



JANITORIAL CLEANING SERVICES BEST VALUE INVITATION TO BID

ISSUE DATE: July 29, 2022

DUE DATE: **2:00 P.M.** on **September 15, 2022** (“Submission Deadline”)

INSTRUCTIONS: Bidders are asked to submit seven (7) paper copies of their bid and one (1) electronic copy of their bid on a flash drive. Submittals must be delivered in a sealed box in person, via mail or courier. **On the outside of the sealed package, each Bidder must write the name of their company and a contact name** (include an email address and phone number for such person). All electronic files should include the name of the company as the first part of the file name. Diversity participation information provided by Bidder should be enclosed in a separately-sealed envelope (and in a separate folder on the flash drive) labelled “Diversity”. Submittals 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.

CONTACT INFO: Any questions concerning this Invitation to Bid must be submitted by email to bids@houstonfirst.com no later than **10:00 a.m.** on **September 1, 2022**. Materials questions will be answered collectively in one or more Letter(s) of Clarification to be made available at www.houstonfirst.com/do-business. Potential bidders are advised that questions received may be edited or combined with similar questions for clarity, at the discretion of HFC.

BID OPENING: Bids will be opened and publicly announced at 2:00 p.m. on **October 5, 2022** at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

OVERVIEW AND SCOPE

Houston First Corporation (“HFC”) requests bids from experienced janitorial service contractors (each a “Bidder” and, collectively “Bidders”) to provide office and event cleaning services throughout its facilities. The Bidder selected is to provide labor, supervision, uniforms, and other materials (save and except cleaning supplies and radios) necessary to effectively achieve high-quality janitorial cleaning services.

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.

PRE-BID MEETING

A Pre-Bid Meeting will be held for the benefit of all prospective Bidders by video teleconference call at **10:00 a.m.** on **August 16, 2022**. Bidders who expect to attend must register in advance by clicking [here](#); further instructions for joining the meeting will be sent to each registrant. The possibility of in-person site tours will be discussed during the Pre-Bid Meeting. While attendance is not mandatory, all interested Bidders are encouraged to attend.

INTERVIEWS

Bidders will be interviewed prior to final selection on dates selected by HFC between **September 26-October 5, 2022**. Bidders should invite all appropriate executive management to the interview, including, but not limited to, their proposed project manager. Such interviews will be conducted at no cost to HFC.

BID FORMAT

Although HFC prefers substance over form, to be considered responsive, Bidders are asked to review the following criteria/information requests and respond, in order, to the best of their ability:

- a. **Cover Letter:** Write a letter communicating why the Bidder should be selected to perform janitorial cleaning services on behalf of HFC. The letter must be signed by a person authorized to make representations on behalf of the Bidder and include a direct phone number and email address. Bidders must make a specific, unambiguous statement accepting and agreeing to comply, if selected, with the Janitorial Cleaning Services Agreement provided below.
- b. **Company Profile:** Provide a brief profile of the Bidder, noting its history, structure, strengths, and ability to meet the needs of its clients. Provide three current references for services at comparable facilities; include a contact name, phone number, and email address for each such reference. (Do not use HFC or the City of Houston as a reference.) Bidders must disclose if they have, within the past five years, (i) been party to a service contract terminated for cause, or (ii) received material, adverse findings from any governmental authority having regulatory oversight of services similar to those required under this Invitation to Bid.
- c. **Management Strategy:** Describe the Bidder's approach to the Scope of Services, including Bidder's methods and abilities related to scheduling, and how it will effectively perform both routine and event cleaning. Introduce the project manager and any other essential personnel and summarize their qualifications. Clearly and unambiguously identify all services to be subcontracted.

- d. **Pricing:** Bidders must provide pricing for the services using the Pricing Form available online at www.houstonfirst.com/do-business. No change in price will be considered after bids have been submitted.
- e. **Diversity Commitment:** Bidders should indicate how they intend to make good faith efforts to utilize diverse companies to meet the Diversity Goal for these services.

While there is no page limit, Bidders are asked to avoid excessive graphics, title pages, or other extraneous information in their Bid.

MANNER OF SELECTION

HFC intends to award the contract to the Bidder offering the **best value** to HFC, as measured by HFC utilizing the following evaluation criteria, for a maximum total score of 100 points: Cover Letter (10 points); Company Profile (25 points); Management Strategy (25 points); Proposed Pricing (30 points); and Diversity Commitment (10 points).

HFC reserves the right to select or reject all or part of any bid, waive minor technicalities, and select one or more bids in the manner and to the extent that they are deemed to serve the best interests of HFC. This Invitation to Bid does not commit HFC to award a contract or issue a purchase order. HFC shall not pay or reimburse any costs incurred in the preparation of a bid, or any other response to or participation in this Invitation to Bid, such as in-person interviews. HFC reserves the right to request bid clarifications and/or additional information from some or all Bidders.

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 submittal. 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.

DIVERSITY PARTICIPATION

The Bidder selected will be required to use good-faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the [HFC Diversity Program](#). HFC has established the following goal for these services: **33%** of the total value of the Agreement. Bidders should note if they are certified as a diversity participant in their submittal; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants. Diversity participation information provided by Bidders should be delivered with the bid in a **separately-sealed envelope** labelled "**Diversity**".

FORM OF AGREEMENT

By submitting a response to this Invitation to Bid, Bidder agrees, upon notice of selection, to promptly enter into the Janitorial Cleaning Services Agreement provided below. Any requests for clarification or modification to the terms of such agreement must be timely submitted by email to bids@houstonfirst.com, and responses to material questions and issues will be included in a Letter of Clarification. Bidders are advised that additional or conflicting terms, alternative pricing bids, pre-printed forms, or other objections submitted by a Bidder with their bid shall be disregarded and may result in a bid being deemed, in HFC's discretion, as non-responsive.

RESTRICTIONS ON COMMUNICATIONS

Throughout the selection process, commencing with the Issue Date, 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 Invitation to Bid, other than through bids@houstonfirst.com, during the Pre-Bid Meeting, or in response to a direct inquiry from the HFC Purchasing Agent or General Counsel Department. Bidders who disregard this Restrictions on Communications provision do so at their peril, as **HFC shall have the right to reject any bid due to 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). Those 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. HFC requires that all Bidders be familiar with and abide by the Code of Conduct for Vendors.

PROTEST PROCEDURES

Any protest relating to the form, terms and conditions, selection criteria, specifications, exhibits, or any other material bid 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 recommended by the selection committee, 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 Invitation to Bid 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 Invitation to Bid; (c) Material grounds for the protest, including the provisions of the Invitation to Bid 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 protesting party 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.

INVITATION TO 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 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 prior to the Submission Deadline.

FREQUENTLY ASKED QUESTIONS

For the convenience of potential Bidders, HFC has elected to include the following frequently-asked-questions and answers:

Question 1: Who is responsible for supplying the janitorial cleaning supplies?

Answer: HFC will provide janitorial cleaning supplies and radios.

Question 2: What are you looking for in a management team?

Answer: HFC desires that bidders present a forward-thinking management team (inclusive of subcontractors) able to provide unique and fresh ideas for janitorial cleaning services.

Question 3: How many employees are needed to perform the services?

Answer: The contractor is responsible for engaging personnel in sufficient quantity to ensure that the janitorial cleaning services are provided in a safe, professional and efficient manner. Although needs will vary depending on the schedule of events and time of year, HFC estimates in good faith that the following full-time personnel (in addition to a Project Manager and an Assistant Project Manager) will be necessary: 115 Housekeepers; 6 Day/Night Porters; 20 Custodial Supervisors; 2 Floor Technicians; 9 Floor Supervisors; and 8 Customer Service Representatives.

Question 4: Is the number of full-time employees fixed, or may it be altered based on contractor's plan?

Answer: Yes, this number is flexible, upon approval from HFC.

Question 5: Who will pay the Project Manager's salary?

Answer: The contractor.

Question 6: How is the award process conducted?

Answer: A selection committee will evaluate all bids based on the criteria listed under "Manner of Selection" in the ITB. Interviews will be conducted with all bidders. HFC's Board of Directors will approve the final agreement.

Question 7: Can we talk about uniform design and pricing during the interviews?

Answer: Bidders may, but are not required to, discuss uniform options. The uniforms at each location will be different, but the overall look and color will not change. Pricing is not an appropriate topic during the interviews.

Question 8: How long is the oral presentation and how many decision makers will be present?

Answer: Approximately one hour. The selection committee will be present as well as representatives from HFC's staff.

Question 9: Do we have to provide for uniform cleaning?

Answer: The contractor must provide uniform cleaning at its own expense. The cleaning method must be pre-approved by HFC to ensure clean uniforms are available for employees every day.

Question 10: Will forklift operators be necessary?

Answer: Yes. Contractor personnel must be trained specifically for any equipment being operated and recertified as necessary.

Question 11: Is a bid bond required?

Answer: No.

JANITORIAL CLEANING SERVICES AGREEMENT

This Janitorial Cleaning Services Agreement (“Agreement”) is made by and between Houston First Corporation (“HFC”), a Texas local government corporation whose address is 701 Avenida de las Americas, Ste. 200, Houston, Texas 77010, and [TBD] (“Contractor”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

As used in this Agreement, the following terms shall have the meanings assigned below:

“**Avenida Houston**” means the outdoor plaza, featuring a pedestrian promenade and event space, located in front of the George R. Brown Convention Center.

“**Cleaning Supplies**” means cleaning powders, cleaning liquids, waxes, towels, tissue, toilet paper, poly liners, garbage bags, bar soaps, liquid soap, gloves, brushes, squeegees, brooms, mops, buffers, shampooers, scrubbers, buckets, sponges, and other, similar single or multi-use items deemed necessary by HFC to perform the Services.

