



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 26, 2019

Convention Expo Management Services, LLC  
Mario Rodriguez  
Director of Operations  
6225 North Lamar Blvd  
Austin, Texas 78752  
mrod@conventionandexpo.net

Dear Mr. Rodriguez:

The City of Austin has approved the execution of a contract with your company for exposition decorating and rental services in accordance with the referenced solicitation.

Responsible Department:	Austin Convention Center Department
Department Contact Person:	Adrian Hernandez
Department Contact Email Address:	Adrian.Hernandez@austintexas.gov
Department Contact Telephone:	(512) 404-4206
Project Name:	Exposition Decorating and Rental Services
Contractor Name:	Convention Expo Management Services, LLC
Contract Number:	MA 8200 NA190000160
Contract Period:	June 26, 2019 through June 25, 2021
Dollar Amount	Not to Exceed \$120,000 (\$60,000 for each 12-months of the term)
Extension Options:	Three 12-month optional extensions, not to exceed \$60,000 per option
Solicitation Type & Number:	RFP 8200 SMW3000

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn Willett  
Deputy Procurement Officer  
City of Austin  
Purchasing Office

cc: Adrian Hernandez, Event Coordinator Supervisor  
Kelly Rodriguez, Contract Management Supervisor

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Convention Expo Management Services, LLC (“Contractor”)  
for  
Exposition Decorating and Rental Services  
MA 8200 NA190000160**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Convention Expo Management Services, LLC having offices at Austin, Texas 78752 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 SMW3000.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposals, RFP 8200 SMW3000 including all documents incorporated by reference
- 1.1.3 Convention Expo Management Services, LLC Offer, dated January 7, 2019, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three additional 12 month periods at the City’s sole option

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

1.3.1.4 This is a 24 month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$120,000 for the initial Contract term (\$60,000 for each 12-months of the term) and \$60,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications.** Living Wages, which was included in the initial solicitation is hereby waived as this contract does not require the approval of the Austin City Council, which is a requirement for Living Wages to apply. Section 0400, part 9 has been struck out to note this change.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**CONVENTION EXPO MANAGEMENT  
SERVICES, LLC**

Mario Rodriguez

Printed Name of Authorized Person

*MAR 24/8*

Signature

Director of Operations

Title:

06/24/2019

Date:

**CITY OF AUSTIN**

Shawn Willett

Printed Name of Authorized Person

*Shawn Willett*

Signature

Deputy Procurement Officer

Title:

*6/26/19*

Date:

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Convention Expo Management Services, LLC

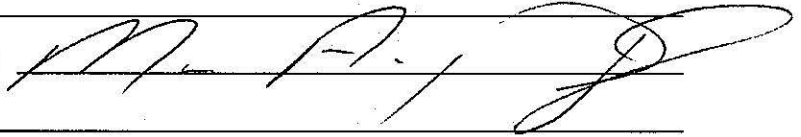
Company Address: PO Box 1547

City, State, Zip: Austin, TX 78755

Vendor Registration No. V00000958035

Printed Name of Officer or Authorized Representative: Mario A. Rodriguez

Title: Director of Operations

Signature of Officer or Authorized Representative: 

Date: 01/07/19

Email Address: mrod@conventionandexpo.net

Phone Number: 956-605-2220 cell 512-354-1280 Office

**\* Proposal response must be submitted with this signed Offer sheet to be considered for award**



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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.



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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
  - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
  - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the



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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.



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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [shawn.willett@austintexas.gov](mailto:shawn.willett@austintexas.gov) no later than 7 calendar days prior to the due date and time listed on the Offer Sheet.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to three additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
  - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Published Price List and Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 E Cesar Chavez Street
City, State Zip Code	Austin, TX 78701
Email	<a href="mailto:ACCD.AcctsPayable@austintexas.gov">ACCD.AcctsPayable@austintexas.gov</a>

- B. The Contractor shall provide an invoice for each service request or as otherwise directed by the City's Contract Manager or designee. In addition to the invoice requirements stated in Section 0300, each Contractor invoice shall contain the following:

- i. City Contract Number
- ii. A copy of the quote or summary of expedited services
- iii. Date(s) of Service
- iv. Location of Service
- v. Itemized cost for the labor and rental equipment (based on process established in the Contract)
  - a. Cost of labor: Contractor shall itemize the number of hours and at what hourly rate they being charged (based on prices established in the Contract).
  - b. Rental Equipment: Contractor shall provide in their invoice an itemized cost for the rental equipment provided and any associated percent discount (based on prices established in the Contract).

- C. The Contractor shall not provide a separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the Contractor's rates on Section 0705, Cost Proposal Sheet.
- D. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to

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no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$1,000 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$1,000 per calendar day for each calendar day of delay.

**7. HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

**8. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following way:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
- B. Two (2) copies of the list upon which the discounts are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**9. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

**<http://www.austintexas.gov/edims/document.cfm?id=277854>**

- ~~A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this~~

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solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- ~~B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the **Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.~~
- ~~C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).~~
- ~~D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).~~
- ~~E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.~~
- ~~F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.~~

**10. ACCD CONTRACTOR OR SUBCONTRACTOR ACCESS REQUIREMENTS:**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the City's Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.



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- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
  - E. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
  - F. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
  - G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
  - H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
  - I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
  - J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
  - K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
  - L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.
11. **ECONOMIC PRICE ADJUSTMENT:** Only applicable to the contract labor rates in section A of the Cost Proposal Sheet, 0705. All other prices are per Section 8, Published Price Lists.
- A. **Price Adjustments:** Prices shown in this Contract for labor shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
  - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
  - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of

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accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CWUS0300SAS	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: South	
Description of Series ID: Services in South urban, urban wage earners and clerical workers, not seasonally adjusted	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section A only	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

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- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Name:	Adrian Hernandez
Address:	500 E Ceasar Chavez Street, Austin, Texas 78701
Phone:	(512)404-4206
E-Mail:	<a href="mailto:Adrian.Hernandez@austintexas.gov">Adrian.Hernandez@austintexas.gov</a>

**CITY OF AUSTIN  
SCOPE OF WORK  
EXPOSITION DECORATING AND RENTAL SERVICES  
SOLICITATION NO.: RFP 8200 SMW3000**

**1.0 PURPOSE**

The City of Austin ("City") seeks proposals in response to this request from qualified and experienced Vendors ("Contractor") in providing quality exposition related decorating services and rental equipment (including pipe and drape, carpeting of exhibit halls, decorative furnishings, directional signage, banners, signs etc.) for conventions, consumer shows, conferences, meetings, trade shows, banquets, family entertainment, sporting events, and other events. The Contract will be utilized on an as-needed basis by the Austin Convention Center Department (ACCD) including the Austin Convention Center (ACC) and the Palmer Events Center (PEC).

ACCD has a total proposed budget of \$60,000 annually for rental equipment and services provided through this Contract.

**2.0 BACKGROUND**

The mission of ACCD is to provide outstanding facilities and services to our customers so they can have a positive experience. Additionally, through the hosting of conventions that bring in overnight visitors, we look to maximize the economic opportunities for the City of Austin. It is the goal of the ACCD to secure, enhance, and increase business and to provide an environment that will cause patrons to become repeat Clients of the facilities.

ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 246,097 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with 43,300 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 132,770 square feet, with a 70,000 square foot exhibit area capable of subdivision into two smaller exhibit areas that can be used simultaneously. The facility has two major entrances to serve each simultaneous event, one from the north adjoining Riverside Drive and the other adjacent to Barton Springs Road. The PEC is a smaller events type of facility that caters to local public events that are not large enough to utilize the ACC. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups.

The ACCD averaged, over the past five years, approximately 270 events per year with attendance between 1,000 and 25,000 guests over consecutive days. In addition, the ACC provides space to major conventions, consumer shows, trade shows, sporting events, meetings, and galas for the community.

The PEC is host to smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, sporting events and corporate receptions. Attendance at these events typically ranges from 500 to 5,000.

Attendance may vary depending upon the type of event, the promotion of the event, competing local activities, etc. The selected contractor shall be prepared to provide exhibitor decorating services to the full range of potential sized events from 10 guests to as many as 25,000 guests.

The facilities can be open to host event activities 365 days per year, generally between 6 am to 12 midnight, but may be opened earlier or later, especially during weekends. The ACCD Director, or his/her designee, retains final approval on specifics regarding location(s), size, and hours of operation. The selected contractor must be able to provide services during any of these times.

For clarity, General Contractor Services (Expo) specifically **excludes** the following:

- a) audio visual services
- b) telecommunications and internet services

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- c) temporary power and mechanical services
- d) rigging and overhead safety work
- e) production lighting
- f) theatre production management, supervision, and stagehand labor
- g) catering services
- h) coat check services
- i) production staging services
- j) security services
- k) first aid services

**3.0 CONTRACTOR'S MINIMUM QUALIFICATIONS**

- 3.1 The Contractor shall have a minimum of five (5) recent years of continuous experience prior to this solicitation providing exhibit decorating services, as described herein and similar in size and scope to this scope of work. The Contractor shall submit proof of their experience with their response to this RFP. Proof may be in the form of Contractor's references (current and previous) during the previous five-year period and which clearly demonstrate and verify the Contractor's eligibility.
- 3.2 The Contractor shall have warehouse facilities with appropriate inventory of rental equipment necessary for accommodating both planned and unplanned services. Contractor's warehouse shall be located within 300 miles of the Texas State Capitol.
- 3.3 The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). Telephone answering machines do not meet the requirement.
- 3.4 The Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to meet minimum contract requirements including insurance requirements, or outstanding financial obligations to City.

**4.0 SCOPE OF WORK**

- 4.1 The Contractor shall perform installation and dismantling services and provide rental equipment specified herein on an as-needed basis upon the City's Contract Manager or designee's request.

- 4.1.1 ACCD reserves the right to perform installation and dismantling labor for rental equipment.

**4.2 Pipe and Drape System**

- 4.2.1 The Contractor shall be able to provide, install and dismantle pipe and drape systems.

- 4.2.1.1 The Contractor shall be capable of installing pipe and drape as booths or as stand-alone units upon request by the City's Contract Manager or designee.

- 4.2.1.2 Pipe System

- 4.2.1.2.1 The Contractor's pipe system shall include piping tubes for drape support, including but not limited to uprights (vertical portion of the pipe), base plates, base weights, and supports (horizontal portion of the pipe), and any necessary hardware needed to create a functional product.

- 4.2.1.2.2 Pipe size shall be 1.5" or 2" in diameter.



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- 4.2.1.2.3 Pipe shall be made of heavy-duty aluminum tubes.
- 4.2.1.2.4 Pipe shall be adjustable or fixed.
- 4.2.1.2.5 Contractor shall provide extensions, if needed, for additional height (Extension lengths of 2', 4', 6').
- 4.2.1.2.6 Pipe shall be aluminum finish or black powder coat finish.
- 4.2.1.2.7 The Contractor shall utilize pipe base weights. Sand bags or cinder blocks shall not be used unless approved in writing by the City's Contract Manager.
  - 4.2.1.2.7.1 Base weights shall be rubber and measure 18" x 18" x 2" each. Each weight shall weigh 20 pounds or 30 pounds.

