

## LED DISPLAY PROCUREMENT AND INSTALLATION

### BEST VALUE INVITATION TO BID

- ISSUE DATE: October 13, 2015
- BIDS DUE: **11:00 A.M. on October 30, 2015** (the "Submission Deadline")
- INSTRUCTIONS: Bidders must submit five (5) copies of their Transmittal Letter, Reference Form and Bid Pricing Form in person, via mail or courier. **Please write the Bidder's name, phone number and email address on the outside of the sealed envelope.** Bids must be received by mail or personal delivery no later than the Submission Deadline at the following address: Houston First Corporation, Attn: General Counsel, 1331 Lamar St., 7th Fl., Houston, TX 77010.
- CONTACT INFO: Questions concerning this Bid must be sent by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **noon on October 23, 2015**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

Houston First Corporation ("HFC") requests bids from experienced and permitted entities capable of providing all equipment, labor, supervision, and transportation necessary to procure and install LED displays at the George R. Brown Convention Center ("GRB") in accordance with the terms and conditions of this invitation to bid. The GRB is located on the east edge of downtown Houston, bounded by Rusk, Polk, US Highway 59, and Avenida de las Americas (ADLA). Adjacent to Discovery Green and the 1,200 room Hilton-Americas Houston hotel, the GRB is flanked by Minute Maid Park to the north and Toyota Center to the south.

As part of the extensive renovation of the GRB façade and lobby underway currently, HFC has elected to procure certain enhancements and amenities for the benefit of facility users, including the LED displays which are the subject to this solicitation.

**BID PACKAGES.** A complete copy of this Invitation to Bid, including and all necessary forms and information, is available on-line at [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business).

**BACKGROUND.** HFC is a local government corporation created by the City of Houston to facilitate economic growth through the business of conventions and the arts. HFC is responsible for management and operation of more than ten city-owned buildings and plazas, and underground and surface parking for nearly 7,000 vehicles. Facilities include the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and certain outdoor facilities such as Jones Plaza, Sesquicentennial Park, Ray C. Fish Plaza, Root Memorial Square, and other small landscaped properties.

**PRE-BID CONFERENCE.** A pre-bid conference has not been scheduled for the solicitation and HFC does not anticipate that one will be held.

**LETTERS OF CLARIFICATION.** Any revisions to be incorporated into this Invitation to Bid will be confirmed in a collective letter made available online prior to the Submission Deadline ("Letter of Clarification"). When issued by HFC, Letters of Clarification shall automatically become part of this Invitation to Bid and shall supersede any previous specifications or provisions in conflict therewith. By submitting a bid, bidders shall be deemed to have received all Letters of Clarification and to have incorporated them into their bid. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each bidder to monitor [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business) to ensure they receive any such Letters of Clarification.

**ELIGIBILITY AND RESPONSE FORMAT.** To be considered responsive, Bidders should carefully review the following criteria/information requests and respond, in order, to the best of their ability:

- a. **Transmittal Letter:** Include a brief cover letter signed by a person authorized to make representations on behalf of the Bidder, including his or her direct phone number and email address. Bidders **must** make a specific, clear, unambiguous statement agreeing to comply with the terms and conditions of the Agreement (or identify any objections/exceptions **and** enclose same immediately following the letter).
- b. **Experience:** Bidders **must** have completed similar projects in other convention centers, arenas, hotels, or large commercial buildings. Bidders must be a validly-formed entity in business for at least 5 years.
- c. **References:** Using the Reference Form below, provide three references, including contact names, phone numbers, and a brief description of the project completed by Bidder.
- d. **Product Data:** Bidders may, but are not required to, submit any relevant product data, such as brochures, diagrams and other information to illustrate materials or equipment.
- e. **Pricing:** Complete the official pricing form provided below entitled Bid Form. Do **not** alter the official form. Submission or attachment of company quotation forms or other documents containing alternative/conflicting terms is **not** acceptable.

**MANNER OF SELECTION.** HFC intends to make a selection and enter into a contract with the Bidder providing the **Best Value** to HFC, as evaluated based on the following weighted criteria: Pricing (25%); Experience (25%); References (20%); Expressed willingness to agree to terms of contract (20%); and Organization of Bid as submitted (10%). HFC reserves the right to schedule interviews prior to making a final selection. HFC reserves the right to select or reject all or part of any bid, waive minor technicalities, and one or more bids in the manner and to the extent that they serve the best interests of HFC. This solicitation does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a bid in response to this solicitation. HFC reserves the right to request oral interviews, clarifications, and/or additional information prior to making a final selection.

