MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS

INFORMATION PACKET & BID SPECIFICATIONS

MISSISSIPPI COAST COLISEUM & CONVENTION CENTER

EQUIPMENT PURCHASE – ROLLING PERFORMANCE STAGE SYSTEM

MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS

INFORMATION PACKET

MISSISSIPPI COAST COLISEUM COMMISSION ("Owner") will accept sealed BIDS for the **EQUIPMENT PURCHASE – ROLLING PERFORMANCE STAGE SYSTEM** ("Project").

We are seeking qualified suppliers to provide and install this equipment at our facility.

PROJECT SCOPE:

The Mississippi Coast Coliseum & Convention Center is soliciting bids for the purchase of a rolling, modular performance stage system. The system shall be designed for frequent setup, teardown, transport, and reconfiguration. The intent is to purchase a durable, commercial-grade system that reflects proven industry designs similar to systems currently in use in major venues. Systems that cut corners or rely on loose components will not be accepted.

BIDDING INFORMATION:

Interested bidders are requested to provide comprehensive proposals for the purchase and installation of the rolling performance stage, and any other components needed for the successful operation of the equipment.

EVALUATION CRITERIA: Bids will be evaluated based on the following criteria:

1. Technical specifications and compliance with project requirements.
2. Quality and reliability of the equipment proposed.
3. Pricing, including the cost of the unit, installation, and any additional services.
4. Warranty and after-sales support offered by the supplier.
5. Supplier's experience and track record in delivering similar projects.

ADDITIONAL INFORMATION: For any inquiries or clarifications regarding this request for bids, please contact MS Coast Coliseum COMMISSION'S Assistant Executive Director: Michelle Menningmann at 228-594-3718. All communication related to this bidding process should be directed to the aforementioned contact.

BID SUBMISSION:

Bids should be submitted in a sealed envelope or electronically, clearly marked:

"Bid for Rolling Performance Stage - Mississippi Coast Coliseum Commission."

The submission deadline for bids is **2:00 PM, July 16th 2026.**.

If delivering (not submitting electronically) one (1) copy of the BID form (**Attachment E in information packet)** along with all other required documents should be packaged, sealed, and delivered to the address below no later than **2:00 PM, July 16th 2026.**.

" Bid for Rolling Performance Stage - Mississippi Coast Coliseum Commission."

MS Coast Coliseum Commission

2350 Beach Blvd

Biloxi, MS. 39531

Companies submitting BIDS are solely responsible for meeting submittal deadlines. BIDS received after the stated deadline will be deemed non-responsive and will not be considered for selection under this solicitation.

BIDDERS interested in submitting bids electronically in place of a sealed bid may do so only through https://www.centralauctionhouse.com/rfpc10487-mississippi-coast-coliseum-convention-center.html. Questions regarding website registration, online orders or electronic bidding, please contact Central Bidding Support at 225-810-4814 or @ info@centralbidding.com.

Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Executive Director reserves the right to issue addenda and approve revisions to this solicitation before award and throughout the procurement process.

We appreciate your interest in participating in this project and look forward to receiving your proposals. The Mississippi Coast Coliseum Commission is committed to selecting the most suitable supplier that meets our requirements for quality, reliability, and cost-effectiveness.

Thank you for your attention, and we anticipate your timely response.

INSTRUCTIONS TO BIDDERS:

- BIDS must be valid for 60 days after BID opening.
- A BID Bond must be submitted with the BID and must be valid for 90 days. See **Attachment I** (C*ontract Terms and General Conditions)* Section 14 for bonding requirements.
- All BIDDERS must be properly licensed to do business in the State of Mississippi and must indicate their current Certificate of Responsibility number on the outside of the sealed envelope containing their BID.
- BIDDERS must submit the name of the primary contact person and the person within who will be the Owner's contact and party primarily responsible for rendering services if the company is selected.
- A Purchase Order will be issued to the lowest responsible and responsive BIDDER, who meets all scope of work and specification requirements.
- The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
- Nonresident BIDDERS must include a copy of their resident state's current bid law pertaining to such state's treatment of nonresident contractors with their BID.
- A list of SUB-CONTRACTORs must be included with the BID Form, in the case SUB-CONTRACTORS will be used.
- Work will be minimal interruption to office business at this location. Night and weekend hours will be scheduled, if necessary, for project completion.

