



## WIRELESS MICROPHONE SYSTEM INVITATION TO BID

ISSUE DATE: December 3, 2020

DUE DATE: **11:00 A.M. on December 30, 2020** ("Submission Deadline")

INSTRUCTIONS: Bidders are to submit one fully-completed and signed Bid Form in a sealed envelope by mail, in person, or via courier. Clearly write "**Wireless Mic System**" on the outside of the sealed envelope. Any bid received by email, fax, or after the Submission Deadline will be rejected without review or consideration.

SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

CONTACT INFO: Any questions concerning this Invitation to Bid must be submitted by email to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **10:00 a.m. on December 16, 2020**. Materials questions will be answered collectively in one or more Letter(s) of Clarification to be made available at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business). Questions received may be edited or combined with similar questions for clarity or length at the discretion of HFC.

BID OPENING: Bids will be opened and publicly announced at 11:30 a.m. on the Submission Deadline at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

### OVERVIEW AND SCOPE

Houston First Corporation ("HFC") issues this Invitation to Bid ("Bid") for the purchase and delivery of wireless microphone system equipment, detailed in the Bid Form provided below, to Wortham Theater Center in Houston, Texas. Equipment must be updated by the Bidder with the latest firmware prior to delivery, which must be completed within 30 calendar days of issuance of a Purchase Order by HFC. Wortham Theater Center Operating Company ("WCOC") will remove existing equipment and install all new equipment. The selected Bidder must, however, provide up to two days of remote or on-site technical assistance during assembly and installation at no additional charge to HFC or WCOC.

### BACKGROUND

HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC is the primary entity responsible for marketing Houston and increasing awareness of its many attractions and amenities.

HFC is responsible for the operation and management of the George R. Brown Convention Center, Avenida Houston, Partnership Tower, Wortham Theater Center, Jones Hall for the Performing Arts, Miller Outdoor Theatre, an array of outdoor properties, and parking facilities that can accommodate nearly 10,000 vehicles.

HFC represents the consolidation of the former City of Houston Convention & Entertainment Facilities Department and the Houston Convention Center Hotel Corporation. The Houston Convention Center Hotel Corporation (now called Houston First Corporation) was organized in 2000. The consolidation with the Convention & Entertainment Facilities Department was effective on July 1, 2011.

Opened in 1987, the iconic Wortham Theater Center is a 437,500-square foot performing arts facility featuring two theaters, the Alice and George Brown Theater and the Lillie and Roy Cullen Theater. Home to the Houston Ballet and Houston Grand Opera, Wortham Theater Center has welcomed performing arts groups and patrons from around the world.

### **NO PRE-BID MEETING**

A pre-bid meeting has not been scheduled in connection with this solicitation, and HFC does not anticipate that such a meeting will be held.

### **MANNER OF SELECTION**

HFC intends to accept the lowest responsible bid received in response to this Invitation to Bid by issuing a Purchase Order; provided, however, that HFC hereby shall have the right to select all or part of any bid, reject all bids, waive minor technicalities, and otherwise consider and accept bids in the manner and to the extent deemed by HFC to serve its best interests. HFC shall not pay or reimburse any costs incurred in the preparation of a bid in response to this Invitation to Bid. HFC reserves the right to request a bid clarifications and/or additional information from some or all Bidders in its sole discretion.

### **LETTERS OF CLARIFICATION**

Responses to all material questions timely submitted by potential Bidders, as well as any revisions incorporated into this Invitation to Bid, will be confirmed collectively, rather than individually, in a letter made available online at <http://www.houstonfirst.com/do-business/> (each, a "Letter of Clarification"). When issued, Letters of Clarification become part of this Invitation to Bid and automatically supersede any previous terms, conditions, specifications, or provisions in conflict therewith. By submitting their bid, Bidders shall be deemed to have reviewed all Letters of Clarification, considered all responses, as well as any revisions, and incorporated them into their bid. Verbal responses by any HFC officer, director or employee cannot alter the terms, conditions, specifications, or provisions as stated herein. It is the responsibility of Bidders to monitor the foregoing link and ensure they review any such Letters of Clarification and incorporate them in their bid.