“**Custodial Supervisor**” means an individual assigned by Contractor to ensure high-quality performance of Services; direct staff to assigned locations and monitor lunch breaks; implement and monitor security procedures for personnel and comply with security procedures established by HFC; ensure that all personnel are well-groomed, wear proper uniforms, and act in a courteous, professional manner at all times in the Facilities; ensure that personnel comply with HFC policies and procedures; and enforce recycling procedures and environmental guidelines.

“**Customer Service Representative**” means an individual directed by Contractor to supervise Custodial Supervisors and Housekeepers, ensuring proper clock-in and clock-out procedures for all personnel; implement staff schedules, verify timekeeping, communicate with temporary labor services; accounting for personnel on duty within five minutes prior to start time when requested by HFC; attending Facility staff meeting held by HFC; and being present at each Facility during events to ensure Contractor personnel perform Services timely and in strict accordance with Agreement standards and best industry practices.

“**Day/Night Porter**” means an individual responsible for cleaning and maintenance of restrooms and office kitchen areas; replenishment of paper towels, toilet paper, dispensers, soap, hand sanitizer.; removing litter from common areas of the Facilities, including lobbies, elevator cabs and stairwells; dusting, sweeping, mopping and cleaning-up spills; emptying, wiping down, and relining trash and recycling bins; and other tasks as assigned by Contractor.

“**Facility**” (and collectively, “**Facilities**”) means the George R. Brown Convention Center; Gus. S. Wortham Theater Center; Jesse H. Jones Hall for the Performing Arts; Miller Outdoor Theatre; Partnership Tower; S. Jensen Theater; Outdoor Properties; Miscellaneous Properties; and such other buildings and properties as HFC may designate during the Term in the manner provided in this Agreement.

“**Floor Supervisor**” means an individual assigned to supervise Housekeepers, Customer Service Representatives and other personnel, as directed by Contractor, who is responsible for event set, reset, removal and storage (including stages, tables and chairs per diagrams); ensuring that all set-up and cleaning work meets Agreement and other event-specific requirements (e.g., reading and explaining floor plans to cleaning personnel), as well as ensuring safe and effective use of Cleaning Supplies, equipment

and deployment of personnel. Floor Supervisors must be forklift certified, able to safely operate lifts, pallet jacks, and similar motorized equipment, except at Wortham Theater and Jones Hall.

“Floor Technician” means an individual skilled in all types and aspects of floor care and cleaning, including polishing terrazzo floors and shampooing/spot cleaning carpeted surfaces throughout the Facilities, including floors, stages, platforms, steps, seating, and cloth chairs.

“George R. Brown Convention Center” or **“GRBCC”** means the convention and meeting facility located at 1001 Avenida de las Americas, Houston, Texas 77010. For purposes of this definition, the term includes Avenida Houston.

“Gus S. Wortham Theater Center” or **“Wortham Theater”** means the performing arts venue located at 501 Texas Ave., Houston, Texas 77002. For purposes of this definitions, the term includes Ray C. Fish Plaza.

“HFC General Manager” means the individual designated by HFC to serve as general manager of one or more Facilities to oversee day-to-day operations.

“Housekeeper” means an individual trained and assigned by Contractor to perform cleaning tasks, equipment setup, recycling, and disinfection of surfaces.

“Jesse H. Jones Hall for the Performing Arts” or **“Jones Hall”** means the performing arts venue located at 615 Louisiana St., Houston, Texas 77002. For purposes of this definitions, the term includes Lynn Wyatt Square for the Performing Arts.

“Lynn Wyatt Square for the Performing Arts” means the landscaped city block and venue, formerly known as Jones Plaza, bounded by Louisiana St., Capitol St., Smith St., and Texas Ave. under redevelopment (as of the Effective Date) to include greenspace, fountains, restaurants, performance space, and other amenities.

“Miller Outdoor Theatre” means the outdoor performing arts venue located in Hermann Park, having a street address of 6000 Hermann Park. Dr., Houston, Texas 77030.

“Miscellaneous Properties” means the Albert Thomas Office at Bayou Place; the heritage oak tree located at the corner of Bagby St. and Capitol St.; artworks and monuments known, respectively, as Wings Over Water, the Seven Wonders, the George Bush Monument, The James A. Baker III Monument, Secretary of State Mosbacher columns; Sweeney Clock Triangle; and the decorative fountains in downtown Houston known as Manhole (Preston St. and Louisiana St.); Flower Wall (Prairie St. and Travis St.); Market Square Tabletops (Qty. 2); East and West Congress Ave. at Main St.; East and West Preston St. at Main St.; Flooding Bayou (1100 Preston St.); Caroline St. and Preston St.; and Baseball (Preston St. and Crawford St.).

“Outdoor Properties” means Lynn Wyatt Square for the Performing Arts, Ray C. Fish Plaza, and Root Memorial Square.

“Partnership Tower” means the 10-story office tower located at 701 Avenida de las Americas, Houston, Texas 77010.

“**Ray C. Fish Plaza**” means the outdoor plaza and greenspace in front of Wortham Theater Center on Texas Ave. in downtown Houston.

“**Root Memorial Square**” means the landscaped city block and venue bounded by Clay, Bell, Austin and La Branch streets.

“**S. Jensen Theater**” means the performing arts theater located at 333 S. Jensen Dr., Houston, Texas 77003, commonly known as Talento Bilingue de Houston.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Services. Contractor shall provide all labor, supervision, management, administrative and support services, uniforms, cell phones, and other services and materials of any kind or type (save and except Cleaning Supplies and radios) necessary to provide comprehensive janitorial cleaning services during the Term throughout the Facilities in strict accordance with the terms and conditions of this Agreement, including the Scope of Services attached hereto as **Exhibit “A”** and made a part hereof for all purposes (collectively, the “Services”).

2.2 Standard of Care. Contractor represents and warrants to HFC that the Services shall be performed in compliance with applicable federal, state, and local laws, statutes, ordinances, rules, regulations and lawful orders of public authorities, as may be amended from time to time, and in a good and workmanlike order meeting the standards of quality prevailing in Harris County, Texas for services of this kind. Without limiting the foregoing or the liability of Contractor under the insurance and indemnification provisions set forth herein, Contractor represents and warrants that it shall abide by (a) the Texas Water Code, (b) the City of Houston Code of Ordinances, Chapter 47 provisions concerning discharges not composed entirely of storm waters, and (c) the Cosmetic Water Wash Guidelines issued by the Director of Public Works and Engineering of the City of Houston, as each may be amended from time to time.

2.3 Licenses. Contractor shall obtain, maintain, and pay, at its sole cost and expense, for any licenses, permits or certifications necessary to perform the Services, including, but not limited to, any trade or professional licenses required by any statute, ordinance, rule, or regulation.

2.4 Supervision. Contractor shall supervise and direct the Services, using Contractor’s best skill and attention. Contractor shall be solely responsible for, and have control over, means, methods, techniques, sequences and procedures for coordinating all portions of the Services under the Agreement, except the limited extent that other, specific instructions concerning such matters are set forth in this Agreement or Scope of Services. Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons carrying out the Services. Contractor shall perform all Services using trained and skilled persons having substantial experience performing the work required under the Agreement. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

2.5 Safety. Contractor represents and warrants that the Services shall be performed in accordance with applicable safety rules and regulations, including but not limited to OSHA standards and directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and operating other, similar equipment. Contractor acknowledges that this Agreement requires Services to be performed in a variety of weather conditions, with exposure to outdoor elements, and that the Services shall be performed by Contractor regardless of elevation. Contractor shall ensure that its employees, agents, contractors and subcontractors use personal protective equipment, safety harnesses, fall protection equipment, and other equipment in the manner and to the extent required to perform the Services safely. In addition to and

without limiting the foregoing, Contractor shall ensure that all supervisory personnel obtain General Industry OSHA 10 certification and managerial personnel obtain General Industry OSHA 30 certification.

2.6 Actions of Personnel. Contractor shall be responsible for all aspects of Services performed by its employees, agents, licensees, invitees, and contractors of any tier, including accuracy, quality of performance, service standards, timeliness, and compliance with applicable law. Contractor shall be liable to HFC for the negligent and intentional acts and omissions of Contractor's employees, agents, contractors, subcontractors, and other persons or entities performing portions of the Services for or on behalf of Contractor, including, but not limited to, damage to any equipment, Facility walls, doors, ceilings, elevators, escalators, lifts, and other property of any kind or type. Contractor shall, at its sole cost and expense, promptly remedy such damages and restore any property or fixtures thereby affected to the condition existing prior to such damage, to the satisfaction of HFC.

2.7 Correction of Services. If any Services performed by Contractor, including its contractor of any tier, do not meet the standards of this Agreement, as determined by HFC in its reasonable discretion, then Contractor shall correct or modify the Services promptly upon demand from, and at no additional cost to, HFC. If Contractor fails to perform or performs any Service contrary to applicable laws, statutes, ordinances, rules and regulations, and/or lawful orders of public authorities, then Contractor shall be liable for such violation and shall bear the costs attributable to correction.

2.8 Field Inspection. Execution of the Agreement by Contractor is a representation to HFC that Contractor has visited and inspected each Facility, become familiar with the conditions under which the Services are to be performed, and correlated personal observations with the requirements of the Agreement.

2.9 Conflicts of Interest. Contractor shall not take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of HFC property or information. Contractor represents that it is not a party to any outstanding agreement creating or appearing to create a conflict of interest with regard to the Services hereunder or that would preclude Contractor from complying with this Agreement; Contractor shall not enter into any such conflicting agreement during the Term unless prior approved by HFC in its reasonable discretion.