PURCHASE ORDER

The terms of this BID will be attached to a Purchase Order, to which the successful BIDDER will be required to sign with the Owner relating to the work to be performed. Such Purchase Order shall include, but not necessarily be limited to, the following articles: scope of work, specifications, time of performance, duties of the proposer, ownership of material, changes, terms of proposal as presented, submission of material, and obligations of the Owner. The Purchase Order will be subject to the terms and conditions outlined in this information packet and in the BIDS received.

ATTACHMENTS INCLUDED IN THIS INFORMATION PACKET

- Attachment A:
    - BID SPECIFICATIONS
- Attachment B:
    - INSURANCE REQUIREMENTS
- Attachment C:
    - CONTRACT TERMS AND CONDITIONS
- Attachment D:
    - NOTICE OF AWARD
- Attachment E:
    - BID FORM

ATTACHMENT A: BID SPECIFICATIONS

MISSISSIPPI COAST COLISEUM & CONVENTION CENTER

BID SPECIFICATION – ROLLING PERFORMANCE STAGE SYSTEM

1. GENERAL REQUIREMENTS

The Mississippi Coast Coliseum & Convention Center is soliciting bids for the purchase of a rolling, modular performance stage system. The system shall be designed for frequent setup, teardown, transport, and reconfiguration. The intent is to purchase a durable, commercial-grade system that reflects proven industry designs similar to systems currently in use in major venues. Systems that cut corners or rely on loose components will not be accepted.

2. STAGE SIZE AND CONFIGURATION

- Total stage size: 60’ x 40’
- Adjustable finished deck height: 48” to 72”
- System shall allow multiple configurations and elevations
- Units shall support multi-level staging applications
- Six (6) additional deck pieces

3. FRAME SYSTEM (ROLLING / FOLDING)

- Frames shall be mobile, folding, and self-contained
- Frame sizes shall include 8’ x 12’ or equivalent modular units
- Frames shall:
    - Be capable of bridging in all four directions
    - Roll fully assembled and relocate without removing decks or accessories
    - Eliminate loose parts during setup and operation

Height Adjustability

- Frames shall be available in adjustable ranges:
    - 32”–48”
    - 40”–60”
    - 48”–78”
- Adjustments shall be in incremental steps (maximum 2”)

Locking Mechanism

- Captive spring-loaded pins required for all height adjustments (no loose pins) - preferred

Leveling

- System shall allow:
    - Coarse leveling at floor level
    - Fine/top leveling through the deck surface (required feature)

Construction

- Structural steel frame construction
- Minimum 14-gauge steel or heavier
- Telescoping legs with heavy-duty steel tubing
- Non-marking glides for floor protection
- Powder-coated finish (black preferred)

Load Rating

- Minimum 125 lbs per square foot uniform load capacity

4. STAGE DECKS (60’ x 40’ with 6 additional decks)

- Deck size: 4’ x 8’ modular panels
- Decks shall:
  - Be reversible
  - Support 125 lbs per square foot
  - Include integrated connection points at regular intervals
  - Allow secure connection without loose hardware
- Construction:
  - Composite or honeycomb core design for strength and reduced weight
  - Plywood or equivalent structural top layers
- Surface options:
  - High-impact polymer
  - Fiberglass
  - Commercial-grade carpet (flame compliant)
- Edges:
  - Impact-resistant PVC or equivalent
  - Continuous fastening system for stage skirts

5. PIN CONNECTOR SYSTEM

- Must be integrated and captive (no loose pins or cables) - preferred
- Must:
  - Allow multi-directional deck bridging
  - Support top leveling adjustment
  - Include pivoting connection nodes
- Systems using loose tethered pins are not acceptable

6. GUARDRAILS

- Sizes required:
  - 4’ wide x 42” high
  - 8’ wide x 42” high
- Must include:
  - Top rail
  - Mid rail
  - Toe/seat stop
- Guardrails shall:
  - Attach directly to structural connection points (not just deck surface)
  - Transfer load to frame structure

7. STAGE DRAPES (SKIRTING)

- Width: 8’ – 4” panels
- Adjustable in 4” height increments
- Must include:
  - Continuous hook-and-loop fastening (no tabs or snaps)
  - Flame-retardant compliance (NFPA)

