

Stacking Chair Rental

INVITATION TO BID

ISSUE DATE: February 24, 2015

DUE DATE: **11:00 a.m. on March 18, 2015** ("Submission Deadline")

INSTRUCTIONS: Submit one (1) signed copy of the Bid Form by the Submission Deadline in a sealed envelope marked "Stacking Chair Rental". To ensure compliance with the specifications, enclose two (2) photographic images of a sample chair, including a front and side profile.

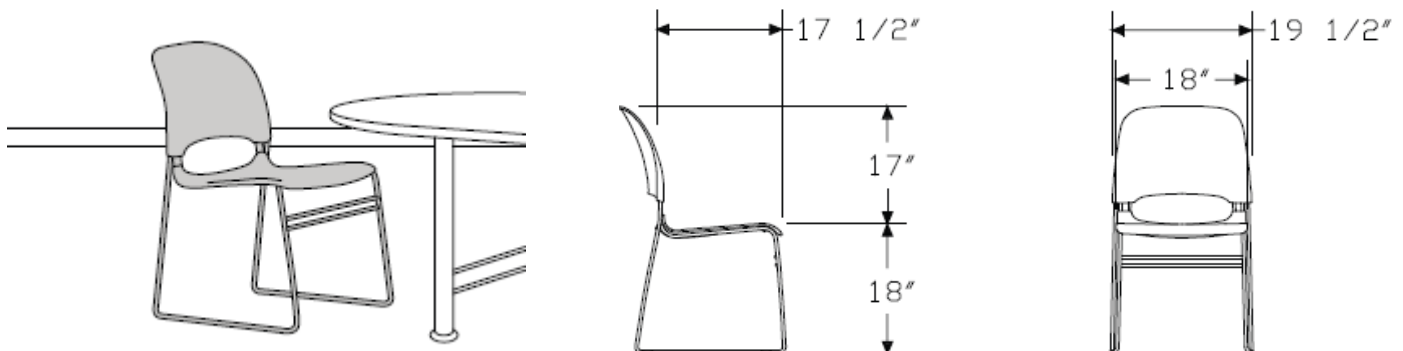
SUBMIT TO: Tom Smyer, Capital Project Manager, Houston First Corporation ("HFC"), George R. Brown Convention Center, Fl. 2.0, 1001 Avenida de las Americas, Houston, Texas 77010. Bids submitted by email or fax will be rejected. **Due to ongoing construction, Bidders who intend to submit a Bid in person are strongly advised to arrive early.**

CONTACT INFO: Questions concerning this Bid must be sent by e-mail to bids@houstonfirst.com no later than **noon on March 6, 2015**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online for the benefit of all bidders.

Houston First Corporation ("HFC") requests bids for the rental of 16,000 stacking side chairs for a period of ten days for a convention at the George R. Brown Convention Center ("GRB"), located at 1001 Avenida de las Americas, Houston, Texas 77010. Chairs must be delivered to the GRB loading dock on July 21, 2015 and collected from same on July 30, 2015. Facility staff will set the chairs as needed without assistance from Bidder.

SPECIFICATIONS. Chairs shall be delivered in good condition and must meet or exceed the following specifications for a Limerick® stacking side chair:

- Steel and injection-molded polypropylene with a flexible back, waterfall edges and a sled base.
- Tested and warranted for use by persons up to 300 pounds.
- Stackable up to 10 chairs high.
- Seat and back finish shall be uniform color, either black or medium blue.
- 1/2 inch clear polycarbonate glides required.



MANNER OF SELECTION. HFC intends to accept the lowest responsible Bid by issuing a Purchase Order to such Bidder, which shall include the Purchase Order Terms and Conditions (see pages 3 and 4 below). 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 2:00 p.m. on the date of the Submission Deadline in the second-floor conference room of the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010.

PAYMENT. HFC will pay the Bidder selected within thirty (30) calendar days after the expiration of the rental period or receipt of a properly prepared invoice, whichever is later.

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 10 city-owned buildings, plazas, and underground and surface parking for nearly 7,000 vehicles. Facilities include the George R. Brown Convention Center, Jones Hall, Wortham Theater Center, Miller Outdoor Theatre, Sunset Coffee Building, and certain outdoor venues such as Jones Plaza, Sesquicentennial Park, Ray C. Fish Plaza, Root Memorial Square, and several other small landscaped properties.

NO PRE-BID MEETING. A pre-bid meeting has not been scheduled and it not anticipated.

LETTERS OF CLARIFICATION. Revisions incorporated into this Bid, if any, will be confirmed in a letter posted online at least 48 hours prior to the Submission Deadline at www.houstonfirst.com/DoBusiness.aspx ("Letter of Clarification"). When issued by HFC, Letters of Clarification automatically become part of the Bid and supersede any conflicting specifications or provisions. By submitting a response, 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 Bidders to monitor the foregoing link and ensure they receive any such Letters of Clarification.

RESTRICTIONS ON COMMUNICATIONS. From the date issued until the Submission Deadline, bidders are directed not to communicate with HFC officers, directors or employees regarding any matter relating to this bid, other than bids@houstonfirst.com. HFC reserves the right to reject any bid due to violation of this provision.

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.

CONFLICT OF INTEREST. Bidders are required to disclose any existing affiliations or business relationship that might cause a conflict of interest with HFC. The disclosure form, if required, is available online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a bid, Bidders represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

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 by the Bidder 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 expense.

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.

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.**



Stacking Chair Rental

BID FORM

DUE DATE: 11:00 a.m. on **March 18, 2015** (“Submission Deadline”)

INSTRUCTIONS: Submit one (1) signed copy of the Bid Form by the Submission Deadline in a sealed envelope marked “Stacking Chair Rental”. To ensure compliance with the specifications, enclose two (2) photographic images of a sample chair, including a front and side profile.

SUBMIT TO: Lisa Hargrove, General Counsel, Houston First Corporation, Administration Office, 1001 Avenida de las Americas, Houston, Texas 77010. Bids submitted by email or fax will be rejected.

DESCRIPTION	
Rental – including delivery – of 16,000 stackable chairs in good condition, meeting or exceeding the foregoing specifications, to the George R. Brown Convention Center loading dock on July 21, 2015 and collected from same on July 30, 2015.	
	TOTAL BID: \$ _____

Contractor Name: _____

Address: _____

Contact Name: _____

Phone: _____

Email: _____

GHCVB member? (yes or no) _____

MWDBE/HUB Certified? (yes or no) _____

BID TERMS

- All goods must be F.O.B. destination
- Bid shall remain valid 45 days from the Submission Deadline
- Bid amount excludes sales tax (HFC is exempt)
- All costs are in U.S. Currency

EXECUTION OF OFFER

By signature hereon, the Bidder represents and warrants that submission of this Bid constitutes an offer to contract with Houston First Corporation on the terms and conditions set forth in the foregoing Invitation to Bid; and statements made by Bidder are true and correct and may be relied upon by Houston First Corporation.

Acknowledged and agreed to on behalf of Bidder:

By: _____

Printed Name: _____

Title: _____

Date: _____