4.2.1.3 Drape System

- 4.2.1.3.1 The Contractor's drape system shall include drape, drape supports, and hook ends.
- 4.2.1.3.2 Drape fabrics shall include a variety of inherently flame-retardant fabrics available in the industry; such as, polyester premier fabrics with flat, matte finish; velvet; crushed velvet; burlap, velour, banjo cloth, etc.
- 4.2.1.3.3 Drape supports shall be telescoping type, adjustable or fixed to up to 10' length, made from heavy duty aluminum alloy, with cast aluminum hook ends to be used with the 1.5" or 2" sized piping specified above.

4.2.1.4 Stand-Alone Unit

- 4.2.1.4.1 The Contractor's Stand-Alone Unit (i.e. room divider) shall adhere to the same specifications within this Scope of Work for Pipe and Drape.

**4.3 Booths**

- 4.3.1 The Contractor shall be able to provide, install and dismantle up to 48, 10' x 10' booths as requested by the City's Contract Manager or designee and indicated on the event floor plan provided. Each Contractor's booth shall consist of:
  - 4.3.1.1 Background drape 8' high with 3' high side wing drape in an inherently flame-retardant fabric.
  - 4.3.1.2 One (1) 6' draped table (ACCD will provide tables & chairs)
  - 4.3.1.3 One (1) 7" x 44" identification sign
  - 4.3.1.4 One (1) wastebasket
  - 4.3.1.5 10' x 10' booth carpet
    - 4.3.1.5.1 Exact color of booth carpeting will be determined by the City's Contract Manager or designee for each event.
    - 4.3.1.5.2 ACCD may request carpet padding for booths. Upon request, the Contractor shall provide the padding as specified by the City's

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Contract Manager or designee and at rates specified in Section 0705; Cost Proposal Sheet and Available Equipment List.

**4.4 Carpeting**

- 4.4.1 The Contractor shall provide sufficient plush carpeting up to 10' wide, to cover all aisles and entry areas, up to approximately 1,320 linear feet or as otherwise specified by the City's Contract Manager or designee. Exact color of carpeting will be determined by the City's Contract Manager or designee for each event.
- 4.4.2 The Contractor's carpet shall be installed, with carpet seams double-faced, top-taped, and cut in by the Contractor.
- 4.4.3 The Contractor's carpet shall be in good condition and a sample of the carpet must be shown and approved in writing, in advance, by the City's Contract Manager or designee.
  - 4.4.3.1 Carpet considered in "good condition" does not display stains, worn spots, faded coloring, etc.
- 4.4.4 The Contractor shall vacuum Contractor's carpet and empty wastebaskets prior to the show opening each day. The Contractor shall invoice for booth cleaning per the specified hourly rate in Section 0705.

**4.5 System Exhibits**

- 4.5.1 The Contractor shall provide the following system exhibits upon request by the City's Contract Manager or designee:
  - 4.5.1.1 Registration Counters
  - 4.5.1.2 Main Entrance Unit
  - 4.5.1.3 Column Wraps
    - 4.5.1.3.1 The Contractor's column wrap shall provide up to 10' high covering for each column.

**4.6 Decorative Furnishings**

- 4.6.1 The Contractor shall provide decorative furnishings upon request by the City's Contract Manager or designee. Decorative furnishing may include but is not limited to:
  - 4.6.1.1 Sofas
  - 4.6.1.2 End tables / coffee tables
  - 4.6.1.3 Arm chair
  - 4.6.1.4 Director's chair
  - 4.6.1.5 Bar stools
  - 4.6.1.6 Lighting (i.e. lamps)
  - 4.6.1.7 Rugs
  - 4.6.1.8 Artificial or decorative floral, trees and plants
  - 4.6.1.9 Sofa pillows

**4.7 Banners, Directional Signage, Window Clings, Floor Clings Signs**

- 4.7.1 The Contractor shall prepare a schedule of and be responsible for all signs or graphic display installations, sign distributions and removal of displays and signs after each event.

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- 4.7.2 A timeline for copy, proofing and production will be developed by the Contractor and the City's Contract Manager or designee to ensure deadlines are met.
- 4.7.3 Sign templates and all unique graphic displays will be designed by the City's Contract Manager or designee and shall be incorporated by the Contractor.
- 4.7.4 All sign holders, sign bases and fire exit signs shall be provided by the Contractor.
- 4.8 **Other Related Services and Rental Equipment:** The City may require additional services or rental equipment not listed herein as a part of this Scope of Work (Section 0500), in the associated Cost Proposal Sheet (Section 0705) or Available Equipment List. Should the City request to rent other equipment from the Contractor, the Contractor shall provide the rental items at the price and/or proposed percent discount as defined on their Available Equipment List and/or the Cost Proposal Sheet; Section 0705.

**5.0 CONTRACTOR'S REQUIREMENTS**

**5.1 General Requirements**

The Contractor shall:

- 5.1.1 Provide all labor, supervision, tools, equipment, instruments, incidentals, expendable items, personal protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material proposed and not charged separately.
- 5.1.2 Provide their own material handling and height reducing equipment such as pallet jacks, forklifts, weighing system, dollies, and all other equipment necessary to perform this Scope of Work. Contractor shall not use ACCD equipment in the execution of services.
- 5.1.3 Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate the services specified herein.
- 5.1.4 Ensure that all of its personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.
- 5.1.5 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
  - 5.1.5.1 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the City's Contract Manager or designee.
  - 5.1.5.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same

**CITY OF AUSTIN  
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EXPOSITION DECORATING AND RENTAL SERVICES  
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requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

- 5.1.6 Perform all steps reasonably necessary to protect City property and persons from harm.
  - 5.1.7 Be responsible for any and all damage to City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractors actions.
    - 5.1.7.1 If damage occurs, Contractor shall notify the City's Contract Manager or designee immediately.
    - 5.1.7.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
  - 5.1.8 All work is subject to inspection and acceptance by the City's Contract Manager or designee.
  - 5.1.9 Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
  - 5.1.10 At its sole expense, obtain and maintain private storage space at a location other than at the ACCD Facilities. The City will have no obligation to provide Contractor with storage space in ACCD Facilities or other City-owned facilities.
  - 5.1.11 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
  - 5.1.12 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its subcontractor, to rented or Contractor-owned equipment.
  - 5.1.13 While onsite, the Contractor and its employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.
- 5.2 Service Request Type Requirements (General & Expedited)
- 5.2.1 General Services (Non-Expedited)
    - The Contractor shall:
      - 5.2.1.1 General Contractor Services shall be considered "Non-Expedited", unless otherwise indicated by the City's Contract Manager or designee.
      - 5.2.1.2 Coordinate General Contractor Services with the City's Contract Manager or designee.

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- 5.2.1.3 If applicable or at the City's request, the Contractor shall arrange a site-visit with the City's Contract Manager or designee.
- 5.2.1.4 Acknowledge the City's Contract Manager or designee service request by email, phone, or text message within two (2) business days of the request.
- 5.2.1.5 Provide a written quote of the total cost of work, ("Quote") within three (3) business days of the Contractor's acknowledgement of the service request or upon request by the City's Contract Manager or designee, and at no cost to the City. The Quote for these services shall be in writing and shall include:
  - 5.2.1.5.1 A quote of the total cost of the work, including an itemized quote with labor and rental equipment (based on prices established in the Contract);
  - 5.2.1.5.2 A description of services to be performed (if applicable),
  - 5.2.1.5.3 A recommended schedule with a proposed start and finish date/timeframe.
- 5.2.1.6 Submission of a Quote shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.
- 5.2.1.7 Provide the Quote for services and rental equipment in accordance with the established prices as stated in the Section 0705, Cost Proposal Sheet and Available Equipment List. All quotes must be approved by the City's Contract Manager or designee, in writing prior to the start of work.
- 5.2.1.8 The City's Contract Manager or designee, will review the Quote and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by the City.
  - 5.2.1.8.1 The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the City's Contract Manager or designee and schedule a date and time for the services to begin.
  - 5.2.1.8.2 If the City's Contract Manager or designee does not agree with the Quote as presented, the City's Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised written Quote for approval to the City's Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the City's Contractor Manager or designee.
- 5.2.1.9 Complete the work and/or provide rental equipment within the time stated in the Quote. The Contractor shall notify the City's Contract Manager or designee upon completion of the services.
- 5.2.1.10 Immediately notify the City and request additional time if the Contractor determines that the services being performed cannot be completed as specified in the Quote. The Contractor and the City's Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the City's Contract Manager or designee.

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**5.2.2 Expedited Rental Equipment and Services:**

- 5.2.2.1 The City may require the Contractor to respond to expedited service requests for rental equipment and/or services. Expedited services shall be defined as services and/or rental equipment which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the City. The City shall have the sole and final authority in determining when services will be designated as Expedited.
- 5.2.2.2 Expedited services shall be available 24 hours a day, 365 days a year and shall be billed in accordance with the Contractor's Available Equipment List and Cost Proposal Sheet; Section 0705 (if applicable, labor rates are based on the time of day Expedited services are provided).
- 5.2.2.3 For each request of Expedited Service, the City will request services (each instance, a "Notification") and Contractor shall respond to/acknowledge an Expedited Service request within 30 minutes and be onsite within two (2) hours, from Notification by the City. Response time shall be calculated beginning at the time the notification is made through the time when the Contractor's technician signs in at the facility.
- 5.2.2.4 During Expedited services, all other provisions of this Contract shall apply.
- 5.2.2.5 If additional services or rental equipment are required after the Expedited Services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

**5.3 Rental Equipment**

- 5.3.1 Rental equipment (all rental items provided in Section 0500; Scope of Work-4.0) provided to perform under this Contract shall be factory-new, free of defects in materials and workmanship as approved by the City's Contract Manager or designee.
- 5.3.2 Percent Discount off Available Equipment List:
  - 5.3.2.1 The Contractor may elect to apply a percent discount on the Section 0705, Cost Proposal Sheet. If the Contractor elects to discount their Available Equipment List, the Contractor shall adhere to the appropriate requirements below:
    - 5.3.2.1.1 Percent Discount: The Contractor may provide rental equipment at a percentage discount from the Available Equipment List. The percentage discount shall be in accordance with the Section 0705, Cost Proposal Sheet.
    - 5.3.2.1.2 All line item charges for rental equipment will be verified by the City.
- 5.3.3 The City shall not reimburse the Contractor for equipment and materials purchased and held in Contractor's inventory.
- 5.3.4 All equipment shall be in good operating condition and shall meet or exceed OSHA industry standards.

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- 5.3.5 Any motorized or mechanical equipment such as lifts, booms or scaffolds will be inspected and approved by the City's Contract Manager or designee before use. Non-marking tires shall be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect it from the equipment. The Contractor is responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches.
- 5.3.6 No gasoline, natural gas, or diesel, or propane-powered equipment shall be allowed inside a facility without the written permission of the City's Contract Manager or designee.
  - 5.3.6.1 Exception to 5.3.6: Propane-powered equipment is allowed in exhibit halls only. The Contractor shall obtain written permission from the City's Contract Manager or designee prior to operating propane-powered equipment in any exhibit hall.
- 5.3.7 The City may require the Contractor to stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor or the contractor is using the equipment in an unsafe manner. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.