**FORM OF AGREEMENT.** By submitting a response to this solicitation, bidders agree, upon notice of selection by HFC, to enter into an agreement which will include the Agreement set forth below. If a bidder takes exception to any portion of the Agreement, then such bidder must submit a list of such exceptions as part of its response to this solicitation; provided, however, that HFC reserves the right to reject bids including substantive objections without further review or consideration.

**RESTRICTIONS ON COMMUNICATIONS.** Bidders are directed not to communicate with any HFC employee or director regarding any matter relating to this solicitation, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com). HFC reserves the right to reject any bid due to violation of this provision.

**PUBLIC INFORMATION.** As HFC is subject to the Texas Public Information Act ("TPIA"), all information submitted by bidders is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Bidders will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

**CONFLICTS OF INTEREST.** Bidders are advised that they have an obligation to disclose any affiliation or business relationship that might cause a conflict of interest with HFC. Bidders who need the disclosure form may find it online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, Bidders represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**COLLUSION.** Bidders represent that the contents of their bids have not been communicated, directly or indirectly, to any potential Bidder and that their bids are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Bidder.

**WITHDRAWAL OF BID; ERRORS.** To withdraw a Bid due to an error or any other reason, a written request from the Bidder must be received at [bids@houstonfirst.com](mailto:bids@houstonfirst.com) prior to the Submission Deadline.

## LED DISPLAY PROCUREMENT AND INSTALLATION AGREEMENT

This LED Display Procurement and Installation Agreement ("Agreement") is made by and between Houston First Corporation ("HFC"), whose address is 1001 Avenida de las Americas, Houston, Texas 77010 and [TBD] ("Contractor"), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1.0 Project

1.1 Contractor agrees to and shall provide all supervision, labor, tools, materials, supplies, vehicles, and equipment necessary to perform and complete the Project in strict accordance with this Agreement, including the Scope attached hereto and made a part hereof for all purposes.

1.2 The name of the project is the **LED Display Installation** ("Project"). The location of the Project is the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010 ("Facility").

1.3 HFC has retained WHR Architects Inc. ("Architect") to provide architectural and advisory services relating to this Project.

1.4 Contractor agrees to and shall commence Work upon receipt of notice to proceed from HFC and shall complete the Project within 120 calendar days ("Contract Time"), subject to adjustments in accordance with the Agreement. By executing the Agreement, Contractor acknowledges and agrees that the Contract Time is a reasonable period for undertaking and completing the Work in accordance with the Agreement. Contractor shall proceed expeditiously with adequate forces and to achieve completion of the Work within the Contract Time.

1.5 The Facility is owned by the City of Houston, Texas and subject to a long-term lease to HFC. **CONTRACTOR AND HFC ACKNOWLEDGE AND AGREE THAT THE PROJECT AND ALL WORK RELATED THERETO CONSTITUTE AND SHALL BE CONSIDERED TO BE A PUBLIC WORKS PROJECT OF A MUNICIPALITY FOR ALL PURPOSES, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE.**

### 2.0 Payment

2.1 Subject to the terms of this Agreement, HFC agrees to pay Contractor [TBD] ("Contract Sum"). The Contract Sum is comprised of the following components: [TBD]

2.2 No more than once every 30 calendar days, Contractor may request a Work progress payment from HFC in accordance with this Section. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which services were performed.

2.3 HFC agrees to pay Contractor within 30 calendar days of the receipt and approval by HFC of such invoices by check or direct deposit, at the sole option of HFC. If any item in any invoice is disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

2.4 In no event shall HFC pay Contractor more than **90%** of the Contract Sum prior to the final completion of the Project, notwithstanding any provision in the Agreement to the contrary.

### 3.0 Work Conditions and Restrictions

3.1 All Work performed by the Contractor shall be in accordance with the latest City of Houston Building and Electrical Codes. Contractor represents that all electricians employed by Contractor shall be licensed by the Texas Department of Licensing and Regulation. Contractor is responsible for any necessary permits, licenses and inspections by government agencies necessary for proper execution and completion of the Work.