### **PURCHASE ORDER; BID TERMS**

By submitting a response to this Invitation to Bid, Bidder agrees that HFC may accept its bid by issuing a Purchase Order, which shall include the Bid Terms noted on the Bid Form and the Purchase Order Terms and Conditions set forth below. Bidders are advised that any additional or conflicting terms, alternative pricing bids, pre-printed forms, or other exceptions/objections submitted by a Bidder with their bid shall be disregarded and result in a bid being deemed as non-responsive.

## **NO SALES TAX**

As HFC is exempt from states sales and use tax, bidders should assume that there will be no sales taxes due for the purchase of materials incorporated into the project.

## **RESTRICTIONS ON COMMUNICATIONS**

Throughout the bid process, commencing with the Issue Date, Bidders are directed not to communicate, directly or indirectly, with any HFC or WCOC employee, officer or director regarding their bid, or any matter relating to this Invitation to Bid, other than through [bids@houstonfirst.com](mailto:bids@houstonfirst.com), or in response to a direct inquiry from the HFC Purchasing Agent or General Counsel Department. Bidders who disregard the Restrictions on Communications requirement do so at their peril, as HFC shall have the right to reject a bid due to an apparent violation of this provision.

## **CONFLICTS OF INTEREST**

Bidders are advised that they have an affirmative obligation to disclose any affiliation or business relationship with an HFC employee, officer, or director creating a conflict of interest (or appearing to a reasonable person to potentially exist). Bidders who need the disclosure form may find it online at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a bid, Bidders represent to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

## **VENDOR CODE OF CONDUCT**

Bidders who do business or seek to do business with HFC are expected to interact with HFC with high ethics and integrity. To promote ethical conduct by its existing and potential contractors, HFC has adopted a Code of Conduct for Vendors, available online at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business). HFC requires that all Bidders be familiar with and abide by the Code of Conduct for Vendors.

## **INVITATION TO BID PACKETS**

A complete copy of this Invitation to Bid, including exhibits, necessary forms and other relevant information, is available at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business). This Invitation to Bid provides the information necessary to prepare and submit a bid for consideration and ranking by HFC.

## **PUBLIC INFORMATION**

As HFC is subject to the Texas Public Information Act ("TPIA"). Information submitted by Bidders is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code, any page including 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 may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

## **WITHDRAWAL; ERROR**

Bids may be withdrawn due to errors or for any other reason by a written request received by [bids@houstonfirst.com](mailto:bids@houstonfirst.com) prior to the Submission Deadline.

# WIRELESS MICROPHONE SYSTEM

## BID FORM

Bidders are asked to provide their best pricing for the equipment itemized below, based on the terms of this Invitation to Bid. Do not alter the Bid Form. Submission of company quotes, proposals, or any other document containing supplementary, alternative, or conflicting terms or conditions is not acceptable and will result in a bid being rejected without review or consideration.

Item	Qty.	Description	Unit Cost	Total Cost
A	5	<b>Four-Channel Digital Wireless Receiver</b> Vendor shall supply Four-Channel Digital Wireless Receiver compatible with all AD series and ADX series transmitters. Receiver shall have a tuning range up to 184 MHz. Receiver shall come complete with rack kit and locking power cables. <u>Ref. Model:</u> Shure, 4-Channel Digital Wireless Receiver, Cat. No. AD4Q	\$	\$
B	1	<b>Spectrum Manager 470-952 MHz</b> Vendor shall supply a Spectrum Manager to be used for calculating, analyzing and assigning frequencies to wireless components. <u>Ref. Model:</u> Shure, Sprectrum Manager, Cat.No. AXT600	\$	\$
C	2	<b>Digital Handheld Transmitter with SM58 Cartridge</b> Vendor shall supply Digital Handheld Transmitter with SM58 cartridges. Microphone shall incorporate an LCD screen with transmitter information and status. <u>Ref. Model:</u> Shure, Handheld Mic, Cat.No. AD2/RPW112	\$	\$
D	2	<b>Digital Handheld Transmitter with KSM8 Cartridge in nickel color</b> Vendor shall supply Digital Handheld Transmitter with KSM8 cartridges. Microphone shall incorporate an LCD screen with transmitter information and status. <u>Ref. Model:</u> Shure, Handheld Mic, Cat.No. AD2/RPW170	\$	\$
E	2	<b>Digital Handheld Transmitter with KSM9HS Cartridge in black color</b> Vendor shall supply Digital Handheld Transmitter with SM58 cartridges. Microphone shall incorporate an LCD screen with transmitter information and status. <u>Ref. Model:</u> Shure, Handheld Mic, Cat.No. AD2/RPW186	\$	\$
F	4	<b>Digital Handheld Transmitter with KSM9 Cartridge in black color</b> Vendor shall supply Digital Handheld Transmitter with SM58 cartridges. Microphone shall incorporate an LCD screen with transmitter information and status. <u>Ref. Model:</u> Shure, Handheld Mic, Cat.No. AD2/RPW184	\$	\$
G	20	<b>Digital Body Pack Transmitter with TA4 connector</b> Vendor shall supply Digital Body Pack Transmitter with TA4 connector. Transmitter shall incorporate an LCD screen with transmitter information and status. <u>Ref. Model:</u> Shure, Body Pack Transmitter, Cat.No. AD1-TA4	\$	\$

