



Freeman Coliseum

Bexar County's

9th Annual

Small, Minority, Women and Veterans Business Owners Conference

December 9, 2009

INVITATION FOR BID

Convention Decorating Services

IFB NUMBER: 2009 - SMWVBO

DATE ISSUED: April 27, 2009

**PROPOSALS MUST BE RECEIVED BEFORE
10:00 a.m., May 22, 2009**

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◆ SUBMIT BID IN TRIPLICATE SIGNED ORIGINAL.

Pre- Bid – May 8th at 2 PM
Questions due, May 14th at 5 PM
Submittals due, May 21st at 10:00 AM
Award May 29th

Questions may be submitted to the following:

JC Hrubetz
General Manager/Controller
Coliseum Advisory Board
Fax: 210-226-5081
jc@freemancoliseum.com

Exterior Traffic Control

Vendor will be responsible for the overall freight move-in/move-out traffic control. Vendor will have the right of preference for use of the freight docks. Emergency vehicles will be granted unconditional access at any time. A hand-curry door will be allocated prior to move-in for those exhibitors not needing any assistance. Trucks will also be marshaled single file around the perimeter of the facility using the existing street lane. Vendor will obtain the necessary permits as required.

Exhibitor Service Center

The vendor customer service center is the business link with exhibitors. Vendor fully services all exhibitor's needs in an expedient, professional, courteous, and helpful manner while assisting show management with all its objectives. Service center will be appropriately located on the show floor and attractively decorated and arranged to be functional within a business atmosphere.

Furniture

Furnishings required by the exhibitor will be provided in accordance with the exhibitor service kit. All equipment will be well maintained and will compliment exhibits. All rates will include delivery, installation and removal from the exhibit area(s).

Installation/Dismantle Labor

A skilled labor force will be provided to assist exhibitors in the installation and dismantling of exhibits. Advance order forms for service will be included in the exhibitor service kits.

Material Handling

Vendor agrees to provide exhibitors with complete convention material handling to include transportation including 30 day pre-show storage, move-in, handling of empty containers to and from the booth and move-out.

Graphic Service

Vendor will be fully equipped to offer complete in-house computerized graphic services, including all types of lettering, vinyl, silk screening and artwork, reproduction of emblems, trademarks, logos, etc.

Event Dates

Name of Show: 2009 Annual Small, Minority, Women and Veterans Business Owners Conference
"How to Get in the Game & Stay in the Game"

Venue(s): Freeman Coliseum

Vendor Move-in Date: December 8, 2009

Vendor Clear Venue: December 9, 2009

Show Start Date: December 9, 2009

Show Close Date: December 9, 2009

A non mandatory Pre-Bid Conference will be held at the Freeman Coliseum on May 8th at 2:00 PM. (CSD)

GENERAL PROVISIONS

1. **SCOPE OF CONTRACT-REQUIREMENTS:** This is firm-fixed-price contract calling for delivery of the products or services identified in the Schedule of Items/Services at the stated prices submitted by the bidder. Upon acceptance of a bid by Freeman Coliseum and issuance of a Contract Award by the Community Arenas Board, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. The quantities stated in the schedule of Items/Services are the estimates of Freeman Coliseum needs for two (2) year supply. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. Actual requirements will be deemed to exist unless or until such orders are issued. Delivery Schedule listed by bidders on the face of this IFB shall apply to individual Delivery Orders.
 - a) Freeman Coliseum is obligated to pay for such orders and to order all its requirements against this contract for which award has been made. Freeman Coliseum is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.
 - b) Delivery Orders or Purchasing Card transactions may be issued. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.
 - c) If mailed, a delivery order is considered "issued" when the Coliseum deposits the order in the mail. Orders may also be issued orally or by fax.
 - d) If the Coliseum's requirements do not result in orders in the quantities described as "ESTIMATED" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
 - e) If the Coliseum urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract and if the Contractor will not accept an order providing for the accelerated delivery, the Coliseum may acquire the urgently required goods or services from another source.
 - f) Any order issued during the effective period of this contract and completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Coliseum's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period.
 - g) The Coliseum reserves the right to selectively and individually compete requirements for unusually large quantities prior to or in lieu of placing an order under this contract. This limitation would be reserved for those situations where the requirement exceeds 25% of the total annual estimated requirement.

2. CHANGES: The Coliseum may at any time, by written order, and without prior notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
- a) Description of service to be performed
 - b) Time of performance (i.e. hours of day, days of week, etc.)
 - c) Place of performance of the services
 - d) Correction of errors of a general administrative nature or other mistakes. The correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the Coliseum shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the Coliseum decides that the facts justify it, the Coliseum may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Coliseum shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. DELIVERY POINT: Delivery of all items or services under this contract shall be FREE ON BOARD to final destination at the address shown below located in Bexar County:

Freeman Coliseum
3201 E Houston
S.A., TX 78219
Attn: SMWBE Conference

4. REQUIRED TIME OF DELIVERY: The Coliseum requires delivery to be made according to the following schedule: At the date of the SMWBE Conference (December 8, 2009)
5. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at their own expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold the Coliseum harmless from any and all causes arising from this contract. With respect to required insurance, Contractor shall;
- (i) Name the Coliseum as additional insured/or an insured, as its interests may appear,
 - (ii) Provide the Coliseum a waiver of subrogation.
 - (iii) Provide the Coliseum with a thirty (30) day advance written notice of cancellation or material change to said insurance.

(iv) Provide the Coliseum staff at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within the (10) days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

a. Automobile Liability:

Bodily Injury (Each Person)	Bodily Injury (Each Accident)	Property	\$250,000.00
Damage			\$500,000.00
			\$100,000.00

b. General Liability (Including Contractual Liability):

Bodily Injury	Property	Damage	\$1,000,000.00
			\$100,000.00

c. Excess Liability:

Umbrella Form	-	\$1,000,000.00
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d. Worker's Compensation:

-	Statutory
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7. TERM: The term of this contract is upon award and terminates January 1, 2011.

8. OPTION TO RENEW: This contract maybe extended provided all terms and conditions, except for the contract period being extended or any price re-determination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety days (90) prior to expiration of this contract, not later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of two (2) years.