



CLEAR TRASH BAGS

INVITATION TO BID

ISSUE DATE: February 23, 2024

BIDS DUE: **2:00 p.m. on March 19, 2024** (the “Submission Deadline”)

INSTRUCTIONS: Bidders are to submit one fully-completed Bid Form and one sample trash bag (detailed below) in a sealed envelope by mail or personal delivery no later than the Submission Deadline. Any bid received by email, fax, or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010. Please write “Trash Bags” clearly on the outside of the sealed envelope.

CONTACT INFO: Any questions concerning this RFP must be submitted by email to bids@houstonfirst.com no later than **10:00 a.m. on March 13, 2024**. Material questions received will be answered collectively, rather than individually, in the form of a Letter of Clarification made available online at www.houstonfirst.com/do-business. Questions may be edited or combined for clarity or length at the discretion of HFC.

BID OPENING: Bids will be opened and publicly announced at 3:00 p.m. on the Submission Deadline at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

PURPOSE

Houston First Corporation (“HFC”) requests bids for the purchase and delivery of clear plastic trash bags, on an as-needed basis, over a three-year period, at the George R. Brown Convention Center in downtown Houston, Texas. Specifically, HFC requires 60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case).

HFC estimates, in good faith, that 1,400 cases of such clear plastic trash bags will be required each calendar year, provided that HFC reserves the right to increase or decrease such estimate by up to 10% per year. Deliveries will be scheduled by HFC no more than four times per year, and the contractor selected must complete each such delivery within five days’ notice.

Bidders must provide one (1) clear plastic trash bag meeting the foregoing specification with submission on their bid. Such sample shall be provided at no cost to HFC, and will not be returned to the bidder.

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.

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 the supplies.

PRE-BID MEETING

A pre-bid meeting has not been scheduled for the solicitation and HFC does not anticipate that such a meeting will be held.

LETTERS OF CLARIFICATION. Responses to all material questions timely submitted by potential bidders, as well as revisions incorporated into this solicitation by HFC, if any, will be confirmed collectively in one or more letters posted online at www.houstonfirst.com/do-business (each a "Letter of Clarification"). When issued, each Letter of Clarification will become part of this solicitation and automatically supersede any previous specifications or provisions in conflict therewith. By submitting their bid, bidders are deemed to have reviewed all Letters of Clarification on the website, considered all responses, as well as any revisions, and incorporated them into their submittal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of bidders to monitor the foregoing website and ensure they review any such Letters of Clarification and incorporate them in their bid.

MANNER OF SELECTION

HFC expects to enter into a contract with the bidder providing the lowest responsible bid received; provided, however, that HFC reserves the right to select or reject all or part of any bid, waive minor technicalities, and accept one or more bids in the manner and to the extent that they serve the best interests of HFC, including acceptance of bids by line item or in a reduced quantity. 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.

FORM OF AGREEMENT

By submitting a response to this Invitation to Bid, the bidder agrees, upon notice of selection, to enter into the Supply Purchase and Delivery Agreement provided below. Any questions or objections to the terms must be raised by submitting an email to bids@houstonfirst.com at least 10 business days prior to the Submission Deadline. Responses to material questions and issues will be included in a Letter of Clarification. Submission of preprinted forms or alternative legal terms by a bidder shall result in a bid being deemed as non-responsive.

RESTRICTIONS ON COMMUNICATIONS

Throughout the selection process, commencing with the Issue Date, potential bidders are directed not to communicate, directly or indirectly, with any HFC employee, officer, director, or selection committee member regarding their bid, or any matter relating to this solicitation, except through bids@houstonfirst.com. Bidders who disregard this Restrictions on Communications provision do so at their peril, as **HFC reserves the right to reject any Bid received due to violation of this provision.**

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. HFC requires that all bidders be familiar with and abide by the Code of Conduct for Vendors. Without limiting the foregoing, bidders must disclose if they have, within the past five years, (a) been party to a service contract terminated for cause, or (b) received material, adverse findings from any governmental authority having regulatory oversight of services similar to those required hereunder.

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). Those who need the disclosure form may find it [online](#). By submitting a bid, bidders represent to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

COLLUSION

Bidders represent and warrant to HFC 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.

PROTEST PROCEDURES

Any protest relating to the form, terms and conditions, selection criteria, specifications, exhibits, or any other material solicitation content must be filed by the actual or potential bidder with the Purchasing Agent no later than five business days prior to the Submission Deadline. If the protest consists of a dispute regarding the bidder selected, or otherwise relates to the alleged misapplication of selection criteria, then the Purchasing Agent must receive the protest from an actual bidder after the Submission Deadline, but at least three business days prior to consideration of a contract resulting from this solicitation by an HFC committee or Board of Directors, whichever is earlier.