**5.4 Available Equipment List:**

- 5.4.1 Available Equipment List: The Contractor shall provide an Available Equipment List specifying all rental equipment, (including items such as tables and chairs) and associated rental price that will be available to ACCD, with their proposal (See Section 0600; Tab 6 and Section 0705; Section C).
  - 5.4.1.1 The City will evaluate the Available Equipment List for its quantity and variety of rental equipment proposed. The Available Equipment List will be utilized for all work specified within Section 0500 including Other Related Services and Rentals.
  - 5.4.1.2 Available Equipment List prices are firm for a minimum of twelve (12) months after award, as specified in Section 0400.
  - 5.4.1.3 New or updated pricing for items on the Available Equipment List may be utilized after the initial twelve (12) months per Section 0400.
  - 5.4.1.4 The Contractor shall submit new or updated Available Equipment List via email, as an electronic file, to the City's Contract Manager. The City will accept a printed copy only if no electronic format is available.
  - 5.4.1.5 If there are any discrepancies in pricing between Specified (0705; Section B) and the Available Equipment List with proposed percent discount, the lowest price prevails.

**5.5 Meetings:**

- 5.5.1 The Contractor shall attend meetings scheduled by the City. Notice of any such meeting(s) will be given by City's Contract Manager or designee, to the Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and the purpose of the meeting.

**6.0 CONTRACTOR PERFORMANCE**

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- 6.1 Contractor performance will be monitored on a regular basis by the City. Failure to perform per the Scope of Work may result in contract termination, as determined by the City.
- 6.2 Unsatisfactory Performance: An unsatisfactory performance determination includes, but is not limited to:
  - 6.2.1 Failure to provide services and rental equipment, as described in the Scope of Work.
  - 6.2.2 Failure to provide timely reports as described in the Scope of Work.
  - 6.2.3 Failure to maintain all insurance requirements during the term of the Contract.

**7.0 SAFETY REQUIREMENTS**

The Contractor shall:

- 7.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 7.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:
  - 7.2.1 The Contractor's personnel shall wear appropriate personal protection equipment at all times.
  - 7.2.2 The Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
  - 7.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry.
  - 7.2.4 The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
  - 7.2.5 The Contractor shall post safety warnings as necessary to ensure safe operations.
- 7.3 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the City's Contract Manager or designee.
- 7.4 Immediately notify the City's Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.
- 7.5 Comply with all provisions of the Occupational Health and Safety Act (OSHA) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 7.6 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor



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shall provide a verbal report to the City immediately, and no more than one (1) business day after the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.

- 7.7 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.
- 7.8 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the City's Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

**8.0 HOURS OF SERVICE**

Time designations shall be as follows:

- 8.1 **REGULAR HOURS** shall be 6:00 a.m. through 6:00 p.m., Monday through Friday. Hourly rates for regular hours shall be in accordance with Section 0705, Cost Proposal Sheet.
- 8.2 **NON-REGULAR HOURS** shall be: 6:01 p.m. through 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and holidays. Hourly rates for these non-regular hours may be increased by up to 150% (time and a half) of the regular hourly rates.
  - 8.2.1 Holidays: Holidays are defined as the dates listed below.
    - 8.2.1.1 New Year's Day
    - 8.2.1.2 Martin Luther King Day
    - 8.2.1.3 Memorial Day
    - 8.2.1.4 Independence Day
    - 8.2.1.5 Labor Day
    - 8.2.1.6 Veterans Day
    - 8.2.1.7 Thanksgiving Day
    - 8.2.1.8 Christmas Day
- 8.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.
- 8.4 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the City's Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Non-Regular Hourly Labor Rate per Section 0705, Cost Proposal Sheet.
- 8.5 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hourly rate for services unless requested and approved in writing by the City's Contract Manager or designee prior to starting the work.

**9.0 PERSONNEL UNIFORMS**

- 9.1 While performing work on City property, Contractor's personnel shall be neat in appearance, wear visibly company issued photo identification badges, and use appropriate personal protective equipment.

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**10.0 TRANSPORTATION AND PARKING**

- 10.1 The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for the Contractor, the Contractor shall be responsible for parking fees (parking garage, surface lots, metered parking etc.) and fines. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

**11.0 CONTRACT CLOSE-OUT**

- 11.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.
- 11.2 The Contractor shall submit its final invoice(s) in accordance with Section 0300: Standard Terms and Conditions and Section 0400: Supplemental Purchase Provisions.
- 11.3 The Contractor shall coordinate an annual meeting with the City's Contract Manager or designee two (2) months before each anniversary contract date, in person or via a teleconference to discuss contract compliance.
- 11.4 If the Contractor fails to remove all rental equipment at the expiration of the contract, ACCD reserves the right to contact an alternate Contractor to relocate equipment to an alternative site. The Contractor shall be responsible for the alternate Contractor's charge.

**12.0 OMISSIONS**

Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the proposer in their proposal (See Section 0705, Cost Proposal Sheet).



**RFP: City of Austin 8200 SMW3000**

**Name of Solicitation: Exposition  
Decorating and Rental Services**

**Due Date: January 29, 2019 2:00pm**

**Proposer point of Contact:**

**Mario A. Rodriguez**

**[mrod@conventionandexpo.net](mailto:mrod@conventionandexpo.net)**

**956-605-2220 cell**

**512-354-1280 office**

**956-688-8339 fax**

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## **Tab 1 Executive Summary**

Convention & Expo Management Services, LLC is a HUB certified, limited liability company partnership, established in July 2009. We are authorized to conduct business and operate in the State of Texas. Our Company headquarters is located in Austin, Texas, with a branch in McAllen, Texas. CEMS is a full service decorating company. As your full service contractor, CEMS professional team is at your service. With years of Experience, our knowledgeable and courteous staff will work with you and your team/ exhibitors on all aspects of the event ensuring a seamless execution from start to finish. CEMS confirms and understands the requirements for RFP- Exposition Decorating and Rental Services. We will submit a detailed list of services required/quote by ACCD and assign a Single Point of contact for your event/s whom is available 24 hours a day, seven days per week, 365 days per year(including holidays). CEMS will attend any meetings required or walkthroughs regarding any event or location of event. CEMS SPOC will have all communication with City's Contract Manager or designee and will make sure that everything is approved by them, from layouts, quotes, invoices, timelines, graphics, signage, final set up etc., We will provide pictures of rental services, available equipment list updated to date, update quote when requests have been sent to ensure that we stay within budget. We will create a detailed timeline for the entire event including: load in/ load out, check in with facility security/loading dock/event coordinator of facility, arrival times, set up times in detail, check out times, etc., for show site and provide a copy to ACCD and facility. CEMS will ensure that we work hand and hand with Exhibitor requests and needs and keep ACCD updated with any involvement regarding vendors. We ensure that layout approved by ACCD is submitted and approved by facility and Fire Marshal. We will make any necessary updates to layout and resubmit layout for approval,if needed. We will also give a timeline for (graphics, signage, Exhibitor Manual information) and ensure these deadlines are met to ensure a smooth and successful event. We are present for the Entire move in for Exhibitors and have a CEMS Registration Counter set up onsite for any questions that may arise. We ensure that all questions are answered and all needs are met to the best of our ability. Along with this, we provide ALL necessary equipment and tools to install/dismantle and complete the set up/breakdown (electric pallet jack, forklifts, tools, dollies, expandos, drapes, staple gun, etc.,) We also provide services rental furnishings, answers for freight, material handling questions and labor if Exhibitor need to contract for a setup. We are aware of the requirements for this Proposal and ensure ACCD that we accept all terms and agreements and comply with all Federal, State, Local and City of Austin guidelines.

## **Tab 2 City of Austin Purchasing Document**

**A.Offer and Award Sheet**

**B.Section 0605- Local Business Presence  
Identification Form**

**C.Section 0705- Cost Proposal Sheet**

**D.Section 0800- Non-Discrimination and Non-  
Retaliation Certification**

**E.Section 0815 Contractor Living Wages  
Certification**

**F. Section 0835- Non-Resident Bidder  
Provisions**

**G. Addendums**



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP 8200 SMW3000

**DATE ISSUED:** January 7, 2019

**REQUISITION NO.:** 18110200078

**COMMODITY CODE:** 96260

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Shawn M. Willett  
Deputy Procurement Officer

**Phone:** (512) 974-2021

**E-Mail:** shawn.willett@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Exposition Decorating  
and Rental Services

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** N/A

**LOCATION:** N/A

**PROPOSAL DUE PRIOR TO:** 2:00 PM on January 29, 2019

**PROPOSAL OPENING TIME AND DATE:** 3:00 PM on January  
29, 2019

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION OPENING ONLINE:** For RFP's, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for FedEx, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8200 SMW3000	Purchasing Office-Response Enclosed for Solicitation # RFP 8200 SMW3000
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0705	COST PROPOSAL	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

Convention & Expo Management Services, LLC

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Convention Expo Management Services, LLC	
Physical Address	6225 N. Lamar Blvd. Austin, TX 78752	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

**SECTION 0705 - COST PROPOSAL SHEET  
CITY OF AUSTIN  
EXPOSITION DECORATING AND RENTAL SERVICES**

SOLICITATION NO.: RFP 8200 SMW3000

PURCHASING OFFICE CONTACT: Shawn Willett, Deputy Procurement Officer

**SPECIAL INSTRUCTIONS:**

The quantities and estimated annual expenditures noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on anticipated usage. Actual purchases may be more or less. Prices on the cost proposal shall be all inclusive of any fees not expressly allowed on the scope of work. The Contractor shall not charge separately for fuel surcharges, stop-fee, or any other fees.

Failure to respond to all sections of this cost proposal may result in the disqualification of the Offeror's response. A price of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item.

**SECTION A - LABOR RATES**

ACCD may request the Contractor to provide installation and dismantling labor on an as-needed basis. ACCD reserves the right to perform installation and dismantling labor for rental equipment.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Labor rate per hour for <b>Regular Business Hours</b> (6:00 AM to 6:00 PM Monday - Friday)	Hourly	5	\$45.00	\$ 225.00
2	Labor rate per hour for <b>Non-Regular Business Hours</b> (6:01 PM to 5:59 AM Monday - Friday, all day Saturday, Sunday and holidays). Not to exceed 150% or "time and a half" of Regular Hour rate.	Hourly	5	\$65.00	\$ 325.00
3	Labor rate per hour for Booth Cleaning	Hourly	5	\$45.00	\$ 225.00
<b>SECTION A SUBTOTAL</b>					<b>\$ 550.00</b>

**SECTION B - SPECIFIED ITEMS - RENTAL EQUIPMENT FEES**

Proposer must be able to provide the Specified Items below, as required in Section 0500; Scope of Work. These prices shall be based on the same Available Equipment List rates/prices and percentage discount as identified below in Section C for Non-Specified Items. If there are any discrepancies in pricing between Section B and the Available Equipment List, the lowest price prevails.