2.10 Phase-in Services. Contractor represents and warrants to HFC that is shall be prepared in all respects to accomplish a smooth and successful transition of the Services prior to the commencement of the Term. During the phase-in period, which shall begin on the Effective Date, Contractor shall arrange to have necessary supervisory, technical, and other personnel on-site to observe the operation of the incumbent contractor's operations and maintenance services. Contractor may use this phase-in period to recruit and transfer personnel, train personnel, arrange for badging, establish management procedures, set up records, ensure adequate equipment is in place for operations (including fixtures and furnishing in the Premises), and otherwise prepare for the assumption of control without disruption of operations.

2.11 Phase-out Services. Contractor recognizes that the Services provided under this Agreement are crucial to operation of the Facilities; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement, a successor contractor may continue these services; that such contractor shall need phase-in orientation training; and that Contractor shall cooperate in order to affect an orderly and efficient transition of service providers. Accordingly, Contractor agrees to and shall provide phase-out services (including, by way of example and not limitation, a detailed review of operations and procedures, record keeping, reports, and all other pertinent aspects of the Services in order to affect an orderly and efficient transition) for up to 90 calendar days prior to the expiration of this Agreement for any successor contractor at no charge to HFC or such successor contractor. Contractor

agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

ARTICLE 3: TERM AND PAYMENT

3.1 Term. The Term of this Agreement shall begin on **January 1, 2023** and end on **December 31, 2027** (the “Term”), unless sooner terminated according to the terms of this Agreement. HFC may, in its sole discretion, extend the Term by up to an additional six calendar months, on the same terms and conditions, by notifying Contractor in writing of such extension prior to the expiration of the Term.

3.2 Payment. Subject to all terms and conditions of this Agreement, HFC agrees to pay Contractor for Services actually performed based on the hourly rates for Services set forth in the table below, which Contractor represents to be inclusive of all amounts due and payable by HFC for the Services (including, by way of example and not limitation, wages and benefits to personnel, administrative support, overhead, training, phones, and uniforms): **[TBD]**

3.3 Minimum Payment to Personnel. Contractor shall ensure that the minimum hourly wage paid to Contractor’s personnel, including contractors of any tier, for the performance of Services under this Agreement are as follows: (a) Housekeepers and Day/Night Porters, \$15.00; (b) Custodial Supervisors, \$16.00; (c) Floor Technicians, \$16.48, (d) Floor Supervisors, \$17.44 and (d) Customer Services Representatives \$18.00. If, during the Term of this Agreement, one or more of such minimum hourly wages paid to Contractor’s personnel are exceeded by either an applicable increase to the federal minimum wage or an Ordinance, executive order, or contractually-obligated change by the City of Houston, then Contractor shall submit a written request to HFC for a corresponding increase of employee hourly rates payable under this Agreement for consideration by HFC, accompanied by all relevant supporting documentation. If the request is approved, then HFC will issue an amendment to this Agreement reflecting the agreed changes.

3.4 Biometric Timekeeping. Contractor represents and warrants that it shall, at its sole cost and expense, use and maintain a biometric timekeeping system prior-approved by HFC to record and document the actual hours worked of all personnel for which HFC is to be charged under the Agreement, regardless of whether such individuals are paid hourly or salaried by Contractor. Contractor acknowledges and agrees that, should Contractor fail to record and document actual hours worked by its personnel using such biometric timekeeping system for any reason, HFC shall have no obligation to, and shall not, pay any amount to Contractor for such unrecorded hours.

3.5 Invoice Requirements. Contractor will be paid on the basis of, and in response to, separate monthly invoices submitted by Contractor to each HFC General Manager, subject to their individual review and approval. Each such invoice shall (a) be Facility-specific (except to the extent HFC directs the Contractor to combine Facilities); (b) detail all Services performed; (c) itemize each position, actual labor hours expended and the correct hourly Labor Rate payable by HFC; (d) itemize any provide supporting documentation for any reimbursable expenses allowed under this Agreement; and (e) include such other detail as HFC may require. Invoices shall be submitted electronically by the eight (8th) calendar day of the month following each month in which services are performed. HFC shall make payment to Contractor within 30 calendar days of receipt and approval by HFC of such invoices.

3.6 Invoice Disputes. If any items in any invoice submitted by Contractor are 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 an invoice for the disputed item only.

3.7 Taxes. HFC is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to HFC must not contain assessments of any of these taxes. HFC will furnish an exemption certificate and federal tax identification number to Contractor if requested.

3.8 Reimbursable Expenses. Except to the limited extent allowed under this Agreement for drug testing and background checks, Contractor acknowledges and agrees that there are and shall be no reimbursable expenses of any kind or type under this Agreement.

3.9 No Guaranteed Minimums. Contractor acknowledges and agrees that HFC has not and shall not represent a guaranteed minimum payment, profit, or quantity/frequency of Services. Estimated quantities specified in this Agreement, including the Scope of Services, are not a guarantee of actual quantities, as frequencies and Service requirements will vary throughout the Term based on Facility events and actual needs, as determined by HFC in its sole discretion. HFC shall not be held liable for contractual agreements/obligations or damages incurred by Contractor relating to such quantities/frequencies in any manner or to any extent.

3.10 Payment of Employees and Subcontractors. Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees and contractors of any tier. Contractor is solely responsible for payroll and shall make all necessary deductions, and pay all overtime, taxes, benefits and insurance in accordance with applicable Federal, State and local laws. Overtime shall not be payable to Contractor by HFC unless a specific request from Contractor is approved in advance and in writing by HFC. Failure of Contractor to pay its employees or contractors of any tier as required by law shall constitute a material default under this Agreement for which Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement. Contractor shall scrutinize for validity and accuracy all invoices received from its contractors of any tier for any item or service made reimbursable under this Agreement.

ARTICLE 4: INSURANCE AND BOND REQUIREMENTS

4.1 Insurance Requirements. With no intent to limit Contractor's liability under the indemnification provisions hereof, Contractor shall provide and maintain, and shall require its contractors and subcontractors to maintain, for the full duration of the Term, including any extension thereof, at least the following insurance and available limits of liability:

- a. Commercial General Liability, including broad form coverage, contractual liability, bodily injury/death, and property damage in amounts not less than \$2,000,000 each occurrence and \$5,000,000 aggregate;
- b. Automobile Liability, with a combined single limit of \$1,000,000 per occurrence;

- c. Workers' Compensation with statutory limits (Contractor shall not self-insure for Workers' Compensation); and
- d. Employer's Liability, with limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee.

4.2 Additional Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must include an additional insured endorsement in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement.

4.3 Waiver of Subrogation. Each policy must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation in favor of HFC and the City of Houston on the original policy and all renewals or replacements during the term of this Agreement.

4.4 Rating. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or shall be an eligible non-admitted insurer in the State of Texas and have an A.M. Best's rating of at least A- with a financial size category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

4.5 Premiums and Deductibles. Contractor shall be solely responsible for payment of all insurance premiums hereunder. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against HFC, its officers or employees.

4.6 Primary Insurance. Each policy hereunder, except Workers' Compensation, shall be primary and noncontributory to any other policies of insurance which may be available to HFC with respect to claims arising in connection with this Agreement.

4.7 Certificates of Insurance. Contractor shall deliver a certificate of insurance evidencing all of the policies, endorsements and requirements set forth in the Agreement within 10 calendar days of the Effective Date and annually thereafter. Neither the issuance of any insurance policy required under this Agreement nor the minimum limits specified herein shall be deemed to limit or restrict in any manner that liability of Contractor under or out of this Agreement and Contractor shall be liable for any loss, damage or liability suffered or incurred by HFC as the result of the failure of Contractor to maintain or cause to be maintained the types or amounts of insurance required to be maintained under this Agreement.

4.8 Performance Bond. Contractor shall provide a statutory performance bond for \$1,000,000.00 on a form approved by HFC covering faithful performance of the services arising under the Agreement. The bond that is given or tendered to HFC must be executed by a surety company that is authorized and admitted to write surety bonds in the State of Texas and accompanied by power of attorney stating that the attorney in fact executing such bond has requisite authority to execute such Bond. Contractor shall deliver the initial bond required to HFC prior to the first date of the Term and annually thereafter.

4.9 Subcontractor Insurance. Contractor shall ensure that its contractors of any tier provide insurance of the types and amounts commensurate with the foregoing requirements, except that Commercial General Liability limits of \$2,000,000 per occurrence with a \$2,000,000 and Automobile Liability limits of \$1,000,000 per occurrence.

ARTICLE 5: LIMITATION OF LIABILITY

5.1 Release. CONTRACTOR AGREES TO AND SHALL RELEASE HFC, 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 BY CONTRACTOR UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED IN PART BY THE NEGLIGENCE OF HFC CONCURRENTLY WITH CONTRACTOR.

5.2 Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) (COLLECTIVELY, "CLAIMS") FOR INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS CAUSED BY OR RELATING TO CONTRACTOR AND/OR ITS ANY IF ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "CONTRACTOR'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE (EXCLUDING CLAIMS FINALLY ADJUDICATED TO HAVE BEEN CAUSED BY THE SOLE OR GROSS NEGLIGENCE OF INDEMNITEES); AND ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS 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.

5.3 Limitation of Liability. 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.

5.4 Notice of Claims. If HFC or Contractor receive notice of any claim or circumstances that could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-calendar day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

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

5.6 Continued Participation. 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 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; require the Indemnitees to pay amounts that Contractor does not fund in full; or does 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.