All protests must be made in writing and delivered to Houston First Corporation, Attn: Purchasing Agent, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010. To be considered by HFC, protests must be timely received and include, at a minimum, all of the following information: (a) The name, address and contact information of the bidder, with sufficient information to establish that a bona fide bidder is the person or entity filing the protest; (b) The full title of the solicitation; (c) Material grounds for the protest, including the provisions of the solicitation and the applicable law or regulation that serves as the basis for the protest; (d) A statement of the specific relief requested by the bidder; (e) Reference to and attachment of any pertinent documents or sources

relied upon by the protestor that the protestor wishes to have HFC consider; and (f) An affidavit attached to support any factual allegations stated in the submission. The Purchasing Agent will notify the Bidder promptly to acknowledge receipt of a protest.

PUBLIC INFORMATION

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. 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 may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

BID PACKETS

A complete copy of this Invitation to Bid, including exhibits, necessary forms and other relevant information is available on-line at www.houstonfirst.com/do-business. This Invitation to Bid provides the information necessary to prepare and submit a Bid for consideration by HFC.

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 prior to the Submission Deadline.

BID FORM

Bidders are invited by Houston First Corporation (“HFC”) to provide their best pricing for the provision of clear plastic trash bags meeting the Item Specification provided below. Do not alter this Bid Form. Submission of company quotes, proposals, or any other document containing supplementary, alternative, or conflicting terms or conditions will not be accepted and is hereby rejected by HFC.

1. PRICING

| QTY* | U/M | ITEM SPECIFICATION | UNIT COST | TOTAL COST |
|-------|-----|--|-----------|------------|
| 1,400 | CS | CY 2024: 60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case) | \$ | \$ |
| 1,400 | CS | CY 2025: 60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case) | \$ | \$ |
| 1,500 | CS | CY 2026: 60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case) | \$ | \$ |

*Quantities stated are estimates only; HFC reserves the right to increase or decrease such the quantity actually ordered by up to 10% per calendar year, and the Bidder agrees to provide such increased or decreased quantity at the same Unit Cost.

2. BIDDER INFORMATION

a. Company Name (the “Bidder”): _____

b. Address: _____

c. Contact Name/Title: _____

d. Phone: _____ e. Email: _____

f. Is the Bidder a certified diversity entity under the [HFC Diversity Program](#)? _____

g. Can the Bidder provide 60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case)? _____

3. BID TERMS AND CONDITIONS

a. Submission of a bid represents an offer by the Bidder to contract with HFC based on the foregoing pricing, these Bid Term and Conditions, the Invitation to Bid, and the Supply Purchase and Delivery Agreement.

b. Bidder represents that the foregoing pricing includes the cost of delivery. HFC is exempt from state sales tax.

c. HFC reserves the right to increase or decrease the quantity of cases during each calendar year by up to 10%, which shall be provided by Bidder at the same Unit Cost.

d. Deliveries will be scheduled by HFC no more than four times per calendar year, and the Bidder must complete each such delivery within five days' notice.

e. Bidder must provide one (1) clear plastic trash bag meeting the foregoing specification with submission on this Bid Form. Such sample shall be provided at no cost to HFC, and will not be returned to Bidder.

f. Bid shall remain valid for a period of 90 calendar days from the Submission Deadline stated in the Invitation to Bid.

4. ACKNOWLEDGEMENT

By signing below, the Bidder represents and warrants to HFC that all statements made herein by Bidder are true and correct. Bidder acknowledges that such statements are being relied upon by HFC.

_____ (“Bidder”)

By:

Signature: _____

Date: _____

Name/Title: _____

SUPPLY PURCHASE AND DELIVERY AGREEMENT

This Supply Purchase and Delivery Agreement (“Agreement”) is made by and between Houston First Corporation (“HFC”), whose address is 701 Avenida de las Americas, Suite 200, Houston, TX 77010 and [TBD] (“Contractor”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE 1: SUPPLIES AND DELIVERY

1.1 Contractor agrees to and shall provide and deliver the supplies on an as needed basis (collectively, the “Supplies”) to the following address: 1001 Avenida de las Americas, Houston, TX 77010:

60 Gallon, 2 Mil, 38” x 63” clear plastic trash bags in ten-count rolls, with ten rolls per case (for a total of 100 bags per case).

1.2 HFC agrees to purchase 1,400 cases per calendar year during the Term; provided, however, that HFC reserves the right to increase or decrease the quantity of cases during each calendar year by up to 10%, which shall be provided by Contractor at the same Unit Cost.