The be considered for award, the Contractor shall bid on every bid item in this section. "No bid" bids will not be accepted.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
4	10' x 10' booth carpet (Per Section 0500; Item 4.2.4)	Each	480	\$30.00	\$ 14,400.00
5	10' x 10' booth Pipe and Drape (Per Section 0500; Item 4.2.4)	Each	48	\$45.00	\$ 2,160.00
6	10' x 10' booth 7" x 44" identification sign (Per Section 0500; Item 4.2.4)	Each	48	\$5.00	\$ 240.00
7	Aisle Carpet, 10' wide, solid color or tuxedo	Linear Foot	1320	\$2.50	\$ 3,300.00
8	Main Entrance Unit - Two or Three towers and one or two headers	Per Unit	2	\$2,000.00	\$ 4,000.00
9	Registration Counter with header	Per Unit	3	\$250.00	\$ 750.00
10	Armchair, Leather	Each	2	\$100.00	\$ 200.00
11	81" x 42" graphic print on 2" foam	Each	5	\$550.00	\$ 2750.00
<b>SECTION B SUBTOTAL</b>					<b>\$ 27,800.00</b>

**SECTION C - NON-SPECIFIED ITEMS**

Proposer must be able to provide other rental equipment not listed above (including tables and chairs). The prices for these Non-Specified Items shall be based on the Available Equipment List and percentage discount as indicated below. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent discount to the City. The percentage discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400.

Proposer shall provide the name of the Available Equipment List, issued date of the list and percentage discount off the identified price sheet.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL EXPENDITURES	DISCOUNT OFF PRICE SHEET	EXTENDED PRICE
12	Available Equipment List Name: <u>Available Equipment List to ACCD</u> Date Issued: <u>01/21/19</u>	\$ 40,000.00	0%	\$40,000.00
<b>SECTION C SUBTOTAL</b>				<b>\$ 40,000.00</b>

**TOTAL COST PROPOSAL (SUBTOTAL A, B & C)** **\$ 68,350.00**

City of Austin, Texas  
Section 0800  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas  
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

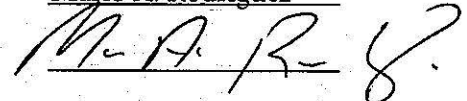
Dated this 16th day of January, 2019

CONTRACTOR

Authorized  
Signature

Title

Mario A. Rodriguez



Director of Operations

**Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Sally Tapia	CEMS	Prime	\$15.00	Administrator
Jovanna Diaz	CEMS	Prime	\$19.00	Event Coordinator Manager
Mario A. Rodriguez	CEMS	Prime	\$24.00	Dir. of Operations
Lorenzo Ramos	CEMS	Prime	\$15.00	Ops Supervisor

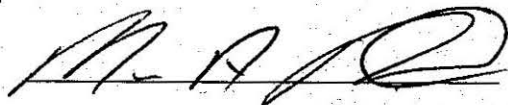
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Convention Expo Management Services, LLC (CEMS)

Signature of Officer  
or Authorized  
Representative:



Date: 01/16/19

Printed Name:

Mario A. Rodriguez

Title

Director of Operations

**Section 0835: Non-Resident Bidder Provisions**

Company Name Convention Expo Management Services, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: TEXAS

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

## **ADDENDUMS**

**N/A**



## Section 0840, Service-Disabled Veteran Business Enterprise Preference

<b>Offeror Name</b>
[Convention Expo Management Services, LLC]

### Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
  - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	1352367870700
HUB Eligibility Category	HUB/HI
HUB Issue Date	12/28/18
HUB Expiration Date	12/28/22

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

## **Tab 3 Authorized Negotiator**

## Authorized Negotiator

**Mario A. Rodriguez**

**6225 N. Lamar Blvd.**

**Austin, TX 78752**

**[mrod@conventionandexpo.net](mailto:mrod@conventionandexpo.net)**

**956-605-2220**

**Jovanna Diaz**

**6225 N. Lamar Blvd.**

**Austin, TX 78752**

**[info@conventionandexpo.net](mailto:info@conventionandexpo.net)**

**956-702-4926**

**Sally Tapia**

**6225 N. Lamar Blvd.**

**Austin, TX 78752**

**[stapia@conventionandexpo.net](mailto:stapia@conventionandexpo.net)**

**512-589-5078**

## **Tab 4 Business Organization and Project Management Structure**

**Convention & Expo Management Services, LLC. (CEMS)****6225 N. Lamar Blvd. Austin, TX 78752 (Main Office) 1305****E. Pecan Blvd. Ste G & H McAllen, TX (Branch)**

Convention & Expo Management Services, LLC is a HUB certified, limited liability company, partnership. We are authorized to conduct business and operate in Texas. Our Company headquarters is located in Austin, Texas, with a branch in McAllen, Texas.

**Organizational Chart of Employees Key Personnel Qualification & Experience**

<b>Key Personnel List</b>			
<b>Employee Title</b>	<b>Key Personnel Name</b>	<b>Firm Company Name</b>	<b>Firm Employee</b>
Project Manager/ Director of Operations Event Planning Team/ Event Management Team	Mario A. Rodriguez	Convention & Expo Management Services, LLC	Firm's Employee Oversee the entire project; very hands on with event; ensures ALL duties are taken care of Operations/administration planning, etc. Will be present at show site.
Operations Assistant Director/ Operations Supervisor/Forklift Operator Event Planning Team/ Event Management Team	Lorenzo Ramos	Convention & Expo Management Services, LLC	Firm's Employee Ensures set up/breakdown/ event run smoothly. Will be present at show site. Forklift Operator.
Admin Event Planning Team/ Event Management Team	Sally Tapia	Convention & Expo Management Services, LLC	Firm's Employee Ensures Operations and Administration is on the same page with the planning and execution of the event.
Event Coordinator Manager/Administrative Assistant Event Planning Team/ Event Management Team	Jovanna Diaz	Convention & Expo Management Services, LLC	Firm's Employee Involved in planning from beginning to end. Make sure All deadlines are set. Will handle any and ALL questions for planning. Makes sure operations has all information needed for event: layout, changeover, signage, etc. Ensures all communication from the planning team and

			management team is transparent.
Assistant Event Coordinator Event Planning Team/ Event Management Team	Clarissa Jasso	Convention & Expo Management Services, LLC	Firm's Employee Ensures all deadlines for signage, deposits, etc., are met. Create Exhibitor Kit for event
Operations	Anton Ruiz	Convention & Expo Management Services, LLC	Ensures everything is set up according to layouts. Makes sure all needs are met.
Operations	Jaime Alaniz	Convention & Expo Management Services, LLC	Ensures everything is set up according to layouts. Makes sure all needs are met.
Operations	Ray Reyna	Convention & Expo Management Services, LLC	Ensures everything is set up according to layouts. Makes sure all needs are met.

### Company Ability to Perform

Our Project Manager, Mario A. Rodriguez, Operations Manager, Lorenzo Ramos, Administrator, Sally Tapia, Event Coordinator Manager, Jovanna Diaz, Event Coordinator, Clarissa Jasso and Forklift Operator will all be committed to the ACCD Event/s. Any issues that may arise will be handled by our Event Manager Jovanna Diaz or Projects Manager/Director of Operations Mario Rodriguez.

**Project Manager** is the main point of contact between operations assistant director and ACCD staff. He is responsible for managing, creating a strategic plan for the event, established objectives, procedures, policies, regulations, guidelines, creates a schedule, creates timelines, makes sure project stays within budget. Delegates duties and supervises team's progress. He makes sure that all policies and regulations from the facility are respected during load in/ load out, etc. Works hand in hand with facility from loading dock, parking, director of operations from facility and ensures for a smooth and successful set up and breakdown of event. 20 years' experience with similar responsibilities, works directly with others, makes sure procedures, regulations and goals are met. Creates solutions to problems and creates a contingency plan.

**Operations Assistant Director** works hand in hand with Project Manager to ensure all labor needs/requests are met. Works hand in hand with Project manager to ensure all policies and procedures are met. Works hand in hand with facility from loading dock, parking, director of operations from facility and ensures for a smooth and successful set up and breakdown of event. Certified Forklift operator. 15 years' experience with similar responsibilities.

**Administrator** works directly with Project Manager and Event Coordinator Manager. Ensures that all layouts are created and submitted to ACCD, facility and Fire Marshal timelines are met, for graphics on Custom signage, exhibitor for signage. Exhibitor Manual is created and approved by ACCD. Communicates with event coordinator manager and assistant event coordinator regarding all ACCD needs and requests. Admin will confirm all insurance, necessary documents are submitted to ACCD and facility. Works with Event Coordinator Manager regarding submittal of proposal/ quote and Purchase Order by ACCD, along with handling final invoice, payment. Works with Project Manager on event and executes a strategic plan to ensure all procedures are met. 10 years' experience with similar responsibilities.

**Event Coordinator Manager** works directly with ACCD staff in creating layouts, timelines on due dates for signage, Exhibitor Manual. Communicates with ACCD team as often as needed, communicates with event coordinator of facility to ensure all guidelines and policies are met. Creates proposal/ quote for each event and ensures that anytime additional items are added, an updated quote is submitted to ACCD. Works with Accounting and makes sure a Purchase Order is submitted by ACCD, along with handling final invoice, payment. Works hand in hand with show exhibitors and ensure all questions and inquiries are answered in a timely manner. Submits layout for approval of ACCD, facility and Fire Marshal. Submits all necessary documents (insurance, worker's comp, etc) to facility and ACCD. Works with Project Manager on event and executes a strategic plan to ensure all procedures are met. 6 years' experience with similar responsibilities.

**Assistant Event Coordinator** assists Event Coordinator Manager and Project Manager. Assists with creating timelines for deadlines to be met for signage, graphics, event checklist (all information regarding set up). Works hand in hand with show exhibitors and ensure all questions and inquiries are answered in a timely manner. Emails the Exhibitor Manual to all Exhibitors and processes all rentals/ material handling for Exhibitors. Assists with the submittal process of layout to facility and Fire Marshal. Creates a timeline and submits to facility for load in/load out.

**Operations** and general labor. Ensures everything is set up according to layouts. Makes sure all needs are met. Assist with Exhibitor Material Handling/Freight is delivered to appropriate booths/ area. At time of breakdown, they assist with load out, outbound freight and any questions Exhibitors may have or if they need any assistance with anything.

We are present for the Entire move in for Vendors and have a Registration Counter set up onsite for any questions that may arise from vendors. We ensure that all questions are answered and all needs are met. We also provide services rental furnishings, answers for any freight and material handling questions and if vendors need to contract labor for a setup, we can also provide that for them as well.

**Tab 5 Prior Experience**



## Proposer's Experience and Reputation

Convention & Expo Management Services is a HUB certified limited liability company, established in July 2009. We are a full service convention and tradeshow Decorator. We provide services including but not limited to: exhibit floor plans, booth equipment, rental furnishings, electrical distribution, freight and material handling, labor, custom display rentals and sign making capabilities. We have been the contracted decorating company for City of Austin Expos, RGV Livestock show, Victoria Livestock show, SMWVBO, Alamo City Comic Con, Quilt Con, Region One Technology Conference; SMWVBO, Capital of Texas Quiltfest, San Japan, Winter Texan Expo, Texas Hunter's & Sportsman's Expo, etc.