H	8	<b>Miniature Omnidirectional Microphone with Loud SPL in Beige color</b> Vendor shall supply Miniature Omnidirectional Microphone with Loud SPL in beige color. Microphone must accommodate higher sound pressure levels and be less sensitive than standard miniature microphones. Microphone shall have MicroDot termination. <u>Ref. Model:</u> DPA, Miniature Microphone, Cat.No. 4061-OC-C-F00	\$	\$
I	6	<b>Miniature Omnidirectional Microphone with Loud SPL in Brown color</b> Vendor shall supply Miniature Omnidirectional Microphone with Loud SPL in brown color. Microphone must accommodate higher sound pressure levels and be less sensitive than standard miniature microphones. Microphone shall have MicroDot termination. <u>Ref. Model:</u> DPA, Miniature Microphone, Cat.No. 4061-OC-C-C00	\$	\$
J	34	<b>Microphone Adapter - MicroDot to TA4F</b> Vendor shall supply microphone adapters to connect MicroDot to TA4F. <u>Ref. Model:</u> DPA, Microphone Adapter, Cat.No. DAD6010	\$	\$
K	2	<b>Antenna &amp; Power Distribution System</b> Vendor shall supply Antenna & Power Distribution System. Antenna Distribution System shall allow four wireless receivers to utilize the same set of antennas. Antenna Distribution System shall have five (5) selectable frequency ranges. <u>Ref. Model:</u> Shure, Antenna Distribution System, Cat.No. UA845UWB	\$	\$
L	4	<b>Domed Helical Antenna (460-900 MHz)</b> Vendor shall supply Domed Helical Antenna with a frequency range of 460-900 MHz. <u>Ref. Model:</u> Shure, PWS Domed Helical Antenna, Cat.No. HA-8091	\$	\$
M	4	<b>Antenna Mounting System</b> Vendor shall supply heavy duty clamp to portably mount each antenna to building structure. Each clamp shall include a variable friction arm for aligning the antenna. <u>Ref. Model:</u> Manfrotto, Antenna Mount, Cat.No. 035RL & 244N	\$	\$

**Total Bid:** \_\_\_\_\_

**BID TERMS**

Submission of a bid constitutes an offer to contract with Houston First Corporation (“HFC”) based on the terms of this Invitation to Bid, including the HFC Purchase Order Terms and Conditions. Bid shall remain valid for 90 calendar days. If selected, at no additional cost to HFC, Bidder agrees to and shall, if selected:

- a. Deliver all of the foregoing equipment, within 30 calendar days of issuance of a Purchase Order by HFC, to Wortham Theater Center, 510 Preston St., Houston, Texas 77002;
- b. Update all equipment with the latest firmware prior to delivery;
- c. Provide up to two days of remote or on-site technical assistance at Wortham Theater Center during assembly and installation of the system (dates to be determined by HFC)

**BIDDER CONTACT INFORMATION**

Bidder Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Is the Bidder a certified diversity entity under the HFC [Diversity Program](#)? \_\_\_\_\_

**ACKNOWLEDGMENT AND SIGNATURE**

By signing below, Bidder represents and warrants to HFC that all of the information provided by Bidder in this Bid Form is true, correct and may be relied upon by Houston First Corporation without exception.