3.2 Contractor shall on a daily basis or as requested by HFC, clean the Project site and any adjacent areas affected by the Project.

3.3 Contractor shall take precautions to minimize disruption of events at the Facility to minimize dust, noise, and fumes, and to prevent power outages or the disturbance of utilities, fire suppression equipment, plumbing systems, and any other equipment or systems connected to the Facility.

3.4. The manner and extent to which Contractor may use common areas of the Facility, including, but not limited to, entrances and loading docks, shall be determined by HFC in its sole, but reasonable discretion.

3.5 Contractor shall protect all areas and equipment when working in the Facility. All carpeted floor areas must be protected with plastic and/or cardboard, for the duration of the Project. Caution warning signs shall be placed near any slippery or wet surfaces.

3.6 Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Agreement. Contractor shall not damage or endanger a portion of the Work or fully or partially completed work of HFC or separate contractors by cutting, patching or otherwise altering such construction. Contractor shall not cut or otherwise alter such work by HFC or a separate contractor except with written consent of HFC and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not unreasonably withhold from HFC or a separate contractor Contractor's consent to cutting or otherwise altering the Work.

3.7 Execution of the Agreement by Contractor is a representation that Contractor has visited the Project site, become familiar with conditions under which the Work is to be performed and correlated personal observations with requirements of the Agreement.

3.8 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for, and have control over, means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

3.9 Contractor shall provide and pay for labor, materials, equipment, tools, machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.10 Except in the case of minor changes in the Work authorized by Architect, Contractor may make substitutions only with the consent of HFC, after evaluation by Architect and in accordance with a Change Order.

3.11 If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall be liable for such Work and shall bear the costs attributable to correction.

#### **4.0 Separate Contractors**

4.1 HFC reserves the right to perform construction or operations related to the Project with HFC's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations at the Facility under conditions identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

4.2 HFC shall provide for coordination of the activities of HFC's own forces and of each separate contractor with the Work of Contractor, who shall cooperate with them. Contractor shall participate with other separate contractors and HFC in reviewing their construction schedules. Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by Contractor, separate contractors and HFC until subsequently revised.

4.3 Contractor shall afford HFC and any separate contractors reasonable opportunity for performance of their work and related activities, and shall connect and coordinate Contractor's construction and operations with theirs as required by the Agreement.

4.4 Contractor shall be liable to HFC for costs HFC incurs that are payable to a separate contractor because of Contractor's delays, improperly timed activities or defective construction.

#### **5.0 Shop Drawings**

5.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

5.2 The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which Contractor proposes to conform to the information given and the design concept expressed in the Agreement. Review by

HFC's architect or representative are subject to the limitations herein. Informational submittals upon which HFC's architect or representative are not expected to take responsive action may be so identified in the Agreement. Submittals that are not required by the Agreement may be returned without action.

5.3 Contractor shall review for compliance with the Agreement, approve and submit to HFC's architect or representative Shop Drawings, Product Data, Samples and similar submittals required by the Agreement in accordance with the submittal schedule approved by HFC's architect or representative or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of HFC or of separate contractors.

5.4 By submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents to HFC that Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement.

5.5 Contractor shall perform no portion of the Work for which the Agreement requires submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved.

## **6.0 Changes in the Work**

6.1 Changes in the Work may be accomplished after execution of the Agreement without invalidating the Agreement by Change Order or a written order for a minor change in the Work issued by the architect, subject to the limitations stated in this Section and elsewhere in the Agreement.

6.2 In no event shall the aggregate amount of Change Orders under this Agreement exceed **fifteen percent (15%)** of the Contract Sum.

6.3 A Change Order is a written instrument prepared by architect and signed by HFC, Contractor and architect stating their agreement upon all of the following: (1) The change in the Work; (2) The amount of the adjustment, if any, in the Contract Sum; and (3) The extent of the adjustment, if any, in the Contract Time.

6.4 Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Agreement. Such changes will be effected by written order signed by architect and shall be binding on Contractor.

## **7.0 Safety**

7.1 Contractor represents and warrants that services performed by Contractor shall conform to the standards declared by OSHA, including, but not limited to, compliance with federal and state safety standards/directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and similar equipment used for demolition.