## Company's Client References

- Thelma Longoria, Region One Technology Conference, 1900 W Schunior, Edinburg, TX 78541, (956-984-6071) [thlongoria@esc1.net](mailto:thlongoria@esc1.net)
- Renee Watson, SMWVBO, 3219 E Houston St. San Antonio, TX, (210-335-2478) [rwatson@bexar.org](mailto:rwatson@bexar.org)
- Maureen Cabellero, Wedding Fair, 275 RockHill Dr. San Antonio, TX, (210-899-2219) [weddingfairevents@gmail.com](mailto:weddingfairevents@gmail.com)
- Kristi Collier, Winter Texan Expo, 219 Nolana McAllen, TX, (956-687-5115) [Kristi@welcomemhmergv.com](mailto:Kristi@welcomemhmergv.com)
- Dave Henkin, San Japan, 6534 FM 78 Suite 110 #447 San Antonio, TX 78244 (512-970-3001) [dave@san-japan.org](mailto:dave@san-japan.org)
- Cindy Henson, City of Austin, 1050 E. 11<sup>th</sup> St. Austin, TX 78702 512-974-9304 [cindy.henson@austintexas.gov](mailto:cindy.henson@austintexas.gov)
- Missy Sappington, Victoria Livestock Show, PO Box 2255 Victoria, TX 77902 (361-576-4300) [missy.sappington@gmail.com](mailto:missy.sappington@gmail.com)
- DJ Wernecke, RGV Livestock Show and Rodeo, PO Box 867 Mercedes, TX 78570 (956-565-2456) [dj@rgvls.com](mailto:dj@rgvls.com)
- Justin Curl, Texas Hunter's & Sportsman's Expo, PO Box 2647 McAllen, TX 78502 (956-789-1456) [texashunterexpo@aol.com](mailto:texashunterexpo@aol.com)
- Denita Powell, Capital of Texas Quiltfest (512-297-6273) [dedepow6@gmail.com](mailto:dedepow6@gmail.com)
- Heather Grant Quilt Con (512-968-1914)
- Nicole Luna, Texas Association of Collegiate Registrars and Admission, 1201 West University Edinburg, TX 78539 (956-665-2859) [nicole.luna@utrgv.edu](mailto:nicole.luna@utrgv.edu)
- Kelly Kemp, Texas Association of Appraisal Districts, (512-467-0402) [kkemp@taad.org](mailto:kkemp@taad.org) 7700 Chevy Chase Drive Building 1, Suite 425 Austin, TX 78752
- Gloria Fuller, Texas Association of Physical Plant Administrators (817-239-2346) [gfuller12@sbcglobal.net](mailto:gfuller12@sbcglobal.net) 1202 Hillsboro St. Cleburne, TX 76033
- Paula Romano, Texas Chamber of Commerce Executives (512-637-7706) [PRomano@txbiz.org](mailto:PRomano@txbiz.org) 1209 Nueces Street Austin, TX 78701

Convention & Expo Management Services has worked with different types of organizations throughout the past 10 years. Our most recent projects within 5-7 years include:

**Region One Technology Conference** this Conference was held in May 2018 by Thelma Longoria (956-984-6071) at the South Padre Island Convention Centre. We have serviced this conference for the past four years. The show will consist of 104 10'x10' booths, ID sign and Registration counters, Stanchions, material handling, Velour Drape, carpeting of booths. Operations was at show site to set up the approved layout by Fire Marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Small, Minority, Women and Veteran Business Owners** which was held at the Freeman Coliseum Exposition Hall by Renee Watson (210-335-2478). We have been the contract decorating company for 3 years (December 7, 2015 through December 7, 2018.) The show consisted of 128 10'x10 booths with furniture, 128 - 10'x10 carpets, skirted tables, Registration counters, Easels, Custom Signage, Hanging of aisle signs, additional 8' and 3' pipe and drape. Operations was at the Freeman Coliseum by 8:00am on December 5, 2018 ready to set up exhibitor booths, once the booths were up operations then distributed Vendor ID Signs. December 6, 2017 Operations was on site by 6:00am ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Capital of Texas Quiltfest**, this event was held at the Palmer Event Center on September 28, 2018 through September 30, 2018 by Denita Powell (512-297-6273). We have been the contract decorating company for 4 years. This show will consist of skirted tables, folding chairs, 8ft tall back drop drape, 6ft-8ft Adjustable top rods, ID Signs, park benches, cleaning services and poster boards. Operations was at show site to set up the approved layout by Fire Marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Texas Hunter's and Sportsman's Expo** which was held at the McAllen Convention Center by Justin Curl (956-789-1456). We have been the contracted decorating company for this event for the past 8 years. The show consisted of 284 10'x10 booths with furniture, skirted tables, 2 chairs per booth, Registration counters, Entrance Unit, Easels, additional 8' and 3' pipe and drape. Operations was at show site to set up the approved layout by Fire Marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**City of Austin Job Fair** which was held at the Palmer event Center by Cindy Henson (512-974-9304). We have been the contracted decorating company for this event this year. The show consisted of 116 10'x10 booths with furniture, skirted tables, 2 chairs per booth, Registration counters, Custom Signage, Easels, additional 8' and 3' pipe and drape. Operations was at show site to set up the approved layout by Fire Marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**RGV Livestock show** which was held at the Mercedes Livestock Show grounds by DJ Wernecke (956-565-2456). We have been the contracted decorating company for this event for the past 8 years. The show consisted of 145 10'x10 booths with furniture, skirted tables, 2 chairs per booth, Registration counters, staging, Carpeting of stage, additional 8' and 3' pipe and drape, multiple changeover events for different Pageants/events/ auction. Operations was at show site to set up the approved layout by Fire Marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Alamo City Comic Con** which was held at the Henry B. Gonzalez convention Center by Apple De La Fuente(210-378-9984). We were the contracted decorating company for this event 2016. The show consisted of 145 10'x10 booths with furniture, skirted tables, 2 chairs per booth, Registration counters, additional 8' and 3' pipe and drape, Floor clings, wall clings, Banner Hanging. Celebrity Area with high tables, stools, cocktail tables. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Quilt Con** which was held at the Austin Convention Center by Heather Grant (512-968- 1914). We were the contracted decorating company for this event 2015. The show consisted of 195 10'x10 booths with furniture package, skirted tables, Registration counters, additional 8' and 3' pipe and drape, Quilt Hanging, daily wastebasket service, freight handling, labor. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**San Japan** which was held at the Henry B. Gonzalez convention Center by Dave Henkin (512-970-3001). We were the contracted decorating company for this event 2017-2018. The show consisted of pipe and drape, marking of floors, banner hangings, floor clings, wall clings, Entrance Unit, Stanchion, skirted tables, Registration counters, additional 8' and 3' pipe and drape, Velour Drape, Custom Signage, carpeting. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Texas Association of Collegiate Registrars and Admission** this event is a traveling event, 2017 was held at the South Padre Island Convention Centre on November 4-7 2017 by Nicole Luna (956-665-2859) and in 2018 was held at Fort Worth Convention Center by Joy Frazier (214-648-2657). We have been the contract decorating company for 2 years. This show will consist of 40-10'x10' booths, ID sign and LED Registration counters, Entrance Unit, Stanchions, material handling, Velour Drape, Internet Cafe: Loveseat, Cocktail Tables, High Stools, Charging Station, Custom Signage, cleaning services, 8ft tall back drop drape. Operations was at show site to set up the approved layout. Once the booths were up operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Texas Association of Appraisal Districts** this event is a traveling event, 2018 was held at the Fort Worth Worthington Renaissance Hotel on February 26-27 by Kelly Kemp (512-467-0402). We have been the contract decorating company for 5 years. This show consists of 46-8'x10' booth package, Skirted Tables, ID sign and LED Registration counters, material handling, Tall tables, High Stools, cleaning services. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Texas Association of Physical Plant Administrators** this event is a traveling event, 2017 was held at Hilton Fort Worth Hotel by Gloria Fuller (817-239-2346), 2018 was held at AT&T Executive Education and Conference Center on March 31- April 2 by (512-258-7474). We have been the contract decorating company for 7 years. This show consists of 80-8'x10' booth package, Skirted Tables, ID sign and LED Registration counters, material handling, Tall tables, Easels, cleaning services. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Texas Chamber of Commerce Executives** this event is a traveling event, 2018 was held at Hilton Dallas Fort Worth Lakes Executive Conference Center by Paula Romano, (512-637-7706), on June 17-20, 2018. We have been the contract decorating company for 7 years. This show consists of 25-40-8'x10' booth package, Custom Signage, Custom ID sign and LED Registration counters, material handling, Easels, cleaning services. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Victoria Livestock show** which was held at the Mercedes Livestock Show grounds by Missy Sappington (361-576-4300). We have been the contracted decorating company for this event for the past 8 years. The show consisted of 80 10'x10 booths with furniture, skirted tables, staging, additional 8' and 3' pipe and drape, changeover events for different events/ auction. Operations was at show site to set up the approved layout. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Winter Texan Expo** which was held at the McAllen Convention Center by Kristi Collier (956-655-1812). We have been the contracted decorating company for this event for the past 5 years. The show consisted of 265 10'x10 booths with furniture, skirted tables, 2 chairs per booth, Registration counters, Entrance Unit, Custom Signage, Easels, additional 8' and 3' pipe and drape. Operations is at facility to set up the layout once approved by fire marshal. Once the booths were up, operations then distributed Vendor ID Signs. They were on site and ready to assist with vendor move in. Once the show was over operations broke down the booths and proceeded to place outbound freight left at booths to the loading dock ready for their scheduled pickup.

**Tab 6 Program Solution and  
Available Equipment List**

Convention Expo Management Services, LLC strives on their excellent customer service. We will assign your event to a Single Point of Contact who will handle your event from beginning to end. ACCD will work directly with SPOC. During the planning period, the SPOC will plan your event by discussing your needs. Our dedication is to ensure that our communication is transparent and making sure any questions or concerns you may have regarding your event is taken care of. CEMS SPOC will have all communication with City's Contract Manager or designee and will make sure that everything is approved by them, from layouts, quotes, invoices, timelines, graphics, signage, final set up etc., Any items ordered on original proposal or added after initial proposal will be submitted via email for approval of Contract manager or designee. We will also give a timeline for (graphics, signage, Exhibitor Manual information) and ensure these deadlines are met to ensure a smooth and successful event. Once your event is planned, Event Manager creates and provides ACCD with a custom Exhibitor Manual for event with all Event Information needed. We then submit it for approval of ACCD point of contact, making sure all information is correct. ACCD can then email it to their Exhibitors or CEMS representative will ask for vendor email list and we can email the Exhibitor Manual to all Exhibitors. We will ensure that we work hand and hand with Exhibitor requests and needs and keep ACCD updated with any involvement regarding vendors. A layout will be created for event (with up to 5 changes free). After 5 changes you will incur additional fees of \$25.00 per hour (1 Hour minimum.) Once we create layout, we will submit to Contract Manager or designee for approval. Once approved, we will submit to facility and get approval from facility and Fire Marshal. Convention Expo complies with all Fire Marshal, facility, Federal, State, Local and City of Austin guidelines and regulations. Any layout changes after approval of facility and Fire Marshal will need to be resubmitted for approval. We will create a detailed timeline for the entire event including: load in/ load out, check in with facility security/loading dock/event coordinator of facility, arrival times, set up times in detail, check out times, etc., for show site and provide a copy to ACCD and facility. Once event is planned and confirmed by ACCD, the Event Manager (SPOC) works directly with the CEMS Project Manager and Show Foreman and ensures your event is set up according to approved layout and needs ordered and confirmed by ACCD. If any changes need to be made at show site, the project manager and Show foreman assist with those needs as long as approved by contract manager or designee and as long as we comply with Fire Marshal guidelines and regulations. Our onsite team is at show site for your needs and ensures for a smooth and successful event. CEMS team arrives at facility and checks in with security, as well as with loading dock (dock assigned to CEMS.) We then check in with Facility event coordinator as well as with ACCD point of contact. Once check in is complete, if need be CEMS will lay a protective tarp as needed to load in and inspect the room/any areas we will be setting up.