Signature: \_\_\_\_\_

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

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

## **Purchase Order Terms and Conditions**

**Acceptance:** Vendor's written acceptance, commencement of service, shipment or partial delivery of any good called for hereunder shall constitute an acceptance by Vendor of the Purchase Order (PO), including these Terms and Conditions.

**Delivery of Goods:** Vendor shall (1) deliver the goods to HFC to the location specified in the PO, (2) ensure all deliveries are made on a business day, during normal business hours, and (3) provide, at no additional charge to HFC, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the goods to be delivered, so that they may be transported in a normal, safe manner without damage. Time is of the essence in performing the PO. Should Vendor experience or anticipate any delay in performing the PO, Vendor shall promptly notify HFC in writing of such delay, the expected duration and the reasons thereof.

**Entire Agreement:** The PO, Terms and Conditions and any Bid and/or multi-year contract between Vendor and HFC shall constitute the entire agreement between the parties and supersede prior offers, negotiations, and exceptions, whether oral or written. The PO shall not be modified except by written amendment signed by the parties.

**Force Majeure:** If performance by Vendor or HFC is interrupted or delayed by an occurrence of Force Majeure, then the affected party shall be excused from performance for such period of time as is reasonably necessary after such occurrence of Force Majeure to remedy the effects thereof. The term "Force Majeure" shall include acts of God, acts of the public enemy, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, tornadoes, hurricanes, explosions and other occurrences or conditions of like nature and shall further include a declaration of a state of emergency by the Mayor of the City of Houston, the Governor of the State of Texas, or the President of the United States of America; provided, however, that the term does not include changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application, or an occurrence that merely makes performance more difficult or expensive.

**Hazardous Materials:** Vendor certifies that it is in compliance with applicable federal, state and local environmental laws. Goods listed on the PO subject to the Texas Hazard Communication Act must be accompanied by Safety Data Sheets (SDS) at the time and place of delivery.

**Indemnification:** Vendor represents and warrants that it will protect, defend, and hold harmless HFC, its officers, directors, employees, agents, and legal representatives (collectively "HFC Indemnitees") from any and all claims, demands, damages, injuries, lawsuits, actions, proceedings, liabilities, losses, costs, injuries, assessments, fines, penalties, liens, reasonable attorneys' fees and court costs, or awards relating in any way to damages, claims, or fines arising by reason of or in connection with Vendor's actual or alleged negligence or other actionable performance or omission of the Vendor in connection with or during the performance of the duties under the PO. Vendor further covenants and agrees to protect, defend, indemnify and hold harmless HFC Indemnitees from all claims, allegations, fines, and damages relating in any way to the actual or alleged joint and/or concurrent negligence of Vendor and HFC Indemnitees, whether Vendor is immune from liability or not. It is the expressed intention of the parties hereto that the indemnification provided herein is an agreement by Vendor to indemnify and protect HFC Indemnitees from their own negligence where said negligence is an alleged or actual cause of any alleged third-party harm. The indemnification provided herein shall have no application to any claim or demand where bodily injury, death, or damage results from the sole negligence of HFC Indemnitees.

**Independent Contractor:** In performing its obligations under the PO, Vendor shall act as an independent contractor solely for its own account and not as an agent, representative or employee of HFC.

**Inspection; Rejection:** HFC reserves the right to inspect goods prior to acceptance and/or payment. Goods which, in the sole opinion of HFC, do not conform to HFC's specifications or are determined to be damaged or defective may be rejected at no cost to HFC. Amounts due Vendor under the PO for such rejected goods shall abate or, at the discretion of HFC, promptly replaced by Vendor at its risk and expense.

**Insurance:** Prior to performing services under the PO, Vendor shall procure and maintain in effect for the duration of the performance of such services the following insurance coverages: (1) Commercial General Liability insurance with limits of at least \$500,000 per occurrence; \$1,000,000 aggregate, (2) Automobile liability insurance with a combined single limit of \$1,000,000, (3) Workers' Compensation in the statutory amount, (4) Employer's Liability with accident and disease limits of at least \$100,000 per employee. All policies except Workers' Compensation must name HFC as an additional insured with a waiver of subrogation in its favor. The issuer of any such policy shall have a Certificate of Authority to transact insurance business in Texas or a Best's Financial Size Category of Class IV or better, according to the most current edition of Best's Key Rating Guide.