7.2 Contractor's employees, agents, contractors and subcontractors shall use personal protective equipment, safety harnesses, fall protection equipment, hard hats or other equipment required to perform the Work in safe manner. Contractor will hold safety training, safety briefings or other meetings to ensure all staff are fully prepared to perform the Work with safety in mind.

7.3 Contractor shall conduct regular safety and health inspections of the Project site. Contractor shall promptly report any accidents, injuries, spills, or near misses to HFC.

7.4 Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## **8.0 Warranties and Correction of Non-Conforming Work.**

8.1 Contractor warrants that it shall perform the Work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under the Agreement, as more fully described herein.

8.2 With respect to any materials and equipment furnished as part of the Work, Contractor warrants: (i) that all items are free of defects in title, design, material, and workmanship, (ii) that each item meets or exceeds the requirements of the Agreement, (iii) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and will not cause any manufacturer's warranties to lapse or become invalid, and (iv) that no item or its use infringes any patent,

copyright, or proprietary right. Warranty periods shall commence on the date of final completion of the Project, as certified by the architect.

8.3 Work, materials, or equipment not conforming to the requirements of this Section shall be deemed defective and repaired or replaced at HFC's sole option by Contractor, at no cost to HFC. If required by HFC, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

8.4 Contractor hereby transfers and assigns to HFC all manufacturer's warranties for materials used in connection with this Project and shall complete and execute all forms required to further evidence such transfer and assignment. The parties agree that no warranty made by Contractor is intended to limit, nor shall it be construed as limiting in any manner or to any extent, any manufacturer's or supplier's warranty. Upon request from HFC, Contractor agrees to provide reasonable assistance in enforcing such warranties against the manufacturer or supplier at no additional cost to HFC.

8.5 If a portion of the Work is covered contrary to Architect's request or to requirements specifically expressed in the Agreement, then it must, if requested in writing by Architect, be uncovered by Architect's examination and be replaced at Contractor's expense without change in the Contract Time or Contract Sum.

8.6 Contractor shall promptly correct Work rejected by Architect or failing to conform to the requirements of the Agreement, whether discovered before or after completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for Architect's services and expenses made necessary thereby, shall be at Contractor's expense.

8.7 If, within 365 calendar days after the Completion Date, any of the Work is found to be not in accordance with the requirements of the Agreement, then Contractor shall correct same within 30 calendar days after receipt of written notice from HFC to do so at no cost to HFC.

8.8 The 365-day period for correction of Work shall be extended with respect to portions of Work first performed after completion by the period of time between completion and the actual completion of that portion of the Work. The period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

8.9 Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Agreement and are neither corrected by Contractor nor accepted by HFC.

8.10 Contractor shall be liable for the cost of correcting destroyed or damaged construction, whether completed or partially completed, of HFC or separate contractors caused by Contractor's correction or removal of Work that is not in accordance with the requirements of the Agreement.

8.11 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Agreement. Establishment of the 365-day period for correction of Work as described hereinabove relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

## **9.0 Insurance**

9.1 Contractor shall provide and maintain in full force and effect from the date of execution of the Agreement until final completion of the Work, including all extensions and amendments thereto, at least the following insurance and available limits of liability:

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|----|--|---|
| a. | Commercial General Liability, including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products and Completed Operations | Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate |
| b. | Automobile Liability Insurance   | \$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage   |
| c. | Workers' Compensation  | Statutory for Workers' Compensation. Contractor is not allowed to self-insure Workers' Compensation   |

d. Employer's Liability

Bodily Injury by accident \$1,000,000 (each accident)  
Bodily Injury by Disease \$1,000,000 (policy limit)  
Bodily Injury by Disease \$1,000,000 (each employee)

9.2 Insurance may be in one or more policies of insurance, form of which is subject to approval by HFC. It is agreed, however, that nothing HFC does or fails to do with regard to insurance policies relieves Contractor from its duties to provide required coverage and HFC's actions or inactions will never be construed as waiving HFC's rights.

9.3 The issuer of any policy (i) shall have a Certificate of Authority to transact insurance business in Texas or (ii) shall be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

9.4 Each policy, except Workers' Compensation and Employer's Liability, must include an endorsement naming HFC and the City of Houston as additional insureds.