- Designed for clean overlap between sections

8. ACCESSORIES AND MOBILITY

Storage & Transport Trucks

- Constructed of:
  - 1” x 2” steel tubing
  - Minimum 14-gauge steel or heavier
- Powder-coated finish
- Designed for efficient storage of:
  - Frames
  - Decks
  - Guardrails
  - Drapes

System Mobility

- Entire stage system shall:
  - Roll easily during setup
  - Be stored in a compact footprint relative to system size

9. STAIRS

- Mobile articulating stair units required
- Must:
  - Adjust to full stage height range
  - Maintain uniform step rise
- Minimum width: 36 inches
- Include:
  - Safety edge markings
  - Non-slip surface

10. ADA RAMP SYSTEM (x1)

- Must:
  - Be usable at lowest stage height
  - Maintain 1:12 slope ratio (maximum)
- Include:
  - Guardrails on both sides
  - Continuous handrails
  - ADA-compliant extensions
- Ramp sections:
  - Approx. 48” wide
- Must meet all ADA accessibility standards

11. PERFORMANCE & DESIGN REQUIREMENTS

- System shall:
  - Allow assembly without specialized tools (except leveling tool)
  - Permit relocation without full disassembly
  - Minimize setup labor and time

- Design must:
    - Reduce loose parts
    - Provide consistent, repeatable setup
    - Be suitable for high-frequency venue use

12. MANUFACTURER QUALIFICATIONS

- Manufacturer must have:
    - Minimum 10 years experience producing similar stage systems
    - Proven installations of comparable size and complexity
- Vendor must provide:
    - At least 5 recent project references (within 2 years)

13. WARRANTY

- Minimum 10-year manufacturer warranty
- Warranty must cover:
    - Structural frame components
    - Deck system
    - Mechanical systems (excluding normal wear items)

(Note: Short-term warranties—such as 1-year coverage—are not acceptable for this application and will be rejected.)

14. BID SUBMITTAL REQUIREMENTS

Bid shall include:

- Complete itemized equipment list
- System layout for 60’ x 40’ configuration (+6 additional decks)
- Freight and delivery costs (clearly stated)
- Lead time
- Warranty documentation
- Manufacturer qualifications
- Confirmation of compliance with all specifications

INSTALLATION:

- Removal/disposal of existing rolling stage equipment, if applicable, as directed by Owner.
- Receive on-site, uncrate, assemble, set in place with onsite team.

*Supervision of assembly & storage M-F, 9am – 5pm, please allow (5) days advance notice for scheduling with Venue Operator.

ATTACHMENT B: INSURANCE REQUREMENTS

INSURANCE

A. The limits of liability for the insurance required from the CONTRACTOR are as follows:

1. By VENDOR:

a. Workers Compensation	Statutory
b. Employer's Liability-	
1. Each Accident:	$ 500,000
2. Disease, Policy Limit:	$ 500,000
3. Disease, Each Employee:	$ 500,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
2. General Aggregate:	$2,000,000
d. Excess Liability -	
1. Each Occurrence	$1,000,000
2. Aggregate	$1,000,000
e. Automobile injury -	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$1,000,000
f. Professional Liability	
1. Each Occurrence:	$1,000,000
2. General Aggregate:	$1,000,000

B. Additional Insured

1. The following person or entities are to be listed on Vendor's policies of insurance as additional insured as provided above:

a. MS Coast Coliseum COMMISSION
"OWNER"

ATTACHMENT C: CONTRACT TERMS AND GENERAL CONDITIONS

The following terms and conditions shall be incorporated in any final contract and/or purchase order (Agreement) resulting from a BID except as such terms and conditions are otherwise expressly specified in any such contract and/or purchase order.