**Invoice:** Vendor shall submit an original invoice to HFC at the address specified on the PO no later than thirty (30) calendar days after the date of delivery and acceptance of goods by HFC or the completion of performance of services by Vendor. At a minimum, each invoice shall include (1) the PO number, (2) Vendor's name and address, (3) a clear, unambiguous description of the goods delivered and accepted and/or services rendered, (4) the date of delivery and acceptance of goods and/or date that services were performed, (5) the unit price for each item, if a unit price was offered by Vendor, and (6) the total amount of the charges for the goods delivered and accepted and/or services performed by Vendor, which shall not exceed the amount of the PO.

**Limitation of Liability:** To the extent permitted by law, in no event shall HFC be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. HFC's liability to Vendor shall under no circumstances exceed the total amount of fees actually paid by HFC to Vendor in connection with the PO.

**Non-Discrimination:** Vendor agrees not to engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, disability, race, color, sex, creed, national origin, or veteran status.

**Order of Control:** In the event of inconsistent or conflicting provisions in the PO and referenced documents, the following order shall control (1) the PO, (2) the multi-year contract between Vendor and HFC, if any, (3) these Terms and Conditions, (4) the Bid, if any.

**Payment:** HFC will pay Vendor by the latter of thirty (30) calendar days following receipt of a properly prepared invoice, completion of services by Vendor or acceptance of the goods by HFC.

**Prices Firm:** All prices specified in the PO are firm and may not be increased or supplemented on Vendor's invoice.

**Right to Audit:** HFC may, on reasonable notice to Vendor, audit Vendor's books, ledgers, supporting records/documentation and related procedures and controls relating to amounts paid by HFC in connection with the PO.

**Risk of Loss:** Title and risk of loss shall remain with Vendor until goods have been delivered to HFC at the location specified in the PO and accepted by HFC. Vendor is responsible for any freight charges incurred in so delivering the goods to HFC.



**Severability:** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Successors and Assigns:** The PO and these Terms and Conditions shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party; provided, however, that this provision is not intended to limit Vendor's ability to assign receivables under this PO.

**Tax-Exempt Status:** HFC is exempt from Sales Tax and certain federal excise taxes. Vendor shall not charge HFC for such taxes. HFC will furnish Vendor with an exemption certificate upon request.

**Termination:** The PO may be terminated by HFC with or without cause. If HFC terminates without cause, then HFC will pay Vendor for Vendor's actual and reasonable expenses for work that has been satisfactorily completed and/or goods delivered to and accepted by HFC as of the date of termination, but in no event will such payment exceed the agreed upon prices.

**Valid Terms:** Terms not contained herein are not binding on HFC unless specifically accepted in writing by HFC.

**Venue; Compliance with Laws:** Vendor agrees to comply with all applicable federal, state and local laws and shall obtain any necessary permits at its expense. The PO shall be construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions. Litigation in connection with the PO shall be in a court of competent jurisdiction in Harris County, Texas.

**Waiver:** Failure to insist upon strict compliance with any terms herein shall not be a waiver of any provision herein.

**Warranties:** Vendor warrants that all goods are new (unless otherwise specified in the PO or the Bid), free from defects (including defects in title, and in Vendor's right to sell a patented or copyrighted product or to use a patented process), conform to industry standards and good practice and all specifications including those in the Bid, and are suitable for their intended purpose. Vendor further warrants that all services performed in connection with the PO shall be of a good and workmanlike quality. Vendor shall transfer to HFC any manufacturer's warranty which it has for the goods. If within one (1) year from the date of acceptance by HFC, any goods delivered to and accepted by HFC do not conform to these warranties, and HFC notifies Vendor within a reasonable amount of time after discovery, Vendor shall correct such nonconformity to the satisfaction of HFC at Vendor's risk and expense. **THE FOREGOING WARRANTIES SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ANY WARRANTIES ARISING AS A MATTER OF LAW AND SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HFC.**