ARTICLE 6: DEFAULT AND TERMINATION

6.1 Default. Contractor shall be deemed to be in default under this Agreement due to the occurrence of any of the following events: (a) Contractor fails to perform or observe any term, condition or requirement under this Agreement; (b) Contractor, or any employee, agent, contractor, or subcontractor of Contractor, violates applicable law in connection with the performance of the Services; (c) Contractor becomes insolvent; (d) All or substantial part of Contractor's assets are assigned for the benefit of its creditors; (e) A receiver or trustee is appointed for Contractor; or (f) Contractor assigns or attempts to assign this Agreement without the prior written consent of HFC.

6.2 Remedies. If default by Contractor occurs, then HFC shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, HFC shall have the right, but not the obligation, to cure or cause to be cured on behalf of Contractor any such default, and Contractor shall pay HFC on demand all costs and expenses incurred by HFC in effecting such cure, in addition to all actual damages, losses, costs or expenses incurred by HFC as a result of such default by Contractor.

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

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE SOLE AND EXCLUSIVE REMEDIES OF CONTRACTOR 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 AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION OF THIS AGREEMENT BY HFC FOR CONVENIENCE.

6.4 Termination by Contractor. Contractor may terminate this Agreement only if HFC defaults and fails to cure the default after receiving written notice thereof. Default by HFC occurs if HFC fails to perform

one or more of its material duties under this Agreement. If a default occurs and Contractor seeks to terminate the Agreement, then Contractor must deliver a written notice to HFC describing the default and proposed termination date. Such date must be at least 90 days after HFC receives notice. If HFC cures the default before the proposed termination date, then the proposed termination date is ineffective. If HFC does not cure the default before the proposed termination date, then Contractor may terminate this Agreement upon 30 days' notice to HFC and may seek any remedy available under applicable law, subject to the provisions and limitations of this Agreement.

6.5 Remedies Cumulative. The rights and remedies of HFC under this Agreement shall be cumulative. HFC shall have and may exercise all other rights and remedies not inconsistent herewith as provided under applicable law, or in equity. No exercise by HFC of one right or remedy shall be deemed an election, and no delay by HFC shall constitute a waiver, election or acquiescence to any default, breach, violation, or non-performance by Contractor.

Article 7. Contractor Offices

7.1 Premises License. HFC grants to Contractor a license to use and occupy a limited portion of one or more Facilities designated by HFC in its sole but reasonable discretion for office use and storage purposes (the "Premises"). Such Premises shall be used by Contractor exclusively for the purposes of the provision of the Services, including storage of equipment and supplies. Contractor represents and warrants to HFC that equipment and supplies stored in the Premises shall be for the exclusive benefit of HFC in the performance of the Services by Contractor.

7.2 Disclaimer of Warranties. HFC makes no warranty or representation to Contractor of any kind, express or implied, regarding the suitability of the Premises, or any portion of the Facilities, as built, for any aspect of Contractor's use or expected use of the Premises. The Premises is offered by HFC and accepted by Contractor in its current condition, on an "AS IS" basis. Commencement of the use of the Premises shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

7.3 Surrender of Premises. At the end of the Term, Contractor shall vacate and surrender the Premises to HFC in the same condition found before the commencement of the Term, excepting minor damage due to ordinary wear and tear. Should Contractor fail to vacate and surrender the Premises in such manner, then HFC may enter the Premises, remove and store all property therein at the sole expense of Contractor and dispose of same if, after the expiration of 30 calendar days, Contractor has failed to remove the property from the possession of HFC.

7.4 Personal Property and Services. Subject to prior approval from HFC, Contractor shall arrange for, at its sole cost and expense, any furniture, furnishings, and any other equipment and supplies necessary to ensure the orderly performance of the Services; provided, however, that Contractor shall be obliged to order and pay for, as may be applicable, any exclusive in-house services that Contractor may require, whether offered currently or subsequent to the Effective Date, including, by way of example and not limitation, telecommunications and food-and-beverage services. Additionally, Contractor acknowledges that HFC has or may have contractual sponsorship obligations requiring exclusivity with respect to certain products or brands and Contractor shall not take any action that might in any manner or to any extent conflict with or challenge such commitments or obligations to such sponsors, as determined by HFC.

7.5 Fixtures. At Contractor's sole cost and expense, Contractor may construct or install fixtures or permanent improvements in the Facility, including the Premises; provided, however, that all such fixtures

and improvements shall have the prior written approval of HFC and shall in all respects conform to and comply with all applicable statutes and ordinances. Title to all such fixtures and improvements shall vest in HFC upon the termination or expiration of this Agreement and shall not be removed by Contractor.

7.6 Shared Use. Contractor acknowledges that, in order for the Facilities to be operated as efficiently as practicable, it may be necessary to schedule or share certain services and equipment including, but not limited to, entrances, exits, ramps, loading docks, receiving areas, marshaling areas, freight elevators, and parking areas. Contractor agrees to work cooperatively with other contractors and users of the Facilities; in the event of a conflict, HFC shall have final authority to establish the reasonable schedules for the use and availability of such services and equipment and to determine when, and the extent to which, the sharing of any such services and equipment is necessary or desirable.

7.7 Relocation. HFC may elect to modify the Premises or relocate Contractor from the Premises to another space that is owned, operated or controlled by HFC, without the consent of Contractor, by giving Contractor at least 30 calendar days' prior notice. Such relocation notice shall specify the effective date of the relocation from the Premises Contractor is then occupying and the space to which Contractor is being relocated, and Contractor shall surrender the Premises Contractor is then occupying in accordance with the provisions of this Section on or before the stated effective date. In accomplishing such relocation, HFC and Contractor shall reasonably cooperate with one another, and consult with one another in good faith, so as to reduce or limit, insofar as reasonably practical, the effects of the necessary disturbance or disruption of the Services.

7.8 Office Space Rules and Regulations. Contractor shall abide by the Office Space Rules and Regulations attached hereto as **Exhibit "B"** and made a part hereof by this reference. HFC, in its sole discretion, shall have the right to establish additional, equitable rules and regulations applicable to all office space occupants and to adopt amendments to the same from time to time for the proper and efficient operation and/or maintenance of common areas of the Facilities, or any portion thereof.

ARTICLE 8: REQUIRED PROVISIONS

8.1 Diversity Program. Contractor shall make good faith efforts to award subcontracts equal to **thirty-three percent (33%)** of the value of this Agreement to certified, diverse suppliers of good and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Contractor shall disclose to HFC the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC with each invoice, or as directed by HFC.

8.2 Additions and Deletions. HFC, by means of a written directive to Contractor, may add or delete Facilities or services to or from this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. Written notification of the added or deleted Facilities, items or services shall take effect upon Contractor's receipt of such notice or on such other day as specified therein. Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date such notice is received by Contractor. Charges for additions shall be provided at the same cost as existing Services under the Agreement or, in the absence thereof, at a reasonable price agreed upon in advance by HFC and Contractor.

8.3 Task Orders. At any time during the Agreement, HFC may issue a written task order to Contractor, in a form approved by the HFC General Counsel, to perform specific projects or ancillary services HFC deems necessary to accomplish the general purposes of this Agreement (each a "Task Order" and

collectively “Task Orders”). Each Task Order shall require an authorized signature from both parties and include, as applicable, the following information: (a) A description of the project or services; the date of issuance; a lump-sum or a not-to-exceed amount based on hourly rates; (b) any expenses; (c) a 10-20% retainage; (d) any subcontractors; (e) period of performance/project milestones; (f) a description of the services or tasks to be performed; and (g) any deliverables. Contractor agrees to and shall complete each Task Order in accordance the scope thereof, subject to the terms, conditions and restrictions of this Agreement.

8.4 Drug Testing. It is the policy of HFC to achieve a drug-free workforce and workplace; Contractor shall comply with this policy and shall subject its employees to drug testing if there is a reasonable suspicion that the employees may be abusing drugs or alcohol while working in a Facility. Prior to their employment by Contractor, all personnel performing Services under this Agreement on a routine basis shall be drug tested by Contractor. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted by Contractor. Any employee or applicant testing positive for drugs or alcohol shall not be permitted to perform Services for HFC under this Agreement. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractor, including its employees, agents and subcontractors, is prohibited at the Facilities. Reasonable costs of drug testing required and prior-approved in writing by HFC, and incurred by Contractor, will be reimbursed at cost.

8.5 Background Checks. Contractor shall conduct national and local background checks on its personnel, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of dismissals and reasons, if any, and level of education. Background checks shall be conducted in accordance with EEOC regulations, as may be amended from time to time. Upon request by HFC, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Term and at any other time deemed necessary by HFC throughout the Term. Contractor may be required by HFC to conduct additional background checks for special events. Reasonable costs of background checks required and prior-approved in writing by HFC, and incurred by Contractor, will be reimbursed at cost.

8.6 Environmental Laws. Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (“Environmental Laws”). Contractor shall promptly reimburse HFC for any fines or penalties levied against HFC because of Contractor’s failure to comply with Environmental Laws. Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Facilities except in strict compliance with the Environmental Laws. “Hazardous Materials” means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable Federal, State, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease lubricants or any ignitable or hazardous liquids, materials, or substances in the storm sewer system or sanitary sewer system or elsewhere on HFC property in violation of the Environmental Laws. Contractor shall provide a Safety Data Sheet for each and every Hazardous Material used in performance of the work on HFC property as required under the Environmental Laws and maintain an accurate and routinely-updated Safety Data Sheet binder in each Premises.