1. **Scope of Work:** CONTRACTOR agrees to furnish and install the Equipment required to complete scope, Specifications in accordance with the specifications set for therein. In addition, CONTRACTOR shall be responsible for the work specified and outlined in the BID documents, this document, drawings and specifications.
2. **Product Substitutions:** There will be no substitutions of ordered product allowed unless the COMMISSION has first been notified and permission granted.
3. **Acceptance and Inspection of Products:** The COMMISSION shall have a reasonable time (but no less than thirty (30) days) after receipt and, if applicable, installation to inspect and test the products provided under this agreement and reject any or all items that are nonconforming or defective. Products rejected or supplies in excess of quantities ordered may be returned to CONTRACTOR at CONTRACTOR'S expense. Any acceptance by the COMMISSION shall not be deemed a waiver or settlement of any defect or nonconformity in the products or any support services.
4. **Guarantee and Warranty Requirements:** CONTRACTOR shall guarantee all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by CONTRACTOR.
5. **Preparation of Invoices:** Invoices will be prepared in accordance with CONTRACTOR standard invoicing practices and will be submitted to OWNER by CONTRACTOR.
6. **Termination:** The COMMISSION may terminate this Agreement in whole or in part for its sole convenience upon thirty (30) days prior notice. Upon notice of such termination, CONTRACTOR shall immediately stop all work including shipment of the products and cause its CONTRACTORs and/or SUB-CONTRACTORs to cease their work related to this Agreement. CONTRACTOR shall be paid for products or support services satisfactorily provided or performed after receipt of notice of termination, or for costs incurred by CONTRACTOR or SUB-CONTRACTORs which reasonably could have been avoided.
    - The COMMISSION may terminate the Agreement in whole or in part for cause upon seven (7) days written notice if CONTRACTOR fails to comply with any material term or condition. Late delivery of products or support services or delivery of products or services that are defective or do not conform to the COMMISSION'S specifications shall, without limitation, be causes allowing the COMMISSION to terminate for cause. In this event, the COMMISSION will not be liable for any amounts; but CONTRACTOR shall be liable to the COMMISSION for all losses, damages, and expenses, including without limitation, the excess costs of re-procuring similar products or services; shipping charges for any items the COMMISSION may at its option return to CONTRACTOR, including items already delivered, but is no

longer able to use for the intended purpose because of CONTRACTOR'S default; and amounts paid by the COMMISSION for any items the COMMISSION has received but returns to CONTRACTOR. If a determination is made that the COMMISSION improperly terminated the Agreement for cause, then the termination shall be deemed to have been for the COMMISSION'S convenience.

7. **Liquidated Damages.** Unless otherwise provided in writing, CONTRACTOR agrees to provide and install the Equipment by the date specified as "Substantial Completion" date. Failure of the CONTRACTOR to complete the work within the time allowed will result in damages being sustained by the COMMISSION. Unless otherwise provided herein, the CONTRACTOR will pay to COMMISSION liquidated damages of $500.00 for each calendar day of delay in finishing the work in excess of the time specified for completion, which said sums, COMMISSION shall have the right to deduct from any monies in its hands, otherwise due, or to come due, to said CONTRACTOR or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated and provided for. CONTRACTOR will provide a timeline for contract time in calendar days for delivery and for installation.

8. **Payment Procedures.** All payments due from COMMISSION to CONTRACTOR shall be made in accordance with Section 31-7-305 of the Mississippi Code which provide for payments by all public bodies of the state. Performance-Based Payments will be in accordance with the Scope of Work. Performance-Base Payments in increments, will be permissible by the COMMISSION.

   100% Completion of work:

9. **Payments Upon Termination:** In the event of termination by OWNER for convenience or by CONTRACTOR for cause, CONTRACTOR, in addition to invoicing for those items identified in *Preparation of Invoices* section above, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel or related close-out costs.

10. **Disputes, Governing Law, Construction and Venue.** The Contract shall be governed by and construed under the laws of the State of Mississippi. Any claims, demands or actions asserted against the COMMISSION or the CONTRACTOR shall be brought in the state courts of the Second Judicial District of Harrison County, Mississippi. CONTRACTOR consents to the jurisdiction of such courts.

11. **Changes.** (1) Contract Modification. By a written order, at any time, COMMISSION may, subject to all appropriate adjustments, make changes within general scope of the contract in any one or more of the following: (a) drawings, designs or specifications, if the product to be furnished is to be specially manufactured for the COMMISSION in accordance therewith; (b) description of services to be performed; or (c) times of performance. (2) Adjustments in price or time of performance. If any such change increases or decreases the CONTRACTOR'S costs of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or the both, and the contract modified in writing accordingly. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the contract as changed, provided that the COMMISSION promptly and duly makes such provisional

adjustments in payment on time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR'S claim unless the COMMISSION is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under the Contract.

12. **Federal, State and Local Laws:** CONTRACTOR shall, in the performance of work or services on this job, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold COMMISSION harmless from any liability from failure of such compliance.