We unload our trucks and follow all loading dock regulations as well as freight elevator. We then begin event set up (booths, pipe and drape, registration counters, signage, etc.,) any items included on final quote approved by contract manager or designee. Once set up is complete, we get approval of ACCD confirming all items requested has been completed and approved. Our operations team then has assigned duties. One team is in charge of ensuring that any rental equipment/ services (additional table, cocktail table, carpet, stanchions, bag stand, booth set up/ labor, etc.,) requested by Exhibitor through the Exhibitor Manual form is set up in their booth and ready before Exhibitor arrives at their booth. The other team is in charge of distributing any freight or material handling requested by Exhibitor through the Exhibitor Manual form is delivered to their booth and ready before Exhibitor arrives at their booth. We are present for the Entire move in for Exhibitors and have a CEMS Registration Counter set up onsite for any questions that may arise. We ensure that all questions are answered and all needs are met to the best of our ability. Along with this, we provide ALL necessary equipment and tools to install/dismantle and complete the set up/breakdown (electric pallet jack, forklifts, tools, dollies, expandos, drapes, staple gun, etc.,) We also provide onsite rental furnishings, answers for any freight, material handling (inbound or outbound) questions and labor if Exhibitor needs to contract onsite for a setup. All material handling fees and labors fees for Exhibitors are included in Exhibitor Manual. Once the show starts, CEMS will contact Contract Manager or designee and confirm everything is good to go before we get ready to leave facility. CEMS then signs out of loading dock/security and leaves facility. Once your event is over, our team ensures that load out runs smooth and ensures any questions your Exhibitors may have regarding freight are answered. We assist any Exhibitors whom requested and coordinated freight redirect or freight leaving facility is taken care of. Our onsite team then begins to dismantle of (booths, tables, chairs, registration area) anything that was set up by CEMS. We ensure that the facility will be left in the same order it was when we initially moved in, disposing of any large debris or trash left behind. CEMS will confirm with facility operations and facility event coordinator that room has been inspected and ready to head out. Operations then signs out of loading dock/security and leaves facility. SPOC will then work with Show Foreman and receive final counts for your event and process a final invoice. A final invoice will then be created including the City Contract Number, with the summary of expedited services, date of service, location of services, itemized cost of the labor and rental equipment requested (based on what was established in the initial contract). We will include itemized labor hours broken down with regular hourly rate or non-regular hours rate if applicable. Once final invoice is created, it will then be submitted to payment to ACCD. If a Purchase Order is submitted to Convention Expo, we then follow up with accounting (Accounts payable) regarding if Purchase Order has been submitted for payment. If Purchase Order hasn't been submitted for payment we will email Accounts payable final invoice along with copy of Purchase Order. We accept Credit Card, Check or Electronic Funds Transfer (EFT) as forms of payments.

**Available Equipment List to ACCD:**

As of 01/21/19

<b><u>ITEM</u></b>	<b><u>QUANTITY</u></b>	<b><u>UOM</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
Floor Plan( up to 5 Changes)	1	N/C	\$0.00	\$0.00
Floor Plan After 5 changes	1	Per hour	\$35.00	\$35.00
Exhibitor Manual	1		\$0.00	\$0.00
Booth Package: Custom Company ID Sign, 6' Skirted Table, 8' Backdrop Drape, 3' divider drape	1	EACH	\$45.00	\$45.00
Booth ID Sign	1	EACH	\$5.00	\$5.00
Booth ID Sign w Custom Logo	1	EACH	\$6.00	\$6.00
Entrance Towers (2 Towers Only, not unit)	1	EACH	\$750.00	\$750.00
Custom Signage 4'x8' with logos & graphics (One Sided)	1	EACH	\$480.00	\$480.00
Custom Signage - Step & Repeat w/o frame	1	EACH	\$475.00	\$475.00
Custom Signage - Step & Repeat with frame	1	EACH	\$600.00	\$600.00
Entrance Unit- Full Unit (Single-Sided, 2 Towers 1 Header)	1	EACH	\$1,200.00	\$1,200.00
Entrance Unit- Full Unit (Double-Sided, 2 Towers, 1 Header)	1	EACH	\$2,000.00	\$2,000.00
Entrance Unit- Full Unit (3 Tier Tower, 2 Headers)	1	EACH	\$2,500.00	\$2,500.00
Entrance Unit- Smaller Unit (Single-Sided, 2 Towers, 1 Header)	1	EACH	\$900.00	\$900.00
Custom 22"x28" Sign with Custom Graphics	1	EACH	\$42.00	\$42.00
Windjammer Signage	1	EACH	\$250.00	\$250.00
2'x3' Single Sided PVC Sign	1	EACH	\$90.00	\$90.00
4'x3' Single Sided PVC Sign	1	EACH	\$180.00	\$180.00
16"x18" Signage	1	EACH	\$30.00	\$30.00
Floor Clings	1	per sq ft.	\$18.00	\$18.00
Wall Clings	1	per sq ft.	\$18.00	\$18.00

As of 01/21/19

4' Unskirted Table	1	EACH	\$13.00	\$13.00
6' Unskirted Table	1	EACH	\$18.00	\$18.00
8' Unskirted Table	1	EACH	\$23.00	\$23.00
4' Skirted Table	1	EACH	\$20.00	\$20.00
6' Skirted Table	1	EACH	\$25.00	\$25.00
8' Skirted Table	1	EACH	\$30.00	\$30.00
Vinyl Banners	1	Per sq ft.	\$25.00	\$25.00
Banner Hanging Fee	1	Per man per Hr.	\$25.00	\$25.00
Pillar Custom Signage 4 Sided	1	Per sq ft.	\$25.00	\$25.00
Graphic Design Fee	1	Per hour	\$125.00	\$125.00
LED Registration Counters	1	EACH	\$250.00	\$250.00
LED Registration Counters with Custom Headers	1	EACH	\$300.00	\$300.00
LED Registration Counters with Custom Signage	1	EACH	\$300.00	\$300.00
8' Backdrop Drape	1	per linear ft.	\$3.00	\$3.00
3' Backdrop Drape	1	per linear ft.	\$2.50	\$2.50
12' Backdrop Drape	1	per linear ft.	\$6.00	\$6.00
Velour Backdrop Drape	1	per linear ft.	\$15.00	\$15.00
Table Skirting Velcro w Clips	1	EACH	\$7.00	\$7.00
Folding Chairs	1	EACH	\$1.00	\$1.00
Chairs (Backless/ Backed Stools)	1	EACH	\$25.00	\$25.00
Carpet (Aisle/Booth Carpeting)	1	per linear ft.	\$3.00	\$3.00
Carpet Cleaning Fee	1	per hour	\$35.00	\$35.00
Stage Decks (4'x8')	1	EACH	\$85.00	\$85.00
Floor Marking (2 Men,4 Hours) 100 Booth Max. Equipment Included	1	EACH	\$300.00	\$300.00
Stair Package	1	EACH	\$75.00	\$75.00
Red Velvet Stanchions	1	EACH	\$25.00	\$25.00
Black Retractable Stanchions	1	EACH	\$25.00	\$25.00
Easels	1	EACH	\$15.00	\$15.00

As of 01/21/19

Cocktail /Cafe Tables	1	EACH	\$25.00	\$25.00
Stage Skirting	1	Per Linear ft.	\$1.25	\$1.25
After Event Clean Up Fee(if required by facility)	1	EACH	\$250.00	\$250.00
Delivery & Pick Up Fee	1	EACH	\$250.00	\$250.00
Charging Station (Mobile Devices, phones, laptops, tablets, etc.,) with multiple plugs	1	EACH	\$250.00	\$250.00
Rental of Sofa(leather or fabric)	1	EACH	\$345.00	\$345.00
Rental of Coffee Table	1	EACH	\$140.00	\$140.00
Lanyard/Bag Stands	1	EACH	\$25.00	\$25.00
Park Bench	1	EACH	\$100.00	\$100.00
On Site Event Management Services (100 Booth Max.)	1		\$5,000.00	\$5,000.00
After Event Cleaning Fee (100 Booth Max.)	1		\$200.00	\$200.00
Porter Service (100 Booth Max)	1	PER DAY	\$200.00	\$200.00
Installment of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Installment of Signage/ Clings Non-Regular Hours	1	PER HOUR	\$65.00	\$65.00
Dismantle of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Dismantle of Signage/ Clings Non Regular Hours	1	PER HOUR	\$65.00	\$65.00

### Event Management Service:

CEMS agrees to monitor and update the Conference website for exhibitor and attendee registration. A registration log will be kept to reflect details and updates about each attendee and exhibitor. CEMS will send email communication to exhibitors and attendees in the form of an exhibitor information package. CEMS will coordinate and manage move in and check in of exhibitors and large equipment exhibits. CEMS will coordinate and manage conference attendee check in and on-site registration when necessary. Client will provide 3 staff members to assist with attendee check in and on-site registration while registration is open to attendees. Client will provide 2-I-Pads, 2- Android tablets, and 2- Laptops (or necessary computers for Registration Area), and badge printer for registration area. CEMS will prepare Exhibitor badges, two per booth and will include company name and exhibitor label and holder. Client will provide all printed badges for pre-registered attendees and blank badges for on-site registration.