8.7 Sponsorship and Advertising. Contractor shall not display or permit to be displayed any advertisement or sponsor information at the Facilities without prior written approval from HFC. The term “sponsor information” includes any third-party name, logo, brand, symbol, motto, trademark, service mark, or any

other indicia of service, product and/or corporate identification. Contractor shall not enter into any advertising or sponsorship agreements in connection with this Agreement or otherwise related to the Facilities, including but not limited to sponsoring or supporting an event, HFC licensee, or Facility user for consideration or name/brand promotion without prior written consent of HFC, as determined by HFC in its sole discretion. Contractor shall not display or use the name, logo, trademark or service mark of HFC in any manner without prior written permission from HFC. This Agreement shall not be construed to restrict or otherwise affect the right of HFC to use third party services (including but not limited to competitors of Contractor) or enter into agreements relating to advertising or sponsorship in any manner.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Record Inspections and Audits. HFC shall have the right to examine and review all books, records and billing documents held by Contractor, including its subcontractors and agents, which relate to performance of Services or payment under this Agreement at any time. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement expires or terminates. Contractor shall maintain all such books, records and billing documents in accordance with generally accepted accounting principles. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations. Any discrepancies identified in connection with any such audit shall be corrected by the Contractor within 30 calendar days, and Contractor shall provide HFC a written explanation for each discrepancy, remit any amounts owed to HFC, and take corrective action within such time.

9.2 Confidentiality. Contractor agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Contractor protects its own confidential information, but in any event with no less than a commercially reasonable standard of care. Contractor agrees that use of Confidential Information shall be limited to purposes necessary to fulfill its service obligations hereunder. Contractor shall not take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of Confidential Information. As used herein, the term “Confidential Information” shall mean any information relating to the business, operations, plans, accounts, clients, leases, licenses, finances, or assets of HFC (whether oral or written, and whether in electronic or other form) disclosed to Contractor or learned or developed by Contractor in connection with the performance of the Services. Contractor shall not assert, and hereby irrevocably waives, any right to confidentiality or proprietary interest with regard to any content of this Agreement that includes information provided in whole or in part by Contractor, including, by way of example and not limitation, this Agreement.

9.3 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, hurricanes, tornadoes, explosions, war, terrorism, and the acts of a superior governmental or military authority. The term Force Majeure does not include strikes, slowdowns or other labor disputes; changes in general economic conditions, such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the notice describing the actual delay or non-performance incurred within 20 calendar days after the Force Majeure ceases. An occurrence of Force Majeure shall not extend the Term. Without limiting the foregoing, HFC further reserves the right, due to an occurrence of Force Majeure or other cause beyond the control of HFC, to suspend performance by Contractor at one or more Facilities for such period of time as HFC may

determine in its sole discretion, and Contractor acknowledges and agrees that the fees for Services or other payments of any kind or type shall abate for the duration of such period. **CONTRACTOR AGREES TO AND SHALL WAIVE ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSS OR OTHER DAMAGES RESULTING FROM SUSPENSION OF SERVICES OR TERMINATION OF THIS AGREEMENT DUE TO FORCE MAJEURE, EXCEPT FOR AMOUNTS DUE HEREUNDER UP TO THE TIME SERVICES WERE SUSPENDED OR TERMINATED.**

9.4 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.

9.5 Independent Contractor Status. 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. Contractor's personnel are solely employees of Contractor, are not employees or agents of HFC, and are not entitled to any compensation, employment benefits, or other employee rights from HFC. Contractor has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. 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 are deemed and shall be construed as being independent contractors for all purposes.

9.6 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.

9.7 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.

9.8 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

9.9 No Liens or Encumbrances. Contractor shall keep the Facilities free and clear of all liens and encumbrances resulting from any action of Contractor or in connection with the Services.

9.10 Non-Exclusivity. Services under this Agreement are non-exclusive, and HFC reserves the right to contract, license, grant, or allow other third-parties persons and entities to perform similar or dissimilar services in its sole discretion without incurring any liability or obligation whatsoever to Contractor. Contractor acknowledges and agrees that HFC has not represented and cannot guarantee any minimum number of service hours or payment to Contractor or its personnel, including contractors of any tier.

9.11 Survival and Severability. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration of the Term or termination of

the Agreement. 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.

9.12 Assignment. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. HFC reserves the right to assign this Agreement in whole or in part, including any or all rights granted hereunder, at any time upon written notice to Contractor.

9.13 Entire Agreement. This Agreement, including the Exhibits attached hereto, represents the entire and integrated agreement between HFC and Contractor with regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between the Agreement and the Exhibits, this Agreement shall control and prevail. This Agreement may not be altered or amended except in a writing executed on behalf of HFC and Contractor.

[signature block to follow in final agreement]

**Exhibit “A”
Scope of Services**

Contractor shall provide all labor, supervision, management, administrative and support services, uniforms, cell phones, and other services and materials of any kind or type (save and except Cleaning Supplies and radios) necessary to provide comprehensive janitorial cleaning services during the Term throughout the Facilities in strict accordance with the terms and conditions of this Agreement, including the following Scope of Services (collectively, the “Services”):

Article 1. Services in General

1.1 Contractor accepts and assumes the duty and obligation to provide the Services at the Facilities in the manner provided in the Agreement, including this Scope of Services, so as to ensure the cleanliness and sanitary condition of the Facilities and maintain the aesthetic appeal of each Facility for use, throughout the Term, by HFC, its employees, directors, officers, contractors, agents, licensees, invitees, and other users.

1.2 Contractor shall take every precaution to minimize disruption of events at the Facilities and minimize noise and fumes during the performance of its Services.

1.3 As a safety precaution, Contractor shall be responsible for the placement and removal of barricades, warning signs and hazard signs during the performance of its Services and shall use best industry practices so as not to obstruct access to any life-safety systems or Facility exists.

1.4 Contractor shall secure cords and cables used in connection with the Services using best industry practices. Contractor shall arrange cords, cables and other connections to avoid crossing walkways, creating trip hazards, exposure to moisture or the elements, or physical damage.

1.5 Contractor shall maintain a corporate office throughout the Term and is solely responsible for the provision of administrative, accounting, and clerical staff in sufficient number to support the Services.

1.6 Throughout the Term, HFC shall require Contractor to attend meetings to discuss the Services, identify and resolve performance issues, and advise HFC on matters related to the Services. HFC will notify Contractor either orally or in writing and will designate the time, date, location, requested attendees, and the general purpose of the meeting. Contractor attendees must be present at any such performance meeting for its duration at no additional cost to HFC. Contractor shall prepare materials covering the topics discussed in a form satisfactory to HFC.

1.7 Cleaning Supplies will be purchased by HFC and provided to Contractor for the sole purpose of performing the Services. All Cleaning Supplies must be stored at the Facilities. Contractor assumes sole responsibility for management and use of the Cleaning Supplies. Contractor shall abide by and enforce manufacturer operational and safety guidelines in the use of all Cleaning Supplies. Contractor shall notify HFC promptly when the inventory of one or more Cleaning Supplies is low to prevent any disruption of Services and ensure the Facilities are maintained in a clean, sanitary condition. Contractor shall not use Cleaning Supplies that are unfit for their intended use.

1.8 Contractor shall, at no cost to HFC, provide strategic direction with regard to the Services throughout the Term and consult with HFC on matters pertaining to new equipment, materials and techniques to enhance and make performance of the Services more efficient.

1.9 HFC reserves the right to require Contractor personnel to enter and exit through secure Facility ingress and egress points, and Contractor personnel may be required to have their arrival and departure times recorded by the security at the Facilities.

Article 2. Personnel Requirements

2.1 Contractor shall schedule, engage, train, direct, supervise, and manage highly-qualified Housekeepers, Customer Service Representatives, Custodial Supervisors, Floor Supervisors, Day/Night Porters, and Floor Technicians in sufficient quantity to ensure that the Services are provided in a safe, professional and efficient manner.

2.2 Full-Time personnel are those hired on a permanent basis, who are generally scheduled to work for 30 hours or more per week. Part-time personnel are those hired on a permanent basis who are generally scheduled to work less than 30 hours per week. Temporary personnel are those who are not scheduled to work on a regular basis, but may be scheduled, on an as-needed basis, to time to fill vacancies or to perform extra work due to Facility events or otherwise. A shift is defined as a scheduled eight-hour work period.

2.3 Contractor shall develop a reliable staff of part-time and temporary personnel so as to prevent any reduction in quality of the Services, and to fully accommodate needs for Services due to last-minute or unscheduled events and activities at the Facilities. The actual amount of work hours for personnel will vary and may be more or less than the quantities specified depending on the scheduled events and the needs of HFC. No specific quantity of work hours can be guaranteed. For the avoidance of doubt, HFC reserves the right to require Contractor to increase or decrease full-time personnel as HFC deems necessary.

2.4 Contractor shall prepare a monthly staffing schedule for each Facility to meet demand, maximize efficiency and ensure that the requirements of this Agreement are met. Contractor shall submit each such schedule to the assigned HFC General Manager for review, comment and approval at least 15 calendar days prior to the first day of the proposed schedule. Contractor shall anticipate all conventions, performances, concerts, sporting events, banquets, and other events likely to affect use of the Facilities and level of Services required.

2.5 Contractor's supervisory personnel must have specific skills and sufficient training to accomplish the duties required by this Agreement, including safety, customer service and Facility-specific training.

2.6 Contractor personnel must be trained and skilled in floor care and minor flooring repairs, which include, but are not limited to, care and replacement of carpet, vinyl composition tile, granite, concrete, marble, wood, and terrazzo.