13. **Governmental Approvals:** CONTRACTOR shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work and shall pay all charges connected therewith.

14. **Bonding Requirements:** Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND, PERFORMANCE BOND and CERTIFICATES OF INSURANCE have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

    - A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, approved by the OWNER, will be required for the faithful performance of the contract.
    - Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.
    - The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

15. **Insurance for Services:** If this Contract involves services, and unless otherwise approved by the COMMISSION in writing, CONTRACTOR shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified in **Attachment A**, covering its performance of the services provided hereunder by CONTRACTOR, its agents, representatives, employees or SUB-CONTRACTOR. CONTRACTOR shall procure such insurance from duly licensed or

approved non-admitted insurers in the State of Mississippi with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the COMMISSION.

16. **Indemnity:** Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

    - The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

17. **Removal of Supplier Personnel:** All CONTRACTOR Personnel shall have a background appropriate for the location and the type of work to be performed by the individual, including without limitation any disqualifying criminal background. If the COMMISSION becomes aware that the CONTRACTOR or any CONTRACTOR employee or agent (collectively "CONTRACTOR Personnel") (a) does not have the background appropriate for the location and type of work to be performed by the individual, or (b) repeatedly fails, in the COMMISSION'S sole discretion, to perform in a competent manner, the CONTRACTOR Personnel shall no longer be acceptable to the COMMISSION. Under either circumstance, after the COMMISSION notifies CONTRACTOR in writing citing the grounds and specific supporting facts, CONTRACTOR shall no longer schedule the CONTRACTOR Personnel to provide or support services for the COMMISSION under this Agreement or any other Agreement with the COMMISSION. The COMMISSION, in its sole discretion, may modify this prohibition upon presentation in writing by CONTRACTOR of adequate reasons and facts for modifying the prohibition.

    - If CONTRACTOR learns during the term of this Agreement of any lapse in qualifications of any of the CONTRACTOR Personnel to meet the warranted qualifications it must immediately remove the affected personnel whose qualifications have lapsed and inform the COMMISSION of the date when the affected personnel was no longer qualified to provide the services being performed by them.

18. **Assurance:** If at any time the COMMISSION in good faith determines that it is insecure with respect to CONTRACTOR'S ability or intent to fully perform, then CONTRACTOR agrees to provide the COMMISSION with written assurance fully satisfactory to the COMMISSION, in the COMMISSION'S sole discretion, of CONTRACTOR'S ability and intent to fully perform. The assurance shall be provided within the time and in the manner specified by the COMMISSION. CONTRACTOR immediately shall notify the COMMISSION of any circumstances that may cause CONTRACTOR to fail to fully perform. Upon the COMMISSION'S good faith determination that CONTRACTOR cannot or will not perform, then the COMMISSION

may deem this Agreement to be breached by CONTRACTOR and may re-procure from other sources.

19. **Use of Premises or COMMISSION Property:** CONTRACTOR shall neither use nor allow CONTRACTOR Personnel to use any part of the COMMISSION premises or property for any purpose other than the delivery, installation, testing, training and maintaining of the products as may be required under this Agreement.
20. **Independent CONTRACTOR Status of Parties:** It is expressly understood that CONTRACTOR is an independent CONTRACTOR and not the agent, partner, or employee of the COMMISSION. CONTRACTOR and CONTRACTOR Personnel are not employees of the COMMISSION and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. CONTRACTOR shall not have any authority to enter into any contract or agreement to bind the COMMISSION and shall not represent to anyone that CONTRACTOR has such authority.
21. **Assignment:** CONTRACTOR may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the COMMISSION.
22. **Installation:** When CONTRACTOR is obligated to install, assemble, set up and/or configure a product as part of the product purchase ("Basic Installation"), the CONTRACTOR shall perform that work with the skill of an expert regularly performing the applicable work. Where installation requires demolition or construction of walls, doors or windows, earthmoving by use of mechanized equipment, required use of heavy equipment to place and/or prepare the product installation site, or other non-trivial alterations or additions to buildings or grounds, the Equipment Installation Construction Rider is applicable.
23. **Notice:** Any notice to either party must be in writing. Service upon COMMISSION shall be addressed to Executive Director, Mississippi Coast Coliseum COMMISSION, 2350 Beach Blvd., Biloxi, MS. Service upon the CONTRACTOR shall be served to the address indicated on the COMMISSION Contract, as applicable, for CONTRACTOR (or to such other address as may be later designated by written notice). Notice shall be by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after being placed in the hands of the United States Post Office or private courier service.
24. **Entire Agreement, Amendment:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be amended except by an amendment or change order signed by CONTRACTOR and the COMMISSION'S Executive Director.
25. **Severability:** The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

