

## Environmental Graphics for Garage Entrances

### INVITATION TO BID

ISSUE DATE: June 2, 2016

BIDS DUE: **11:00 A.M.** on **June 21, 2016** (the "Submission Deadline")

INSTRUCTIONS: Submit one completed Bid Form, Reference Form, and a copy of bidder's Pressure-Washing Permit in a sealed envelope marked "Environmental Graphics for Garage Entrances." 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: Any questions concerning this Invitation to Bid must be sent by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **11:00 A.M.** on **June 14, 2016**. Questions will be answered collectively in the form of a Letter of Clarification.

Houston First Corporation ("HFC") requests bids from experienced vendors for the fabrication and installation of environmental wall graphics in the Partnership Tower Garage (aka the "North Garage") and Hilton Americas Hotel Parking Garage (aka the "South Garage"), located on Avenida de las Americas in downtown Houston, Texas ("Project"). A Design Intent document has been prepared noting the necessary color scheme, photo content, and text, although questions are encouraged and a Letter of Clarification may follow with additional specifications.

The final product must be exterior grade vinyl applied to the plaster by heat or concrete wall finish. The selected contractor must also provide detailed field verifications to ensure the Project is completed in a timely manner and with the greatest level of accuracy and precision.

Work on the Project is to begin on receipt of notice to proceed and must be installed by **July 15, 2016**.

**BID PACKAGE.** A complete copy of this Invitation to Bid, including the drawings 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 several other small landscaped properties.

**LETTERS OF CLARIFICATION.** Any revisions to be incorporated into this invitation to bid will be confirmed in a written letter to all potential respondents ("Letter of Clarification") prior to the Submission Deadline. When issued by HFC, Letter(s) of Clarification shall automatically become part of this invitation to bid and 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 Letter(s) of Clarification.

**MANNER OF SELECTION.** HFC intends to accept the lowest responsible bid and award a contract for the Project; provided, however, that HFC reserves the right to reject all bids, waive minor technicalities, and select one or more bidders in the manner and to the extent that they serve the best interests of HFC. Bids received will be opened and read aloud at 2:30 p.m. on the date of the Submission Deadline in the main lobby of the HFC administrative offices, located at 1331 Lamar St., 7th Fl., Houston, TX 77010.

**FORM OF AGREEMENT.** By submitting a response to this solicitation, bidders agree, upon notice of selection by HFC, to enter into the Partnership Tower and Hilton Hotel Parking Garage Graphic Design Services Agreement set forth below. If a bidder takes exception to any portion of such 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.** From the date issued until the Submission Deadline, 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) or during the pre-bid meeting. 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.

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

## **Partnership Tower and Hilton Hotel Parking Garage Graphic Design Services Agreement**

This Partnership Tower and Hilton Hotel Parking Garage Graphic Design Services 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 Overview**

1.1 The name of this project is **Partnership Tower and Hilton Hotel Parking Garage Graphic Design Project** (“Project”). The location of the Project is downtown Houston at the Partnership Tower Garage, located at 701 Avenida de las Americas, Houston, Texas 77010 and the Hilton Americas Hotel Parking Garage, located at 1701 Clay Street, Houston, Texas 77003 (the “Facilities”).

1.2 Contractor agrees to and shall complete this Project in strict accordance with this Agreement, including the Design Intent document.

1.3 Contractor agrees to and shall complete the Project no later than **July 15, 2016** after issuance of notice to proceed (“Contract Time”). Contractor agrees that time is of the essence.

1.4 Parking for Contractor vehicles may be provided as determined by HFC in its sole discretion.

1.5 No employee of HFC has the authority to authorize Contractor to perform an act or work contrary to this Agreement.

1.6 Contractor shall designate a representative who shall have express authority to bind Contractor with respect to all matters under this Agreement. As used herein, the term “Contractor” means Contractor or Contractor’s authorized representative.