2.7 Contractor shall, at its sole cost and expense, hire and dedicate a full-time Project Manager, who shall maintain an office in one of the HFC Facilities designated by HFC under this Agreement. The Project Manager must have a bachelor's degree from a four-year accredited college or university and at least six years' experience commensurate with the requirements of this Agreement and shall be solely dedicated to Services provided under this Agreement.

2.8 The duties and responsibilities of the Project Manager shall include, by way of example and not limitation, all of the following: Scheduling, supervising and directing personnel; developing, managing, and continuously improving the Services; providing documentation related to the Services to HFC,

including training programs; maintaining constant means of communication 24/7, including holidays; ensuring that personnel take required meal and rest breaks in designated areas; verifying all timekeeping records and ensuring accurate time recording for invoicing, including use of a biometric time clock system for all personnel; and actively assisting HFC with the preparation of an annual budget for the Services.

2.9 Contractor shall also hire and dedicate a full-time Assistant Project Manager to this Agreement. The Assistant Project Manager shall maintain an office at the George R. Brown Convention Center and must have at least an associate's degree from an accredited college or university and at least five years' previous supervisory experience. The Assistant Project Manager must be able to communicate fluently in English and Spanish.

2.10 The duties and responsibilities of the Assistant Project Manager shall include, by way of example and not limitation, all of the following: Assisting the Project Manager with all aspects of the Services, including scheduling, supervising and directing personnel; completing identification badge requests for all new personnel; ensuring that all background, drug and other pre-employment checks are completed; developing and implementing policies and training; conducting safety and proper-use training on all equipment and Cleaning Supplies, meeting room chairs, stages, risers, pallet jacks and other material-handling equipment; understanding and implementing meeting room and exhibit hall equipment setup instructions; reading, comprehending, explaining, and following floor plans, setup and event plan documents; managing personnel breaks so that an adequate level of cleaning coverage is maintained; and understanding and communicating all cleaning and recycling procedures and requirements to personnel.

2.11 If the employment of the Project Manager or Assistant Project Manager terminates for any reason, then Contractor, as soon as practicable, shall furnish in writing to HFC the name and qualifications of a proposed replacement. HFC may reply within 15 calendar days to Contractor that HFC has reasonable objection to the proposed candidate or, alternatively, that HFC requires more time to review. Failure of HFC to reply to Contractor within such 15-calendar day period shall constitute notice of no reasonable objection. Contractor shall not employ a proposed Project Manager or Assistant Project Manager to whom HFC has made timely objection. HFC reserves the right to require Contractor to remove from HFC property any persons employed or retained by Contractor who are observed or reasonably believed to have violated the terms of this Agreement, applicable law, the Facility Rules and Regulations, or the Office Space Rules and Regulations.

2.12 Contractor is expected to provide at least three personnel per shift at the George R. Brown Convention Center. At least one Customer Services Representative must be onsite at the George R. Brown Convention Center during each shift. Custodial Supervisors required must be trained to operate forklifts, scrubbing machines and other vehicles necessary to complete the assigned tasks. Contractor shall ensure that all persons operating forklifts have completed an approved forklift training class and have received certification prior to operating such vehicles.

2.13 A minimum of five Full-Time CSRs are expected to be provided for Theater District Facilities (for the Wortham Theater Center, Jones Hall, Miller Outdoor Theatre and the S. Jensen Theater), with four Full-Time CSRs for the GRBCC and Partnership Tower assigned to handle all needs, facilitate communication, and ensure quality of services, unless a lesser number is approved by HFC. CSRs or other appropriate Contractor personnel must be available by phone 24 hours a day to handle requests for Services promptly.

2.14 At the GRBCC, Contractor shall provide Housekeepers to perform cleaning services that include, but are not limited to, special detailing of Facility areas, other cleaning projects on an as needed basis, and the

cleaning, wiping and dusting of beams, trusses, fixtures, columns and ceilings all at a height of up to 35' using personnel lifts.

2.15 At the Miller Outdoor Theatre, one Customer Service Representative must be present during the daily cleaning shift, evening performance cleaning shift, and special cleanings to manage the quality of staff, cleaning and maintenance.

2.13 No number of hours for full-time or part-time employees of Contractor are guaranteed. Such hours shall vary depending on scheduled events and the needs of HFC. Work hours shall not be limited to a certain time period during the day. Requirements for services may be scheduled at any time during the day or night, weekends and/or holidays. Under certain circumstances, due to extra labor needed for special projects or large events, Contractor may allow its employees to work overtime instead of providing extra labor personnel, but only if approved in advance by HFC. For the purposes of this Agreement, "overtime" means hours worked in excess of 40 hours per week.

2.14 Contractor must provide personnel who are familiar with the Facilities and Facility layout to which they are assigned. Contractor shall develop and use a written orientation program to be used as a handout, specific to each Facility location.

2.15 When new personnel are provided, Contractor shall conduct, at a minimum, an eight-hour orientation of the particular Facility layout and proper use of equipment. Contractor's on-going safety training and policies shall include, but are not limited to, back injury prevention techniques, proper application of cleaning chemicals, and established cleaning techniques. All training shall be done at Contractor's cost, including training prior to new personnel commencing with work assignments and on-going training conducted throughout the term of the Agreement. For the term of the Agreement, Contractor must maintain documentation of training performed for all personnel, including training logs and reports, and provide such documentation to HFC upon request.

Article 3: Uniforms and Equipment

3.1 Contractor shall provide, at its sole cost and expense, standardized event and non-event uniforms and apparel of a kind, type and design prior approved by HFC to all Contractor personnel who perform Services at one or more Facilities, including appropriate summer, winter and all-weather outdoor clothing (e.g., raingear), as well as dresswear for formal and special events, including a corporate-quality long sleeve dress shirt, black dress slacks, a two-inch black belt, black socks, and black dress shoes.

3.2 Contractor shall provide such uniforms at no cost to its personnel, with the exception of uniforms that are lost or stolen. To the extent uniform logos are necessary, as determined by HFC, then such uniforms must include only the Facility logo, and not the logo of Contractor or any of its subcontractors. In the event HFC creates a new Facility logo, or otherwise elects to require a change to the kind, type or design of one or more Facility uniforms or apparel, then Contractor agrees to comply with any such requirement, at its sole cost and expense, within a reasonable time.

3.3 Uniforms shall be high-quality, clean, pressed, of good appearance, and free from foreign matter, stains, burns, scorched spots, tears or holes, and excessive visible mending. Contractor shall, at its sole cost and expense, replace excessively worn or damaged uniforms with new uniforms as necessary, or as directed by HFC.

3.4 Contractor shall clean the uniforms at its expense and shall not charge personnel for the cost of cleaning the uniforms; provided, however, that HFC may allow Contractor to permit personnel the option of cleaning their own uniforms at specific Facilities upon request.

3.5 All Contractor personnel, including subcontractors, shall be required to carry and have clearly displayed on their person a photo identification badge at all times when performing Services at the Facilities. HFC will provide identification badges. Each badge shall include, at a minimum, the company name, first and last name of the individual, and a recent photographic image of the individual. A fee shall apply for any lost or stolen or lost identification badges.

3.6 Contractor shall, at its sole cost and expense, provide and equip its Project Manager, Assistant Project Manager and nine Customer Service Representatives (four at the George R. Brown Convention Center, two at Miller Outdoor Theatre, and one each at Partnership Tower, Wortham Theater Center, and Jones Hall) with smartphones capable of sending and receiving calls, email and text messages. Contractor is responsible for all costs associated with the phones, including phone service, as well as providing an adequate number of phone chargers to keep all phones operating continuously. Damaged, lost, or stolen smartphones and chargers shall be promptly replaced by Contractor.

3.7 During performance of the Services, HFC will, at its expense, provide Contractor personnel with two-way radios operating on the same frequency as HFC employees in the manner and to the extent HFC deems necessary for essential communication. Contractor shall direct and ensure that its personnel use such radios during performance of the Services, and Contractor assumes and shall be liable to HFC on demand for any radio or other equipment that is lost, stolen or damaged.

Article 4. Facility-Specific Service Requirements

4.1 Contractor shall observe, abide by, and ensure the timely and effective performance of the Services in accordance with the Facility-specific requirements set forth in this Article. In the event of a conflict or inconsistency between a requirement in this Article and any other provision of the Agreement, including this Scope of Services, the more restrictive provision shall control and prevail.