9.5 Each policy must contain endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against HFC and the City of Houston.

9.6 Each policy must contain an endorsement that the policy is primary insurance to any other insurance available to the additional insureds with respect to claims arising hereunder.

9.7 Contractor is solely responsible for payment of all insurance premium requirements.

**10.0 Release and Indemnification**

10.1 **CONTRACTOR AGREES TO AND SHALL RELEASE HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, THEIR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS (COLLECTIVELY, "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNITEES' CONCURRENT NEGLIGENCE AND/OR THE INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY AS WELL AS FROM ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.**

10.2 **CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, THEIR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS (COLLECTIVELY, "INDEMNITEES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COPYRIGHT INFRINGEMENT, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT AS WELL AS FOR ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO: (I) CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; THE INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND (II) ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL OR STATE EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITIES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR'S PERSONNEL UNDER THIS AGREEMENT.**

10.3 **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.**

10.4 If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include the

following (i) a description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due, and (iii) the anticipated amount of the indemnified loss.

10.5 This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30 calendar day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

10.6 Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, HFC may assume and control the defense, and all defense expenses constitute an indemnification loss.

10.7 If Contractor elects to defend the claim, HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees, (ii) would require the Indemnitees to pay amounts that Contractor does not fund in full, (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

### **11.0 Termination**

11.1 If Contractor is in default, then HFC may either terminate the Agreement or allow Contractor to cure the default as provided below. HFC's right to terminate for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if Contractor fails to perform any of its duties under this Agreement

11.2 If a default occurs, HFC may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. HFC, in its sole discretion, may extend the termination date to a later date. If HFC allows Contractor to cure the default and Contractor does so to the satisfaction of HFC before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then HFC may terminate the contract on the termination date, at no further obligation of HFC.

11.3 To effect final termination, HFC must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under the Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

11.4 HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate for convenience is cumulative of all rights and remedies, which exist now or in the future. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under the Agreement and cancel all existing orders and subcontracts that are chargeable to the Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under the Contract up to the termination date. HFC shall then pay the fees to Contractor for services actually performed, but not already paid for.

### **12.0 Miscellaneous**

12.1 Governing Law and Venue. Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder, and shall pay before delinquent any taxes and assessments levied, assessed, or charged by any lawful authority upon Contractor's proceeds under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

12.2 Notices. Notice to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.



12.3 Independent Contractors. Contractor shall perform its obligations as an independent contractor and not as an employee of HFC. Contractor's personnel are solely employees of Contractor, are not employees or agents of HFC, and are not entitled to any compensation, employment benefits, or other employee rights from HFC. Contractor has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in the Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

12.4 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the completion of the Project or termination of the Agreement. Duties and obligations imposed by the Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

12.5 Assignment and Severability. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

12.6 Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean fires, floods, explosions, war, terrorism, riots, and the acts of superior governmental or military authority. This relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the other party with written notice describing the actual delay or non-performance incurred within 10 calendar days after the Force Majeure ceases.

12.7 Entire Agreement. This Agreement, including the exhibits, represents the entire, integrated agreement between HFC and Contractor and supersedes all prior negotiations, representations or agreements, written or oral. Neither party shall require a credit application from the other. This Agreement shall not be amended except by written amendment signed by HFC and Contractor.

[Remainder of page left blank intentionally; signature block to be inserted in final agreement]

## SCOPE

The term "Provide", as used in the following Scope, is defined as furnishing and installing, utilizing all necessary materials, tools and equipment needed for a complete and functional system.

1. Provide head-end equipment to run all video boards provided to the project.
2. Provide all necessary software needed to operate the video boards.
3. Provide interface to allow third party rental video boards to display graphics in conjunction with and operate those displays provided on this project.
4. Provide installation of all video boards.
5. Provide fiber from head-end to each video board. (Raceways and conduit provided by others.)
6. Provide any secondary structural steel needed to support the video boards.
7. Provide any secondary stud framing, metal panels or scrim needed to provide a complete finished product.
8. All non-linear or non-ribbon board displays must be provided at a 16:9 aspect ratio.
9. Provide necessary shop drawings to be reviewed by the Architect.
10. Provide coordination with HFC and other contractors.
11. Provide a one-year year warranty and service as part of the base bid, including attendance at the first three events of HFC's choosing. Event shall be defined as one working day.