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

### **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 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 this Agreement, unless the Agreement gives other specific instructions concerning these matters.

3.2 Contractor shall be liable for acts and omissions of Contractor’s employees and other persons or entities performing portions of the work for, or on behalf of, Contractor or any of its contractors.

3.3 Contractor acknowledges that the Facilities shall remain in full operation during the Project. Contractor shall take precautions to minimize disruption of events at the Facilities 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 Facilities.

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

3.5 Contractor shall promptly notify HFC in writing once all work is complete. HFC shall inspect the Project site with Contractor and confirm in writing that the work is complete and acceptable to HFC ("Date of Completion"); provided, however, that neither inspection, acceptance, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to HFC in accordance with applicable law for breach of contract and for all damages to HFC caused by Contractor's negligent performance of any of the work performed or materials furnished under this Agreement.

#### **4.0 Safety and Compliance**

4.1 Contractor shall protect all areas and equipment when working in the Facilities. Caution warning signs shall be placed near any slippery, wet or newly-painted surfaces.

4.2 Contractor is solely responsible for any necessary permits, licenses, fees, and inspections by government agencies necessary for proper execution and completion of the work.

4.3 Contractor shall on a daily basis or as requested by HFC, clean the Project site and any adjacent areas affected by the Project. Contractor shall promptly remove and dispose of piping removed by Contractor and other debris from the Project site in a safe, environmentally responsible manner at its sole cost and expense.

4.4 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 and construction.

4.5 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.

4.6 Contractor shall conduct daily safety and health inspections of the work site. Contractor shall promptly report any accidents, injuries, spills, or near misses to HFC.

4.7 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the work, including but not limited to those bearing on safety of persons or property or their protection from damage, injury or loss.

#### **5.0 Warranties**

5.1 Contractor shall provide HFC with a one-year warranty on materials and workmanship. Warranty periods shall commence on the Date of Completion.

5.2 Contractor warrants that it shall perform all work relating to this Project 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 such work using trained and skilled persons having substantial experience performing the work required under this Agreement and enforce strict discipline and good order among Contractor's employees and other persons carrying out the work.

5.3 With respect to any materials and equipment furnished under this Agreement, Contractor warrants: (i) that all items are free of defects in title, design, material, and workmanship, including, by way of example and not limitation, release, sag, discoloring, yellowing, streaking, blooming, darkening, or peeling of any surface; (ii) that each item meets or exceeds the requirements of this 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.

5.4 Work, materials, or equipment not conforming to the requirements of this Article shall be considered defective and,

provided written notice is sent to Contractor within the warranty period, corrected to the satisfaction of HFC within 10 calendar days of such notice at Contractor's sole cost and expense.

5.5 In addition to and not limiting the foregoing, 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 hereunder 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.

## **6.0 Insurance**

6.1 With no intent to limit Contractor's liability hereunder, Contractor shall provide and maintain in full force and effect, for the duration of the work, at least the following insurance and available limits of liability:

- |                                   |  |
|-----------------------------------|--|
| a. Commercial General Liability   | Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000   |
| b. Automobile Liability Insurance | \$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage  |
| c. Workers' Compensation          | Statutory amounts 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); and Bodily Injury by disease \$1,000,000 (each employee) |

6.2 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.

6.3 Each policy, except those for Workers' Compensation, must include an endorsement naming HFC as an additional insured.

6.4 Each policy except must include an endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against HFC.

6.5 The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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.

## **7.0 Limitation of Liability**

**7.1 CONTRACTOR AGREES TO AND SHALL RELEASE HOUSTON FIRST CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS 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 CONCURRENT OF HFC AND CONTRACTOR AND INCLUDING 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.**

**7.2 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HOUSTON FIRST CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, CITATIONS, TICKETS, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT AND INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO 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 ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONTRACTOR'S PERSONNEL UNDER THIS AGREEMENT.**

**7.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE CONTRACT TIME AND FOR FOUR YEARS AFTER THE PROJECT IS COMPLETED. CONTRACTOR SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.**

**7.4 CONTRACTOR SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.**

**7.5 HFC SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OF INDIRECT) AND LOST REVENUES 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 OR COULD HAVE FORESEEN ANY SUCH DAMAGES.**

7.6 If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 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.

7.7 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 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.