4.2 George R. Brown Convention Center:

a. Lobbies: Seal and maintain granite floors; vacuum, sweep, mop, etc.; set out and empty waste containers, ashtrays, sand urn, etc.; clean trash from floor, counters, tables, etc.; place recyclable materials in recycling bins; and dust supports, column supports, and air ducts on registration level.

b. Exhibit Halls: Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required; clean and maintain restrooms; mop, sweep, scrub, vacuum (if applicable) floors; remove trash from floors; locate and remove trash containers; place recyclable materials in recycling bins; vacuum, mop, wax, etc., exhibitor booths that contract for that service; monitor entire exhibit area for trash, spills, and general cleanliness; dust and clean blue column supports; operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums, scissor and boom lifts; and open and close divider wall partitions as needed.

c. Meeting Rooms, Conference Rooms, Dressing Rooms, and Ballrooms: Install, dismantle and/or set up staging, chairs, tables, furniture, water pitchers, and glasses, chalkboards, etc., as required; replace and glue carpet squares as necessary; open and close divider wall partitions as needed; wipe down walls; dust, mop, vacuum, etc.; shampoo carpets (spots and preventive maintenance); clean and maintain restrooms;

operate material handling and other motorized equipment such as forklifts, pallet jacks, scrubbers and vacuums, scissor and boom lifts; distribute water coolers and pitchers as required; and clean air vents.

d. Permanent Seating Areas: Dust, wipe down and clean seats; sweep, mop, and vacuum aisles; pick up trash in aisles; place recyclable materials in recycling bins; shampoo seats and carpets when necessary.

e. Entrances and Exits: Seal and maintain granite floors; clean public areas; sweep and mop floors inside and out, pick up trash inside and out; place recyclable materials in recycling bins; pressure wash outside sidewalks, doors, docks, etc.; and clean windows and doors.

f. Restrooms: Seal and maintain tile floors; sweep, mop, sanitize, scrub and dry floors; wipe down, wash and remove graffiti from walls, doors and partitions; remove trash and empty containers; wash recycle bins and or trash bins on a weekly basis; place recyclable materials in recycling bins; provide porter service when appropriate and/or requested; stock restrooms with appropriate materials; clean and polish mirrors and glass; unstop toilets as necessary; scrub floors as necessary; and wash and disinfect all basins, urinals and bowls nightly using non-abrasive scouring powder to remove stains, and clean underside of rim of urinals and bowls.

g. Service Corridors, Storage Rooms, Concourse, Stairwells, etc.: Sweep, mop, dry and vacuum floors; maintain areas in a safe and clean manner; remove trash; place recyclable materials in recycling bins; shampoo carpets (spot and preventive maintenance); and sweep and clean mechanical levels.

h. Show Offices: Spot clean scuff marks on painted walls; vacuum and shampoo carpet; dust and polish furniture; supply water pitchers and glasses as needed and requested; empty waste containers daily; place recyclable materials in recycling bins; continuously clean and stock restrooms in these areas; clean windows daily; and clean vents, drains, and light fixtures.

i. Ticket Booths: Clean booths before and after events; clean windows before events; empty trash from containers; and place recyclable materials in recycling bins.

j. Elevators and Escalators: Sweep, vacuum, wipe down and dry all surfaces; maintain cleanliness in freight elevators; and clean and polish stainless steel on passenger escalators.

k. Steel Structure and Mechanical Air Ducts: Dust and wipe down all truss areas as needed, working at heights up to 35' above the floor.

l. Exterior Areas (as needed): Remove all trash and debris from all sidewalk and entrance locations; power wash sidewalk, and back dock areas to remove stains, chewing gum, etc.; keep all lawn and garden areas free from trash; place recyclable materials in recycling bins; clean and maintain all loading dock areas daily; clean and maintain upper level ramp area daily; and, as directed, remove all trash and maintain all parking lot areas.

m. Exhibit Booth Cleaning: Remove chairs from booth; sweep edges with house broom; set trash can outside of booth; use upright vacuum cleaner, starting at the back of booth and vacuuming out; avoid leaving and footprints on carpet; replace chairs and re-vacuum footprints; lay cone down for inspection; and do not touch or remove any exhibitor displays or other personal property.

n. Cleaning of Exhibit Hall Prior to Show Opening: Empty all trash before show opens; place recyclable materials in recycling bins; vacuum all carpeted areas before show opens; clean and vacuum registration

area; concession area: straighten chairs and tables, sweep floor, mop up any spills; sweep lobbies; and check for dust on columns and fire extinguisher boxes.

o. Cleaning and Recycling During Show: Keep trash cans empty; place recyclable materials in recycling bins; use broom and dust pan to keep public areas (aisles, entrances, concession areas, restrooms, registration desks, and loading docks) free of trash; and keep mops available to mop up spills when necessary.

p. Cleaning and Recycling After Show: Recycle trash; sweep floors; scrub floors; and store equipment and furniture.

q. First-Level Concourse (Terrazzo Floor): Maintain floor; clean and buff with buff finisher on a daily basis; check for scuffs and marks on the floor and clean; and report any damage.

4.3 Partnership Tower

a. Cleaning of offices, cubicles and boardrooms: Vacuum all rugs and carpeted areas in offices, lobbies, and corridors nightly; empty and clean all trash and recycling bins nightly; hand dust and wipe all office furniture, fixtures, file cabinets, and window sills; damp dust all telephones as necessary; wash and clean all water coolers as needed; remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass, and partitions nightly; and sweep all floors and mop all non-carpeted offices on a nightly basis.

b. Kitchen areas: Empty and clean all trash and recycling bins; mop all kitchen areas nightly; clean all kitchen appliances; wash and clean all water coolers and ice machines as needed; wipe off all countertops and tables and chairs in the break room; and place recycling in the recycle bins.

c. Floors: Wash, scrub, buff ceramic tile, marble and terrazzo floors as necessary; strip and re-wax all floors as necessary; carpet shampooing as necessary or upon request; and polish, buff, and scrub elevator lobbies.

d. Restrooms: Empty, clean and sanitize all waste receptacles; place recyclable materials in recycling bins; clean and sanitize all sinks, urinals, toilet bowls and fixtures; and clean tops and underside of toilet seats; clean lavatory fixtures, counter top surfaces, and stalls; mop and sanitize floors; stock all supplies; clean vents, drains and light fixtures; clean switch and electrical outlet covers, fixtures, and mirrors; and unstop toilets as necessary.

e. Day Service: Check restrooms periodically for materials and cleanliness; vacuum elevator cabs on a daily basis; monitor public areas to ensure cleanliness; replenish all water coolers with new bottles and cups; deliver office supplies such as copy paper to the offices; empty trash cans as needed; and place recycling in the recycle bins.

f. General: Wipe all interior metal window frames, mullions and other unpainted interior metal surfaces of the perimeter walls of the building regularly; keep janitorial closets and mop-sinks in a clean, neat and orderly condition at all times; wipe clean and polish all metal hardware, fixtures and other bright work nightly; maintain the building lobby, corridors and other public areas in a clean condition; clean perimeter of Partnership Tower, including curbs, sidewalks, driveways, and planters; and check stairwells for cleanliness and remove any trash, debris, or cigarette butts.

4.4 Avenida Houston

a. Outdoor Plaza: Monitor cleanliness of Avenida, including wharf, restaurant row, curbs and sidewalks along Lamar Street, La Branch Street, McKinney and Rusk streets; pull all trash and recycling bins for all restaurants on Avenida Houston hourly; blow and sweep Avenida Houston on a daily and nightly basis; wipe down all tables and chairs daily on the plaza; set up tables, chairs, stages as needed for events; spot clean pavers with scrubbers, brushes, or power wash on a regular basis; empty and wipe clean all trash and ash receptacles on a daily basis; and water plants and planters several times a week.

4.5 Wortham Theater Center, Fish Plaza, Jones Hall, Lynn Wyatt Square for the Performing Arts, Outdoor Properties, Miscellaneous Properties, and S. Jensen Theater

a. Lobbies and Courtyards: Remove all litter; place recyclable materials in recycling bins; empty and wipe clean all waste and ash receptacles; clean all railings, walls, and glass (including doors & easily accessed windows); clean and polish all brass; vacuum and shampoo all carpeted surfaces; clean elevator, escalator & handicapped lift surfaces including thresholds; sweep terrazzo and stairwells; strip, seal, and wax floors as directed; clean and polish drinking fountains; dust all surfaces of sculptures when needed (excluding the Gemini II Sculpture at Jones Hall); dust accessible light fixtures; dust areas and items as requested, including silk plants in Jones Hall courtyard.

b. Restrooms: Empty, clean, and sanitize all waste receptacles; place recyclable materials in recycling bins; clean and sanitize all sinks, urinals, toilet bowls and fixtures; and clean tops and underside of toilet seats; clean lavatory fixtures, counter top surfaces, and stalls; mop and sanitize floors; stock all supplies; clean vents, drains and light fixtures; clean switch and electrical outlet covers, fixtures & mirrors; and unstop toilets as necessary.

c. Permanent Seating Areas: Sweep/mop aisles; vacuum/shampoo carpet; wipe down wall surfaces; vacuum, shampoo seating; dust accessible light fixtures; and polish brass or other metal ornamentation.

d. Rehearsal Studio, Musician's Lounge, Locker Rooms and Hallways: Remove all litter; place recyclable materials in recycling bins; strip, mop, wax and buff resilient floors; clean all walls, doors, and surfaces; clean vents, drains and light fixtures; clean and polish all mirrors and glass; wash and sanitize all shower room walls, floors and fixtures; dust, wipe clean chairs, tables, furnishings, electrical outlets and switch covers; clean light fixtures; and place all waste and trash in leak-proof bags and transport to the location designated by HFC General Manager.

e. Reception Halls and Kitchen: Remove litter; place recyclable materials in recycling bins; sweep and damp mop all floors and steps; vacuum and shampoo all carpeted areas; clean, dust and polish all furniture; clean walls, doors, mirrors, and glass; empty and clean all waste and ash receptacles; and clean all kitchen appliances.

f. Building Exterior and Grounds: Sweeping and pressure washing sidewalks, park benches, gutters, and reachable wall surfaces to remove stains and debris; graffiti removal as required; trash pick-up; and placing recyclable materials in recycling bins.

g. Dressing Rooms: Install, dismantle and/or set up chairs, tables, water pitchers and glasses, chalkboards, etc., as required; wipe down walls; dust, mop, vacuum, etc.; and clean showers, commodes, sinks and all fixtures. (See also, Restrooms).

h. Entrances: Clean public doors, glass, and frames; sweep floors inside and out; pick up trash inside and out; and place recyclable materials in recycling bins.

i. HFC Offices: Vacuum/shampoo carpet; dust and polish furniture; refill water pitchers and glasses as needed; empty waste containers daily; place recyclable materials in recycling bins; and clean interior office windows as needed.

j. Box Office: Clean booths before and after events (except those spaces occupied by the ticket office operators); clean windows before events; empty trash from containers; and place recyclable materials in recycling bins.

k. Escalators and Elevators: Sweep, wipe down, clean, etc.; and clean and polish stainless steel on all elevators.

l. Exterior Areas: Remove all trash and debris from all sidewalk and entrance locations as needed; power wash sidewalk, and back dock areas to remove stains, chewing gum, etc.; keep all lawn and garden areas free from trash; clean and maintain all loading dock areas daily; upon request, remove all trash and maintain all parking lot areas; and place recyclable materials in recycling bins.

m. Wortham Grand Foyer and Rehearsal Rooms (HFC rehearsal rooms – one at Jones Hall and one at Wortham Theater Center): Replace and glue carpet squares as necessary; install, dismantle and/or set up staging, chairs, tables, water pitchers, and glasses, chalkboards, etc. as required; dust, mop, vacuum, etc.; shampoo carpets (spots and preventive maintenance); and clean and maintain restrooms.