### **I. Physical Design Criteria**

- A. Engineer systems to the most stringent applicable code.
- B. Wind Loads: A minimum design pressure as dictated by IBC code (positive or negative) shall be applied to all signage and display surfaces. This also applies to the entire score ribbon board enclosure. Corner pressures and attachment loads shall be as determined through local Building Code and by applying the project specific criteria. (All attachments, connections and members shall also be cable of withstanding all seismic forces in accordance with the local Building Code.)
- C. Minimum thicknesses, gauges and standards are provided below for guidance. These may be modified by the project structural or metals specifications and during final design by installer's structural Engineer of Record certifying compliance with intent of these standards:
  1. All enclosure surfaces subject to fan abuse shall have minimum thickness of 16 gauge.
  2. All sheet metal shall have a minimum thickness of 18 gauge.
  3. Structural steel members shall have a minimum flange, web or wall thickness of ¼ inch.
  4. All welds exposed to weather shall be ¼ inch minimum, and shall be continuous for the entire surface of the connection.
  5. All steel grating shall be serrated and galvanized.
  6. Where similar connections and members are used in other areas of the venue, every effort shall be made to detail and furnish members in a consistent and uniform manner.
- D. Enclosure and structure.
  1. All display enclosures, all additional structure, lighting, power distribution, convenience outlets, and other items for installation, operation, maintenance, and repair is this contractor's responsibility.
  2. Installer to submit complete drawings showing the connection of the Installer supplied equipment to the structure at each different condition.
  3. Installer to submit design calculations, bearing structural engineer's stamp for review. Review will be for design intent only and shall not be construed as approving the design analysis.
  4. The internal module structure, supports, attachment and anchoring members, mounting hardware shall be provided in accordance with engineering standards and governing codes.

5. In areas where low clearance is present, provide caution tape or warning on cross member.
6. Steel exposed to weather to be galvanized or painted with a high performance coating. Metal components in public view that are not part of a manufactured system (enclosure panels) to be powder coated, per HFC direction on color.
7. All floor grating shall continue to each vertical member without any visible gaps or openings in the floor.
8. Enclosure
  - a. Enclosure to be shop fabricated, anodized aluminum, style and color as shown on concept drawings. Construction to comply with applicable requirements of SMACNA "Architectural Sheet Metal manual" and other industry standard practice.
  - b. Form exposed sheet metal work without excessive "oil-canning", buckling and tool marks with exposed edges folded back to form hem. This may require code rated plywood or other substrate to provide uniform surface for the metal work.
  - c. Finish to comply with NAAMM "Metal Finishes Manual" for finish designations and application recommendations. For components which are assembled or welded in factor, apply finish after completion of fabrication.
  - d. Electrolytic protection shall be provided wherever differing metals come into contact.
  - e. Close out trim panels/bezels are required for all displays to create a unitary appearance to each assembly with no gaps, holes, etc.
  - f. Finishes shall match adjacent elements, unless otherwise indicated.
  - g. All welds shall be cleaned, primed and painted.
  - h. Rivets and sheet metal screws penetrating the interior to be capped or cut to prevent injury.

#### E. Electrical

1. Provide complete power and branch circuit distribution within the enclosure from the demarcation point as shown on electrical drawing.
  - a. Power Distribution: All panel boards or load centers provided with lighting units for power distribution to displays loads shall incorporate main breakers.
  - b. Provide utility power distribution in all rear service enclosures.
2. Conceal conduit and distribution within enclosures. Hold conduit tight to vertical structure.
3. Provide lockable load center, breaker panels, and disconnects. Provide minimum of 8 keys per lock.
4. Label each breaker as to its function.
5. All electrical enclosures, raceway, connections, junction boxes, etc. shall meet the appropriate NEMA rating for outdoor use as dictated by the conditions (ie: outside or inside of an enclosure)
6. All materials shall fully comply with Underwriter's Laboratories or other acceptable testing agencies acceptable to local authorities with jurisdiction.