1.3 Deliveries of Supplies (in quantities determined by HFC) shall be scheduled by HFC no more than four times per calendar year, and Contractor shall complete each such delivery within five days’ notice.

1.4 Contractor shall coordinate the timing of each delivery of the Supplies with HFC and ensure that delivery of the Supplies is made during normal business hours. Contractor shall provide any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the Supplies to be delivered, so that the Supplies may be transported in a normal, safe manner without damage. Contractor acknowledges that time is of the essence.

1.5 HFC reserves the right to inspect the Supplies prior to acceptance and/or payment. Supplies which, in the 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 Contractor under this Agreement for such rejected goods shall abate or, at the discretion of HFC, Contractor shall promptly replace rejected Supplies, at its risk and expense.

1.6 Title and risk of loss of the Supplies shall remain with Contractor until goods have been delivered to HFC at the location specified in this Agreement and accepted by HFC. Contractor is responsible for any freight and delivery charges of any kind or type incurred in so delivering the goods to HFC.

1.6 HFC is exempt from sales tax and certain federal excise taxes and agrees to furnish Contractor with an exemption certificate upon request. Contractor shall not charge HFC for such taxes. Contractor shall take all action required to cause the purchase of the Supplies hereunder to be treated as a tax-exempt transaction, and in no event shall HFC be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Agreement.

1.7 Contractor represents and warrants to HFC that the Supplies are fit for the intended purposes indicated by HFC expressly or by implication; free of defects in title, design, material, and workmanship; new, and of satisfactory quality; and in conformity with industry standards and the requirements of this Agreement.

1.8 Supplies not conforming to the requirements of this Article, as determined by HFC, are hereby deemed defective and, upon written demand, shall be replaced by Contractor within five calendar days at no cost to HFC. If required by HFC, Contractor shall furnish satisfactory evidence as to the kind and quality of replacement supplies.

ARTICLE 2: PAYMENT AND TERM

2.1 Subject to the terms of this Agreement, HFC agrees to pay Contractor the following Unit Cost(s): **[TBD]**. There are no reimbursable expenses and no surcharges or fees of any kind or type, save and except the product of the Unit Cost and the quantity of of Supplies received by HFC, shall be paid to Contractor under this Agreement.

2.2 Contractor will be paid in arrears on the basis of invoices submitted by Contractor, and approved by HFC, listing the date and quantity of delivery, and such other information as HFC may require. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which a delivery of Supplies has been made. HFC shall make payment to Contractor within 30 calendar days of the receipt and approval by HFC of such invoices.

2.3 If any item in any invoice is disputed by HFC for any reason, then HFC shall temporarily delete the disputed item and pay Contractor 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 The term of this Agreement shall begin on the date of countersignature by HFC (the "Effective Date") and expire December 31, 2026 (the "Term").

ARTICLE 3: LIMITATION OF LIABILITY

3.1 CONTRACTOR AGREES TO AND HEREBY DOES RELEASE HFC FROM ALL LIABILITY RELATING TO ANY DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HFC.

5.2 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES RELATING TO ANY DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HFC.

5.3 HFC shall not be liable to Contractor for any indirect, consequential, special, incidental, punitive, or exemplary damages, howsoever arising, whether or not characterized in negligence, tort, contract, or other theory of liability, even if HFC has been advised of the possibility of could have foreseen such damages.

ARTICLE 4: DEFAULT AND TERMINATION

4.1 Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least five calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

4.2 HFC may terminate this Agreement at any time by giving 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 deliveries 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 Supplies delivered up to the termination date.

4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR THE SUPPLIES DELIVERED TO HFC ARE CONTRACTOR'S EXCLUSIVE REMEDIES FOR TERMINATION FOR CONVENIENCE BY HFC, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SUPPLIES DELIVERED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 Assignment. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. For purposes hereof, any transfer of ownership interests in Contractor, direct or indirect, occurring after the Effective Date shall be deemed an assignment by Contractor requiring prior written consent of HFC. HFC may assign this Agreement in whole or in part, including any enforcement rights granted hereunder, at any time upon written notice to Contractor.

5.2 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.

5.3 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

5.4 Independent Contractor. The relationship of Contractor to HFC shall be that of an independent contractor. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

5.5 Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary. Any action to enforce this Agreement or any litigation or claims otherwise regarding this Agreement must be brought in a court of competent jurisdiction in Harris County, Texas.

5.6 Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

5.7 Survival. Contractor shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the delivery of the Supplies or termination of this Agreement.

5.8 Extent of Agreement. This Agreement represents the entire and integrated agreement between HFC and Contractor with regard to the subject matter hereof, and this Agreement supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

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