7.8 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 ten 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.

7.9 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.

## **8.0 Change Orders**

8.1 Changes in the work may be accomplished after execution of this Agreement by Change Order, subject to the limitations stated in this Article.

8.2 A Change Order is a written instrument prepared by HFC and signed by HFC and Contractor stating their agreement upon all of the following: (i) the change in the Work; (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time.

8.3 Changes in the work shall be performed under applicable provisions of this Agreement, and Contractor shall proceed promptly, unless otherwise provided in the Change Order.

8.4 In no event shall the aggregate amount of Change Orders under this Agreement exceed ten percent (**10%**) of the Contract Sum.

## **9.0 Termination**

9.1 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 30 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.

9.2 HFC may terminate this Agreement for its convenience at any time by giving 15 calendar days' written notice to Contractor. HFC's right to terminate this Agreement 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 this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to HFC showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the amount due Contractor for services actually performed, but not paid previously, in the same manner as prescribed herein.

**9.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED 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 SERVICES PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.**

## **10.0 Miscellaneous**

10.1 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 its obligations under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure. For purposes of this Agreement, the term "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 7 calendar days after the Force Majeure ceases.

10.2 Inspections and Audits. Upon reasonable notice, either party shall have the right to examine and review the other party's books, records and billing documents which are directly related to performance or payment under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

10.3 Notices. Notices 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.

10.4 Independent Contractors. HFC and Contractor agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. With respect to each other, the parties shall be independent contractors for all purposes.

10.5 Venue and Laws. Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder. 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.

10.6 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.

10.7 Assignment. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC.

10.8 Severability. 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.

10.9 Survival. 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.

10.10 Entire Agreement. This Agreement represents the entire and integrated agreement between HFC and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. In the event of a conflict between the Agreement and the Specifications, this Agreement shall prevail. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

10.11 Authority to Sign. The signer of this Agreement hereby represents and warrants that he or she has full authority to execute this Agreement and bind Contractor.

[Signature page to follow in final agreement]

## REFERENCE FORM

Bidders must be able to demonstrate that they have performed services comparable in size and scope to those described in this solicitation. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Environmental Graphics for Garage Entrances**

**BID FORM**

**BIDS DUE:** 11:00 A.M. on **June 21, 2016** (the "Submission Deadline")

**INSTRUCTIONS:** Submit one completed and signed bid form in a sealed envelope marked "Environmental Graphics for Garage Entrances." 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.

DESCRIPTION
Furnish all materials, supplies, equipment, permits, tools, scaffolding, ladders, labor, insurance, bonds, supervision, and transportation necessary to fabricate and install environmental wall graphics in the Partnership Tower Garage and Hilton Americas Hotel Parking Garage in accordance with the foregoing Agreement in accordance with the foregoing Agreement, including the Design Intent document.
<b>TOTAL BID:</b> \$

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

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

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

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

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

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

**BID TERMS**

- 1) All goods must be F.O.B. destination unless otherwise indicated herein.
- 2) Submission of Bid is an offer to contract with Houston First Corporation.
- 3) Bid will remain valid for 60 days from the Submission Deadline.
- 4) Costs set forth herein do not include sales tax.

**Acknowledged and agreed to by Contractor:** Contractor covenants (i) to comply with the Agreement, Design Intent document, and any Letters of Clarification issued as part of this invitation to bid, and (ii) that all statements made herein by Contractor are true and correct and may be relied upon by Houston First Corporation.

\_\_\_\_\_ "Contractor"

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

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

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

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