP 3-Phase Power Distribution System

LIGHTING SPECIFICATIONS:

DOWNSTAGE TRUSS:

- One (1) 30' Applied Electronics Triangle Trussing
- Twelve (8) Chauvet R2 Wash Lights
- Two (2) Chauvet Strike 2 Audience Blinders
- Two (2) CM 1-Ton Chain Motors
- All Cable to complete Truss system



UPSTAGE TRUSS:

- One (1) 30' Applied Electronics Triangle Trussing
- Six (6) Elation Platinum 5R Extreme Moving Head Beam Lights
- Six (6) Martin Mac 101 RGB Moving Lights
- Two (2) CM 1-Ton Chain Motors
- All Cable to complete Truss System

ELECTRONICS & EXTRAS:

- One (1) High End Systems Full Boar 4 Lighting Controller
- Two (2) Reel haze DF-50 Hazers
- Two (2) Lycian 1267 Fallow Spots
- One (1) Clear-Com Base Station W/Headsets for Fallow Spot Communication
- One (1) Skonjberg 8 Channel Motor Controller (Shared with Sound)
- ALL Rigging to complete the lighting system
- ALL Cable to complete the lighting system

STAGE AND ROOF SYSTEM:

- One (1) Applied Electronics 4-Post Roof System
 - 32' W X 32' L Stage with stairs and safety rails (3' to 5' Deck Height)
 - Two (2) 12' X 12' X 5' Side Wings for Monitor and Guitar Worlds
- THIS ROOF IS FULLY ENGINEERED WITH WEIGHT RATINGS AND WIND SPECIFICATIONS*

LABOR:

- Two (2) Audio Technicians (FOH & MONITORS)
- One (1) Lighting Technician (DOUBLES AS AUDIO 3rd)
- Two (2) Follow Spot Operators/Band load out after show
- Four (4) Stagehands for Load in/Out of system



COST OF PROPOSAL/CONTROL

AUDIO SYSTEM (Per Attached Specs)	\$7,963.20
LIGHTING SYSTEM (Per Attached Specs)	\$3,729.60
STAGE AND ROOF (Per Attached Specs)	\$9,850.32
LABOR (Per Attached Specs)	\$10,728.00

TOTAL PROPOSAL - \$32,279.52

- * Price quoted is for 2025 only
- * Prices quoted are for a four (4) day event plus set and strike (Standard BOLI Regulations apply)
- * Payment due NET 30 at conclusion of annual fair

Acceptance of Proposal:

Signature:

Date:

COST METHODOLOGY

Cascade Sound strives to offer our equipment at fair market pricing competitive with all other AVL production companies in the PNW. All equipment pricing is based on fair market value/competitive pricing.

We take pride in knowing that our AVL services are always price competitive within the industry. Labor prices not only in the PNW but all across the nation have drastically increased within the last 5 years. Cascade Sound has always and will always strive to pay our technicians fair yet competitive rates within our industry to not only pay our employees what they are worth, but also to be aware of the ever growing cost increase to our clients.



CONDITIONS/TERMS OF CONTRACT

As part of these proposals and future agreements, the Marion County Fair, as purchaser, agrees to provide Cascade Sound with -

1. Adequate AC power within 50' of stage:
(200A 3Ø for sound)
(400A 3Ø for lights)
2. House electrician for hook-up, disconnect, and emergency services.
3. All necessary city/county permits and local regulatory compliance.
4. Access to venue by 9 AM DAY BEFORE preceding fair.
5. Purchaser to supply: All stagehands as required by artists. Contractor may supply at hourly rates. Purchaser may elect to supply set/strike stagehands for contractor at purchaser expense.
6. Vehicle parking permits/parking for trucks with reasonable proximity to stage.
7. All necessary personnel passes
8. Piano tunings if required.
9. 24 hr on-site security. Overnight security for contractor's equipment, or until released by contractor. Security must start evening on the first day of load in, and continue until load out is complete.
10. Marion County Fair, as purchaser, is responsible for all equipment left onsite or equipment checked out to showings, supervisors, vendors, or volunteers.
11. Contractor reserves right to upgrade equipment at any time.
12. Contractor will make every effort to comply will all sound level limits. However, enforcement and artist compliance is the responsibility of the purchaser.
13. Fair to supply 1 forklift with 5,000 pound capacity for duration of load in and out.
14. Contactor will "double" personnel whenever possible to reduce labor expenses.
15. Purchaser to provide a Stage Manager to coordinate control of show times, length, volume, and appropriate content. Cascade personnel only handle technical issues.
16. Meals as provided to the artists must be provided to technicians during the event.
17. Any additions to the supplied equipment list will incur added cost according to the current price for equipment.

Attachment A - Proposal Form

OFFEROR NAME: Cascade Sound Inc.

ADDRESS: 990 Washington Street Aumsville. OR 97325

TELEPHONE NUMBER: 503 581 5525 EMAIL: Brady@cascadesound.com WEB SITE: www.cascadesound.com

TAXPAYER ID NUMBER: 93-1076329 DATE/STATE OF INCORPORATION: Oregon - 1992

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete, and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature:  _____

Print Name: Brady Carroll

Title: Vice-President

Contact Person (Type or Print): Brady Carroll

Telephone Number: (503) 348-5092

Email: Brady@cascadesound.com

ATTACHMENT B - REFERENCE CHECK FORM

Proposer Name: [Cascade Sound Inc.]
Reference Entity: [The Source Management Group]
Reference Contact Name: [Patrick Wood]
Contact Email Address: [Pat@thesourcemanagement.com]

Please rate the questions on a scale of 0-5: (0 = not satisfied, 5 = extremely satisfied)

1. I would rate Proposer's overall performance as a Service Provider:

Score: 5

Comments: A deep knowledge of past and current events and equipment serves the proposer well. Allows the proposer to adapt to many scenarios at the "last minute".

2. I would rate Proposer's overall value as a Service Provider:

Score: 5

Comments: Good value, reasonable pricing, and value-added services.

3. I would rate my satisfaction with the services I receive as a result of engaging Proposer:

Score: 5

Comments: Excellent service record, customer service and a willingness to have satisfied clients is what we have experienced.

4. I would rate my likeliness to recommend Proposer to others similar services:

Score: 5

Comments: Highly recommend proposer and have done so in the past and will in the future. We consider the proposer to be one of the top providers in their business on the U.S. West Coast.

Attachment C: Cost Proposal Submission Form

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County Sound Stage Lights requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Cascade Sound Inc. _____

Signature:  _____

Printed Name/Title: Brady Carroll, Vice President _____

Date: 4/29/24 _____

ALL INCLUSIVE PROJECT COSTS – Delivery, Setup, rental, operations/production, maintenance, staffing, etc.		
Fair Year	Provide Details	Amount
2025	AVL System + Labor as stated in Proposal	\$32,279.52
2026	AVL System + Labor as stated in Proposal	\$33,893.50
2027	AVL System + Labor as stated in Proposal	\$35,588.18
2028	AVL System + Labor as stated in Proposal	\$37,367.59
2029	AVL System + Labor as stated in Proposal	\$39,235.97
Total 5-year Project Cost		\$178,364.76