**Available Equipment List to ACCD:**

As of 01/21/19

<b><u>ITEM</u></b>	<b><u>QUANTITY</u></b>	<b><u>UOM</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
Floor Plan( up to 5 Changes)	1	N/C	\$0.00	\$0.00
Floor Plan After 5 changes	1	Per hour	\$35.00	\$35.00
Exhibitor Manual	1		\$0.00	\$0.00
Booth Package: Custom Company ID Sign, 6' Skirted Table, 8' Backdrop Drape, 3' divider drape	1	EACH	\$45.00	\$45.00
Booth ID Sign	1	EACH	\$5.00	\$5.00
Booth ID Sign w Custom Logo	1	EACH	\$6.00	\$6.00
Entrance Towers (2 Towers Only, not unit)	1	EACH	\$750.00	\$750.00
Custom Signage 4'x8' with logos & graphics (One Sided)	1	EACH	\$480.00	\$480.00
Custom Signage - Step & Repeat w/o frame	1	EACH	\$475.00	\$475.00
Custom Signage - Step & Repeat with frame	1	EACH	\$600.00	\$600.00
Entrance Unit- Full Unit (Single-Sided, 2 Towers 1 Header)	1	EACH	\$1,200.00	\$1,200.00
Entrance Unit- Full Unit (Double-Sided, 2 Towers, 1 Header)	1	EACH	\$2,000.00	\$2,000.00
Entrance Unit- Full Unit (3 Tier Tower, 2 Headers)	1	EACH	\$2,500.00	\$2,500.00
Entrance Unit- Smaller Unit (Single-Sided, 2 Towers, 1 Header)	1	EACH	\$900.00	\$900.00
Custom 22"x28" Sign with Custom Graphics	1	EACH	\$42.00	\$42.00
Windjammer Signage	1	EACH	\$250.00	\$250.00
2'x3' Single Sided PVC Sign	1	EACH	\$90.00	\$90.00
4'x3' Single Sided PVC Sign	1	EACH	\$180.00	\$180.00
16"x18" Signage	1	EACH	\$30.00	\$30.00
Floor Clings	1	per sq ft.	\$18.00	\$18.00
Wall Clings	1	per sq ft.	\$18.00	\$18.00

As of 01/21/19

4' Unskirted Table	1	EACH	\$13.00	\$13.00
6' Unskirted Table	1	EACH	\$18.00	\$18.00
8' Unskirted Table	1	EACH	\$23.00	\$23.00
4' Skirted Table	1	EACH	\$20.00	\$20.00
6' Skirted Table	1	EACH	\$25.00	\$25.00
8' Skirted Table	1	EACH	\$30.00	\$30.00
Vinyl Banners	1	Per sq ft.	\$25.00	\$25.00
Banner Hanging Fee	1	Per man per Hr.	\$25.00	\$25.00
Pillar Custom Signage 4 Sided	1	Per sq ft.	\$25.00	\$25.00
Graphic Design Fee	1	Per hour	\$125.00	\$125.00
LED Registration Counters	1	EACH	\$250.00	\$250.00
LED Registration Counters with Custom Headers	1	EACH	\$300.00	\$300.00
LED Registration Counters with Custom Signage	1	EACH	\$300.00	\$300.00
8' Backdrop Drape	1	per linear ft.	\$3.00	\$3.00
3' Backdrop Drape	1	per linear ft.	\$2.50	\$2.50
12' Backdrop Drape	1	per linear ft.	\$6.00	\$6.00
Velour Backdrop Drape	1	per linear ft.	\$15.00	\$15.00
Table Skirting Velcro w Clips	1	EACH	\$7.00	\$7.00
Folding Chairs	1	EACH	\$1.00	\$1.00
Chairs (Backless/ Backed Stools)	1	EACH	\$25.00	\$25.00
Carpet (Aisle/Booth Carpeting)	1	per linear ft.	\$3.00	\$3.00
Carpet Cleaning Fee	1	per hour	\$35.00	\$35.00
Stage Decks (4'x8')	1	EACH	\$85.00	\$85.00
Floor Marking (2 Men,4 Hours) 100 Booth Max. Equipment Included	1	EACH	\$300.00	\$300.00
Stair Package	1	EACH	\$75.00	\$75.00
Red Velvet Stanchions	1	EACH	\$25.00	\$25.00
Black Retractable Stanchions	1	EACH	\$25.00	\$25.00
Easels	1	EACH	\$15.00	\$15.00

As of 01/21/19

Cocktail /Cafe Tables	1	EACH	\$25.00	\$25.00
Stage Skirting	1	Per Linear ft.	\$1.25	\$1.25
After Event Clean Up Fee(if required by facility)	1	EACH	\$250.00	\$250.00
Delivery & Pick Up Fee	1	EACH	\$250.00	\$250.00
Charging Station (Mobile Devices, phones, laptops, tablets, etc.,) with multiple plugs	1	EACH	\$250.00	\$250.00
Rental of Sofa(leather or fabric)	1	EACH	\$345.00	\$345.00
Rental of Coffee Table	1	EACH	\$140.00	\$140.00
Lanyard/Bag Stands	1	EACH	\$25.00	\$25.00
Park Bench	1	EACH	\$100.00	\$100.00
On Site Event Management Services (100 Booth Max.)	1		\$5,000.00	\$5,000.00
After Event Cleaning Fee (100 Booth Max.)	1		\$200.00	\$200.00
Porter Service (100 Booth Max)	1	PER DAY	\$200.00	\$200.00
Installment of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Installment of Signage/ Clings Non-Regular Hours	1	PER HOUR	\$65.00	\$65.00
Dismantle of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Dismantle of Signage/ Clings Non Regular Hours	1	PER HOUR	\$65.00	\$65.00

### Event Management Service:

CEMS agrees to monitor and update the Conference website for exhibitor and attendee registration. A registration log will be kept to reflect details and updates about each attendee and exhibitor. CEMS will send email communication to exhibitors and attendees in the form of an exhibitor information package. CEMS will coordinate and manage move in and check in of exhibitors and large equipment exhibits. CEMS will coordinate and manage conference attendee check in and on-site registration when necessary. Client will provide 3 staff members to assist with attendee check in and on-site registration while registration is open to attendees. Client will provide 2-I-Pads, 2- Android tablets, and 2- Laptops (or necessary computers for Registration Area), and badge printer for registration area. CEMS will prepare Exhibitor badges, two per booth and will include company name and exhibitor label and holder. Client will provide all printed badges for pre-registered attendees and blank badges for on-site registration.

# Tab 7 Cost Proposal



**SECTION 0705 - COST PROPOSAL SHEET  
CITY OF AUSTIN  
EXPOSITION DECORATING AND RENTAL SERVICES**

SOLICITATION NO.: RFP 8200 SMW3000

PURCHASING OFFICE CONTACT: Shawn Willett, Deputy Procurement Officer

**SPECIAL INSTRUCTIONS:**

The quantities and estimated annual expenditures noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on anticipated usage. Actual purchases may be more or less. Prices on the cost proposal shall be all inclusive of any fees not expressly allowed on the scope of work. The Contractor shall not charge separately for fuel surcharges, stop-fee, or any other fees.

Failure to respond to all sections of this cost proposal may result in the disqualification of the Offeror's response. A price of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item.

**SECTION A - LABOR RATES**

ACCD may request the Contractor to provide installation and dismantling labor on an as-needed basis. ACCD reserves the right to perform installation and dismantling labor for rental equipment.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Labor rate per hour for <b>Regular Business Hours</b> (6:00 AM to 6:00 PM Monday - Friday)	Hourly	5	\$45.00	\$ 225.00
2	Labor rate per hour for <b>Non-Regular Business Hours</b> (6:01 PM to 5:59 AM Monday - Friday, all day Saturday, Sunday and holidays). Not to exceed 150% or "time and a half" of Regular Hour rate.	Hourly	5	\$65.00	\$ 325.00
3	Labor rate per hour for Booth Cleaning	Hourly	5	\$45.00	\$ 225.00
<b>SECTION A SUBTOTAL</b>					<b>\$ 550.00</b>

**SECTION B - SPECIFIED ITEMS - RENTAL EQUIPMENT FEES**

Proposer must be able to provide the Specified Items below, as required in Section 0500; Scope of Work. These prices shall be based on the same Available Equipment List rates/prices and percentage discount as identified below in Section C for Non-Specified Items. If there are any discrepancies in pricing between Section B and the Available Equipment List, the lowest price prevails.

The be considered for award, the Contractor shall bid on every bid item in this section. "No bid" bids will not be accepted.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
4	10' x 10' booth carpet (Per Section 0500; Item 4.2.4)	Each	480	\$30.00	\$ 14,400.00
5	10' x 10' booth Pipe and Drape (Per Section 0500; Item 4.2.4)	Each	48	\$45.00	\$ 2,160.00
6	10' x 10' booth 7" x 44" identification sign (Per Section 0500; Item 4.2.4)	Each	48	\$5.00	\$ 240.00
7	Aisle Carpet, 10' wide, solid color or tuxedo	Linear Foot	1320	\$2.50	\$ 3,300.00
8	Main Entrance Unit - Two or Three towers and one or two headers	Per Unit	2	\$2,000.00	\$ 4,000.00
9	Registration Counter with header	Per Unit	3	\$250.00	\$ 750.00
10	Armchair, Leather	Each	2	\$100.00	\$ 200.00
11	81" x 42" graphic print on 2" foam	Each	5	\$550.00	\$ 2750.00
<b>SECTION B SUBTOTAL</b>					<b>\$ 27,800.00</b>

**SECTION C - NON-SPECIFIED ITEMS**

Proposer must be able to provide other rental equipment not listed above (including tables and chairs). The prices for these Non-Specified Items shall be based on the Available Equipment List and percentage discount as indicated below. A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent discount to the City. The percentage discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements - Non-Specified Items provision in Section 0400.

Proposer shall provide the name of the Available Equipment List, issued date of the list and percentage discount off the identified price sheet.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL EXPENDITURES	DISCOUNT OFF PRICE SHEET	EXTENDED PRICE
12	Available Equipment List Name: <u>Available Equipment List to ACCD</u> Date Issued: <u>01/21/19</u>	\$ 40,000.00	0%	\$40,000.00
<b>SECTION C SUBTOTAL</b>				<b>\$ 40,000.00</b>

**TOTAL COST PROPOSAL (SUBTOTAL A, B & C)** **\$ 68,350.00**

**SECTION 0500 Scope of Work**

## Scope of Work

Convention Expo is an experienced and qualified full service decorating company. We can assist you with Conventions, Expos, Trade Shows, Banquets, Special Events, Conferences, Meetings, Ground Breaking Events, Ribbon Cutting Events and other events.