#### F. Ventilation

1. Provide natural or forced ventilation as required for full brightness/white operation of all components.
  - a. Note: Any insulation required of scoreboard enclosure must be compliant with local fire codes.
2. Provide all necessary dust and dirt filtration for the ventilation system.
3. Filters shall be easily removable and changeable.
4. NC level attributed to this ventilation shall be no more than NC 45 at nearest occupied space.

#### G. Unless otherwise noted the following is the requirement for spares throughout the systems:

1. Provide 2% or two (2) if 2% is less than two (2) spare parts of lighting units, lamps, modules, fans, and elements, including cables, jigs and the like.
2. Provide two (2) spare printed circuit card and transmit/receive interface of each type used in the system.
3. Provide 25% spares of any air filters – after final acceptance and cleaning.
4. Provide extenders where required for service and maintenance of equipment.

#### H. Service Requirements

1. All screws and nuts that are required to be removed for access to displays shall incorporate captive screw and nut type designs.
2. A minimum of one of any specialized or custom tool required for maintenance of the display.

#### I. Ribbon Display Physical Requirements:

1. Ribbon mounting will need to take into account existing conditions as shown on the structural and Architectural drawings.
2. Gaps in fascia displays shall not be larger than 125% of the pixel spacing of the displays. (i.e. 20mm, 25mm maximum gap between adjacent sections)
3. Sections spanning expansion joints to feature "slip joints" attachments to minimize eliminate gaps.

4. Sections spanning corners or bends to remain tight to structure as to minimize depth.
5. Joints, seams or modules out of plane with the rest of the display due to mechanical alignment of modules, units, louvers, secondary seals or artifacts will not be acceptable.
6. Coordinate mounting locations that might coexist with existing elements.
7. Enclosure
  - a. Provide attachments, embeds and enclosure for fascia and wall displays.
  - b. Enclosure dimensions, shape and finish to be coordinated to ensure that all fascia and wall mounted enclosures match in appearance and are approved by Architect and/or HFC's Representative.
  - c. Provide end caps, close out bezels or covers for sides and bottom of displays.

## II. Color LED Displays

### A. Technical Requirements

1. Color LED displays shall incorporate direct view technology; currently recognized technologies:
  - a. "Full Color" Light Emitting Diode (LED)
2. Brightness: 16 levels of illumination, including 0%, 25%, 75% and 100%.
  - a. These illumination levels shall be able to be preset to simultaneously switch brightness and gamma correction to accommodate the following conditions.
    - i. Night Time with Exterior Illumination
    - ii. Direct Daylight
  - b. A method of accommodating automatic brightness control shall be supported at each display location
3. Brightness shall not fall below (at 100% white generated at external input):
  - a. Outdoor board 6,000 nits within first 20,000 hours of operation after acceptance.
  - b. Indoor boards 2,000 nits with first 20,000 hours of operation after acceptance.
4. Uniformity of brightness:
  - a. Adjacent pixels 2%
  - b. 8% total variation across display, brightest to darkest pixel/module.
  - c. Uniformity standards to apply over entire viewing angle specified with no perceptible color shift.
5. 140 degree minimum horizontal angle (defined as 50% brightness) of viewing and 50 degree (nominal +20/-30 degree with screen vertical) of vertical. Color temperature to remain constant over 50% brightness viewing angle range.
6. Color temperature of display: 7,000-9,300 degree Kelvin. With uniformity of 250 degree Kelvin between adjacent pixel with remote set-up and control to adjustment and balance of any pixel module in display to match overall display color temperature through 20,000 hours of use.
7. Pixel spacing: as noted in the schedule of displays.
8. Provide top, front, or rear access as required at mounting conditions.
9. Display shall be flicker less, and free of all image processing artifacts such as image stuttering, frame dropping or skipping any portion of the image display.
10. Processor
  - a. The processor shall be configure to support the following inputs without external processing:
    - i. Component Serial Digital Input (i.e. ITU-R 601; SMPTE RP-125)
    - ii. Digital Television (DTV) Production standard (e.g. 480p; 720p; 1080i).
    - iii. AVI/DVI
  - b. Shall be capable of supporting not less than two (2) simultaneous inputs and support a keying function to allow insertion of second input information.
  - c. If computers are employed as part of the LED Video Display system, they shall meet these specification requirements as well:
    - i. Provide with a 15 minute UPS
  - d. If a computer is used as part of the processor - or used for remote control or any other functions of the video board – provide a complete backup computing system running in a full-time, on-line backup mode with appropriate disk mirroring.
11. Provide connections, cabling and appropriate backups from control room to board to support the following connections:
  - a. SMPTE 259, Serial Digital (601)
  - b. SMPTE 292, HD-SDI (e.g. 480p; 720p, 1080I).
  - c. DVI
12. Display electronics remote control system to provide complete screen remote control of:
  - a. Brightness level
  - b. Display power