26. **Headings:** The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.
27. **Waiver:** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
28. **Survivability:** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, warranty and choice of law and venue.
29. **Execution:** This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.
30. **No Third-Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.
31. **Force Majeure:** If COMMISSION or the CONTRACTOR is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
32. **CONTRACTOR Damage to COMMISSION Property:** Without regard to any other section of the Agreement, CONTRACTOR shall be responsible for the costs to return to “as was” condition from any damage caused to the building, grounds, or other equipment and furnishings caused in whole or in part by CONTRACTOR Personnel while performing activities arising under this Agreement. CONTRACTOR shall immediately report in writing the occurrence of any damage to the Building/Project Manager.
33. **CONTRACTOR Clean Up:** CONTRACTOR will remove all packing materials and rubbish from COMMISSION premises associated with CONTRACTOR’S delivery and installation of the product.

ATTACHMENT D: NOTICE OF AWARD

NOTICE OF AWARD

To: **("Awarded Bidder")**

Project: **EQUIPMENT PURCHASE – ROLLING PERFORMANCE STAGE SYSTEM**

Notice of Award

The Mississippi Coast Coliseum Commission has considered the bid submitted by you for the Project described above. You are hereby notified that your bid in the Contract amount of $_____ has been accepted. Please return an acknowledged copy of this Notice of Award to the Mississippi Coast Coliseum Commission.

Dated: _____

MISSISSIPPI COAST COLISEUM COMMISSION

BY: _____

SAM VOISIN

Executive Director

Dated: _____

CONTRACTOR

BY: _____

ITS:

ATTACHMENT E: BID FORM

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), doing business as _____*. **[*Insert "a corporation", "a partnership", or "an individual" as applicable. If a corporation, indicate state of incorporation]** to the Mississippi Coast Coliseum & Convention Center, (herein called the "Owner"):

In compliance with your Invitation for BID, BIDDER hereby proposes to perform all Work for the Work of Improvement known as:

EQUIPMENT PURCHASE – ROLLING PERFORMANCE STAGE SYSTEM
MISSISSIPPI COAST COLISEUM & CONVENTION CENTER
BILOXI, MISSISSIPPI

All appurtenant Work, including the purchase of materials required to complete the Work, shall be completed in strict accordance with the Contract/Purchase Order Agreement Documents within the time set forth therein and at the lump sum price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his/her own organizations, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work of Improvement under this Contract on the date specified in the Notice to Proceed.

BIDDER acknowledges receipt of the following Addenda: (If none, so state)

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

A list of SUB-CONTRACTORs must be included with this BID Form.

BIDDER agrees to perform all the work described in the Contract/Purchase Order Agreement Documents for the lump sum price.

BIDS must be valid for 60 days after opening.

AMOUNT OF LUMP SUM BID: $_____

_____

(IN WORDS)

PROJECT TIMELINE:

- Equipment Delivery and Installation: _____ weeks following issue of Purchase Order.
- Substantial Completion: _____ days following on-site delivery.

LUMP SUM PROPOSAL FURNISH ALL WORK INDICATED IN THE SPECIFICATIONS

BIDS shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Award will be made to only one BIDDER based upon the lowest, responsive and responsible Base BID of this BID Form. **Owner is Tax-Exempt.**

I/We agree to furnish all labor, equipment and materials and to perform all the Work required for the project in accordance with the Contract/ Purchase Order Agreement Documents and at the prices stated in the preceding BID Schedule.

Respectfully submitted,

_____
Name of Company

_____
Signature

_____
Name (Printed)

_____
Title

_____

_____
Address

Certificate of Responsibility No. _____

DUNS No. _____

(SEAL – If BID is by a Corporation)

ATTEST:

_____
Signature

_____
Title

Contracting Officer's Representative:

_____
Signature

_____
Name (Printed)

_____
Title