- Floor Plan included with Our Services (Up to 5 Changes)
- Floor Plan (After 5 Changes) additional fee
- We create an Exhibitor Manual for every event
- 10'x10' Booths to include: 8' Backdrop drape, 3' divider drape, 1- 6'Skirted Table(ACCD will provide tables and chairs), 1 7"x44" ID Sign, wastebasket, 10'x10' Booth Carpet (carpet padding upon request)
- Booth ID Sign
- Custom Booth ID Sign with logo
- Entrance Towers (2 Towers Only, not unit)
- Entrance Unit- Full Unit (Single-Sided, 2 Towers 1 Header)
- Entrance Unit- Full Unit (Double-Sided, 2 Towers, 1 Header)
- Entrance Unit- Full Unit (3 Tier Tower, 2 Headers)
- Entrance Unit- Smaller Unit (Single-Sided, 2 Towers, 1 Header)
- Custom Signage 4'x8' with logos & graphics (One Sided)
- Custom Signage - Step & Repeat w/o frame
- Custom Signage - Step & Repeat with frame
- Custom 22"x28" Sign with Custom Graphics
- Windjammer Signage
- 2'x3' Single Sided PVC Sign
- 4'x3' Single Sided PVC Sign
- 16"x18" Signage
- Wall Clings
- Floor Clings
- Vinyl Banners
- Banner Hanging Fee
- Pillar Custom Signage 4 Sided
- Graphic Design Fee
- LED Registration Counters
- LED Registration Counters with Custom Signage
- LED Registration Counters with Custom Headers
- 3' Banjo Drape
- 8' Banjo Drape
- 12' Banjo Drape
- Velour Drape
- 8' Uprights

- 3' Uprights
- Expandos
- Base Plates
- Base weights
- 4' Tables (Skirted, Unskirted)
- 6' Tables (Skirted, Unskirted)
- 8' Tables (Skirted, Unskirted)
- Table Skirting with Velcro and Clips
- Folding Chairs
- Carpet (Aisle Carpeting/Booth Carpeting)
- Carpet padding
- Carpet Cleaning
- Stage Decks (4'x8')
- Floor Marking
- Stair Package
- Stage Skirting
- After Event Clean Up Fee
- Stanchions (Red Velvet, Black Retractable)
- Easels
- Cocktail Tables
- High Stools (Backed Stools, Backless stools)
- Café Tables
- Directional Signage
- Charging Station
- Rental of Sofa(Loveseat)
- Rental of Coffee Table
- Lanyard/ Bag Stands
- Park Bench
- Round Tables
- Porter Service
- On Site Event Management Services
- Delivery & Pick Up Fee
- Installment of Signage/Clings Regular Hours, Non Regular Hours
- Dismantle of Signage/Clings Regular Hours, Non Regular Hours

## **Tab 8 Additional Documents**

- **Certificate of Insurance**
- **Certificate of Flame Resistance**
- **HUB Certificate**
- **Sample Timeline**



## Certificate of Flame Resistance

Date of Manufacture:

10 / 11 / 17

Registration Number:

F-58402

### Inherent Banjo IFR

#### Certification is hereby made that:

The Georgia Expo Manufacturing Corporation products described on the reverse side of this certificate have been treated with the flame-retardant chemical listed below and has been approved and registered by the California State fire Marshal. The application of this chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal for products identified in Section 13115, California Health and Safety code.

**The flame retardant process used cannot be removed by washing.**

Name of Production Superintendent: Philip A. DiTrollo Title: President

Issued By:

**Georgia  
Exp**  
MANUFACTURING CORPORATION

Georgia Expo Manufacturing Corporation – 3355 Martin Farm Road – Suwanee, GA 30024  
(800) 433-9767 Toll Free – (770) 447-4339 Int'l – (770) 447-4226 Fax – [www.georgiaexpo.com](http://www.georgiaexpo.com)





**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1352367870700</b>
File/Vendor Number:	<b>080599</b>
Approval Date:	<b>28-DEC-2018</b>
Scheduled Expiration Date:	<b>28-DEC-2022</b>

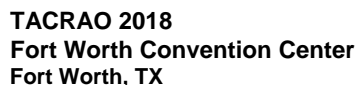
The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**CONVENTION & EXPO MANAGEMENT**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 28-DEC-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



**Sunday, November 4, 2018**

[illegible]



**TACRAO  
Fort Worth Convention Center  
Fort Worth, TX**

As of: 10/25/18

[illegible]

**TACRAO**

CEMS Contact: Lorenzo Ramos (956) 279-5721

As of: 10/25/18

[illegible]

**Available Equipment List to ACCD:**

As of 03/29/19

<b><u>ITEM</u></b>	<b><u>QUANTITY</u></b>	<b><u>UOM</u></b>	<b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
Floor Plan( up to 5 Changes)	1	N/C	\$0.00	\$0.00
Floor Plan After 5 changes	1	Per hour	\$35.00	\$35.00
Exhibitor Manual	1		\$0.00	\$0.00
Booth Package: Custom Company ID Sign, 6' Skirted Table, 8' Backdrop Drape, 3' divider drape	750	EACH	\$45.00	\$33,750.00
Booth ID Sign	1000	EACH	\$5.00	\$5000.00
Booth ID Sign w Custom Logo	1000	EACH	\$6.00	\$6,000.00
Entrance Towers (2 Towers Only, not unit)	100	EACH	\$750.00	\$75,000.00
Custom Signage 4'x8' with logos & graphics (One Sided)	500	EACH	\$480.00	\$240,000.00
Custom Signage - Step & Repeat w/o frame	100	EACH	\$475.00	\$47,500.00
Custom Signage - Step & Repeat with frame	100	EACH	\$600.00	\$60,000.00
Entrance Unit- Full Unit (Single-Sided, 2 Towers 1 Header)	100	EACH	\$1,200.00	\$120,000.00
Entrance Unit- Full Unit (Double-Sided, 2 Towers, 1 Header)	100	EACH	\$2,000.00	\$200,000.00
Entrance Unit- Full Unit (3 Tier Tower, 2 Headers)	100	EACH	\$2,500.00	\$250,000.00
Entrance Unit- Smaller Unit (Single-Sided, 2 Towers, 1 Header)	100	EACH	\$900.00	\$90,000.00
Custom 22"x28" Sign with Custom Graphics	500	EACH	\$42.00	\$21,000.00
Windjammer Signage	100	EACH	\$250.00	\$25,000.00
2'x3' Single Sided PVC Sign	500	EACH	\$90.00	\$45,000.00
4'x3' Single Sided PVC Sign	500	EACH	\$180.00	\$90,000.00
16"x18" Signage	500	EACH	\$30.00	\$15,000.00
Floor Clings	1000	per sq ft.	\$18.00	\$18,000.00
Wall Clings	1000	per sq ft.	\$18.00	\$18,000.00

As of 03/29/19

4' Unskirted Table	100	EACH	\$13.00	\$1,300.00
6' Unskirted Table	500	EACH	\$18.00	\$9,000.00
8' Unskirted Table	500	EACH	\$23.00	\$11,500.00
4' Skirted Table	100	EACH	\$20.00	\$20,000.00
6' Skirted Table	500	EACH	\$25.00	\$12,500.00
8' Skirted Table	500	EACH	\$30.00	\$15,000.00
Vinyl Banners	1000	Per sq ft.	\$25.00	\$25,000.00
Banner Hanging Fee	1	Per man per Hr.	\$25.00	\$25.00
Pillar Custom Signage 4 Sided	100	Per sq ft.	\$25.00	\$2,500.00
Graphic Design Fee	1	Per hour	\$125.00	\$125.00
LED Registration Counters	50	EACH	\$250.00	\$12,500.00
LED Registration Counters with Custom Headers	50	EACH	\$300.00	\$15,000.00
LED Registration Counters with Custom Signage	50	EACH	\$300.00	\$15,000.00
8' Backdrop Drape	100,000	per linear ft.	\$3.00	\$300,000.00
3' Backdrop Drape	100,000	per linear ft.	\$2.50	\$250,000.00
12' Backdrop Drape	50,000	per linear ft.	\$6.00	\$300,000.00
Velour Backdrop Drape	10,000	per linear ft.	\$15.00	\$150,000.00
Table Skirting Velcro w Clips	1000	EACH	\$7.00	\$7,000.00
Folding Chairs	1000	EACH	\$1.00	\$1,000.00
Chairs (Backless/ Backed Stools)	100	EACH	\$25.00	\$2,500.00
Carpet (Aisle/Booth Carpeting)	100,000	per linear ft.	\$3.00	\$300,000.00
Carpet Cleaning Fee	1	per hour	\$35.00	\$35.00
Stage Decks (4'x8')	20	EACH	\$85.00	\$1,700.00
Floor Marking (2 Men,4 Hours) 100 Booth Max. Equipment Included	1	EACH	\$300.00	\$300.00
Stair Package	10	EACH	\$75.00	\$750.00
Red Velvet Stanchions	100	EACH	\$25.00	\$2,500.00
Black Retractable Stanchions	100	EACH	\$25.00	\$2,500.00
Easels	1000	EACH	\$15.00	\$15,000.00

As of 03/29/19

Cocktail /Cafe Tables	100	EACH	\$25.00	\$2,500.00
Stage Skirting	1000	Per Linear ft.	\$1.25	\$1,250.00
After Event Clean Up Fee(if required by facility)	1	EACH	\$250.00	\$250.00
Delivery & Pick Up Fee	1	EACH	\$250.00	\$250.00
Charging Station (Mobile Devices, phones, laptops, tablets, etc.,) with multiple plugs	50	EACH	\$250.00	\$12,500.00
Rental of Sofa(leather or fabric)	20	EACH	\$345.00	\$6,900.00
Rental of Coffee Table	20	EACH	\$140.00	\$2,800.00
Lanyard/Bag Stands	20	EACH	\$25.00	\$500.00
Park Bench	10	EACH	\$100.00	\$1,000.00
On Site Event Management Services (100 Booth Max.)	1		\$5,000.00	\$5,000.00
After Event Cleaning Fee (100 Booth Max.)	1		\$200.00	\$200.00
Porter Service (100 Booth Max)	1	PER DAY	\$200.00	\$200.00
Installment of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Installment of Signage/ Clings Non-Regular Hours	1	PER HOUR	\$65.00	\$65.00
Dismantle of Signage/ Clings Regular Hours	1	PER HOUR	\$45.00	\$45.00
Dismantle of Signage/ Clings Non Regular Hours	1	PER HOUR	\$65.00	\$65.00

### Event Management Service:

CEMS agrees to monitor and update the Conference website for exhibitor and attendee registration. A registration log will be kept to reflect details and updates about each attendee and exhibitor. CEMS will send email communication to exhibitors and attendees in the form of an exhibitor information package. CEMS will coordinate and manage move in and check in of exhibitors and large equipment exhibits. CEMS will coordinate and manage conference attendee check in and on-site registration when necessary. Client will provide 3 staff members to assist with attendee check in and on-site registration while registration is open to attendees. Client will provide 2-I-Pads, 2- Android tablets, and 2- Laptops (or necessary computers for Registration Area), and badge printer for registration area. CEMS will prepare Exhibitor badges, two per booth and will include company name and exhibitor label and holder. Client will provide all printed badges for pre-registered attendees and blank badges for on-site registration.



CONVENTION + EXPO  
MANAGEMENT SERVICES, LLC

**T 956 702 4926**  
**F 956 688 8339**

[admin@conventionandexpo.net](mailto:admin@conventionandexpo.net)  
**PO Box 6330 McAllen, TX. 78502**

These are the Key points that we love to follow:

### **Planning**

During the planning period, our experts will plan your event by discussing your needs.

### **Pre-Show**

Our dedication is to ensure that our communication is transparent making sure any questions or concerns you have regarding your event is taken care of.

### **Onsite**

Our team is at show site for your needs and to ensure for a smooth and success event.

### **Move Out**

Our team ensures that load out runs smooth and ensures any questions your vendors may have regarding freight are answered.

### **Post Show**

After your event, we will follow up and make sure your needs were met and discuss your experience. Asking for feedback or if anything we could change.

Along with everything, once a bid is accepted, we'd love to follow this timeline as well:

- Sign the contract
- CEMS will provide you with your custom layout (up to 5 changes before fees occur)
- CEMS will create an Exhibitor Kit for you event and will email to your vendors if an email list is provided. If not, you can send out to your vendors
- Post Show- follow up email