- c. Input Selection
- d. (Including remote activation and deactivation by a contract closure from the video replay system production switcher)
- e. Image positioning, sizing, and scaling
- f. Color level
- g. Hue
- h. Contrast
- i. Sharpness
- j. Color display test, and address location. This pattern shall include a numerically identified grid that corresponds to the address of each unit's physical address as well as a red, green, blue and white color scroll for all inputs over the entire display. Typical pattern:
  - 1) Red – Grid, Green – Grid, Blue – Grid, White – Grid, repeat
- k. Remote lighting unit location, testing, color display test, and address location.
- l. These controls shall be provided for all inputs to control system processor.

**BIDDER REFERENCE FORM**

Bidders must be able to demonstrate that they have performed services comparable in size and scope to those described in this Bid. Three references should be provided in the space provided below.

**Company/Bidder Name:** \_\_\_\_\_ **Years in Business:** \_\_\_\_\_

**Reference #1**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reference #2**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reference #3**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LED DISPLAY PROCUREMENT AND INSTALLATION

### BID FORM

BIDS DUE: **11:00 A.M.** on **October 30, 2015** (the "Submission Deadline")

INSTRUCTIONS: Bidders must submit five (5) copies of their Transmittal Letter, Reference Form and Bid Pricing Form in person, via mail or courier. **Please write the Bidder's name, phone number and email address on the outside of the sealed envelope.** Bids must be received by mail or personal delivery no later than the Submission Deadline at the following address: Houston First Corporation, Attn: General Counsel, 1331 Lamar St., 7th Fl., Houston, TX 77010.

#### Schedule of Displays:

- A. Provide two (2) exterior LED displays sixty feet in length by three feet high (60' x 3') with a pixel pitch of 10mm for:

\$ \_\_\_\_\_

- B. Provide one (1) interior curved LED display as shown on drawings A411 and A412, that is approximately forty-two (42) feet in length by three feet in height with a pixel pitch of 4mm for:

\$ \_\_\_\_\_

- C. Provide two (2) sixteen feet by nine feet (16' x 9') Corner Wrapping LED Displays with 16:9 aspect ratio at Houston Infusion Pocket Walls as shown on for:

1. Pixel Pitch 4mm \$ \_\_\_\_\_

2. Pixel Pitch 2mm \$ \_\_\_\_\_

3. Two 80" LCD Display

- a. Provide speakers (sound bar), necessary equipment and cabling for sound associated with this video board.

\$ \_\_\_\_\_

- b. Provide additional ribbon board display sixteen feet in length by two feet in height with a pixel pitch of 6mm for:

\$ \_\_\_\_\_

- D. Provide two (2) LED Displays approximately 12'x7' achieving a 16:9 ratio at the Houston Infusion Welcome Walls for:

1. Pixel Pitch 4mm \$ \_\_\_\_\_

2. Utilize multiple LCD Displays to achieve a 16:9 aspect ratio display for:

\$ \_\_\_\_\_

Provide detailed description of monitors used to achieve display below or in an attachment to this form.

3. Provide alternate options (i.e. projector, rear projection, others) for video display at these locations achieving a 16:9 aspect ratio for:

\$ \_\_\_\_\_

Provide detailed description of proposed solution below or in an attachment.

E. Provide LED make used (e.g. Cree, Nichia etc.) \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**MWDBE/HUB Certified?** \_\_\_\_\_

**BID TERMS**

1) Submission of a bid is an offer by Contractor to contract with Houston First Corporation.

2) Bid shall remain valid for 90 calendar days after the Submission Deadline.

3) All pricing excludes sales tax.

By signature hereon, the prospective Contractor represents and warrants that all statements made herein by Contractor are true and correct and may be relied upon by Houston First Corporation.

**Acknowledged and agreed to by the aforementioned Contractor:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_