4.6 Miller Outdoor Theatre

a. Overview: Cleaning services are required at large areas at Miller Outdoor Theatre, most of which are open to the public. Areas to be cleaned include the restrooms with 98 toilets and urinals, seating area, the Hill, surrounding area, the sides of the Theatre out to the street, and the offices.

b. Daily Cleaning (Regular Season): Up to 365 days of regular cleaning, 7:00 a.m.–8:00 p.m. This requires one male attendant and one female attendant, one of whom shall be a working Customer Service Representative. In addition, two attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of the HFC General Manager.

c. Performance Cleaning: A minimum of 85 days of performance cleaning, from 6:00 p.m. to 12:00 a.m., will be required. This requires one male attendant and one female attendant, one of whom shall be a working Customer Service Representative. In addition, four attendants may be needed to clean large areas. Hours may change and the number of personnel may increase or decrease at the request of the HFC General Manager. During performances, a male attendant must clean male restrooms and a female attendant must clean female restrooms, as restrooms need to be clean at all times.

d. Pressure Washing: The seated area and concession area shall be pressure washed once a month or as assigned by the HFC General Manager. Food vendor areas on the East Plaza and West Plaza must be washed with hose, soap and scrubbing brooms after vendors remove booths, or as directed by the HFC General Manager. Pressure washing must be performed with a ¾" heavy garden hose and spray nozzle. If Contractor rents a machine to pressure wash the designated areas, then it will be at no additional cost to HFC. Pressure level and tips must be approved in advance by the HFC General Manager.

e. Daily Restroom Cleaning: No trash shall be on the floor. The bags containing collected contents of sanitary receptacles shall be deposited in an approved large disposal container. Overflow bags must be placed behind trash dumpster. Place recyclable materials in recycling bins.

f. Cleaning of sanitary receptacles: All sanitary receptacles shall be empty, cleaned both inside and out and contain liners. All sanitary receptacles shall be free of spots, stains and finger marks. All sanitary receptacles shall be free of odors.

g. Cleaning of restroom fixtures: All porcelain surfaces of wash basins, toilets and urinals shall be free of dust, dirt spots and stains. The wall surfaces shall be free of spots and smears. All toilet seats shall be left in a raised position after cleaning, free of spots, stains, and the seat hinges shall be free of mold. The plumbing fixtures shall be free of mold and water stains.

h. Cleaning of supply dispensers, walls, stall partitions, doors, shelves, mirrors, and floors: All supply dispensers shall be clean and free of finger marks and water spots. All shelves and shelf brackets shall be free of gum, dust, fingerprints and water spots. All mirrors shall be free of streaks, smudges, water spots, and dust, and shall not be cloudy. Walls, stall partitions, and doors shall be free of hand marks, dust, pencil marks, smudges, water streaks, mop marks, and mold.

i. Floor Cleaning: The space to be mopped shall be properly prepared for the mopping operation by sweeping the floor as necessary and otherwise clearing of visible debris. The mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, all properly rinsed and dry mopped to present an overall appearance of cleanliness. Walls, baseboards, and other surfaces shall be free of water marks, scars, or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water. Strip, seal, and wax floors as directed.

j. Seating Area, Hill, Walkway and Stage Cleaning: Pick up and remove all trash and litter from floor. Bags containing contents shall be deposited in approved large disposal container. Sweep floors, removing all debris, dust, and dirt. Sweep and wash down walkways. Wipe down all seats, removing all food particles, gum, and dirt. Drinking fountains shall be clean and free of stains. All other surfaces of the fountain shall be free of spots, stains and streaks.

k. Cleaning the Exterior Front of Theater: Wash exterior glass, mirrors, door glass, and all other glass. Glass shall be clean and free of dirt, dust, streaks, and spots. Walls and concession stand door shall be free of finger marks and other dirt spots of any kind. Wash the East and West Plaza with hose, soap, and brooms.

l. Pre-Performance Cleaning: Cleaning staff shall report to work prior to each performance in time to check and clean as needed the restrooms, seating area, and Hill area so as to ensure the facilities and grounds are clean for the performance. Before any persons affiliated with the licensee arrive to the theatre on a performance day, load-in day, or rehearsal day, the cleaning staff shall thoroughly clean all common areas within the Miller Theatre. This includes the Dressing Rooms, break area, hallways, lobby and employee restrooms. The floors should be cleaned of all dirt and trash. The counter surfaces should also be thoroughly cleaned. The toilets must be cleaned and mopped. All dispensers must be checked for adequate supplies of towels, toilet paper, and hand soap.

m. Performance Cleaning: One male and one female employee shall work during each scheduled public performance. During the performance, Contractor shall keep the restrooms cleaned and the dispensers filled; keep the trash picked up and placed into plastic trash liners around the Concession Stand, and clean up spills as needed. In addition, four employees shall clean the Hill and surrounding area. Hours may change and the number of personnel may increase or decrease at the request of HFC with four hours' advance notice.

n. Post-Performance Cleaning: The basic cleaning service described in this Section shall be performed following each performance. This cleaning schedule must be coordinated with the HFC General Manager. For night performances, the basic cleaning service will normally be performed early the next morning. There may be occasions where it is necessary to retain personnel to work between the hours of 12:00 midnight and 7:00 a.m.

4.7 Issuance of Keys. Upon the issuance of one or more keys to the Contractor, Contractor shall keep all securable areas and work areas of the building locked while Contractor's employees are on the premises. Contractor shall ensure that no unauthorized individual enters into buildings and/or secure areas while the Contractor is in possession of the keys to such work areas. If Contractor's employee discovers any areas unlocked, which should normally be locked, he/she shall report that finding immediately to the HFC General. Contractor shall pay \$75 to replace lost keys that are issued to janitorial staff.

Article 5. Basic Service Requirements

5.1 Sweeping and Dusting: Floors, including lobby and entrance floors, shall be clean and free of dirt streaks, and no dirt shall remain in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation; wads of gum, tar, and other sticky substances must be removed from the area; grills and woodwork shall be dust-free after dusting. Dust must be removed, not merely pushed around; there shall not be any spots or smudges on the wall surfaces, caused by touching the wall with treated dust cloth; and (at GRBCC only) lockers must be cleaned after every event.

5.2 Polishing and Wall Spotting: Doorknobs, push bars, kick plates, railings, doors, and other surfaces shall be clean and polished to an acceptable luster; drinking fountains shall be clean and free of stains. The wall surfaces around the drinking fountains shall be free of water spots and streaks; wall surfaces up to standing height shall be free of finger marks, smudges, and other dirt spots of any kind.

5.3 Mopping: Floors, including lobby and entrance floors, shall be free of loose and/or caked dirt particles and shall present an overall appearance of cleanliness after the mopping operation; walls, baseboards, and other surfaces shall be free of water marks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water; and all surfaces shall be dry and the corners and crevices clean after mopping.

5.4 Trash Removal: All wastepaper baskets shall be empty and in place, clean and ready for use; all ashtrays shall be emptied and in place, clean and ready for use; ashes and trash bags, when filled, shall be disposed of quickly; all trash cans shall be emptied, cleaned, sanitized and polished before placing back in public view; and recyclable items shall be sorted and deposited into designated recycling bins.

5.5 Sweeping and Vacuum Cleaning: There shall not be any dirt left in corners, under furniture, or behind doors; baseboards, furniture, and equipment must not be disfigured or damaged during the cleaning operation; there shall not be any dirt left where sweepings are picked up. Furniture and equipment

moved during sweeping must be replaced. There must be no trash or foreign matter under desks, tables, or chairs.

5.6 Dusting: There shall not be any dust streaks on desks or other office equipment. Woodwork, after being properly dusted, shall appear bright. Corners and crevices shall be free from any dust. There must not be any oily spots or smudges on walls, caused by touching them. Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, baseboards, columns, and partitions shall be free of dust. All corners and high areas in the building must be free of cobwebs at all times.

5.7 Damp-wiping: Mirrors, ashtrays, door glass, and all other glass that can be reached while standing on the floor, shall be clean and free of dirt, dust, streaks, and spots.

5.8 Carpet Care: Carpet shall be vacuumed every night; carpet shall be clean and free from dust, dirt, and other debris; there shall be no trash or foreign matter under desks, tables, or chairs; carpet must be shampooed every three months or as needed and spot cleaned nightly, or as needed; any furniture moved during carpet cleaning must be returned; and loose carpet tile must be replaced immediately.

5.9 Drinking Fountains: Drinking fountains must be clean and free of stains. The wall and floor around the drinking fountains shall be free of spots and water marks. All other surfaces of the fountains shall be free of spots, stains, and streaks.

5.10 Stairways: Stair landings, steps, and all corners of stair treads shall be free of loose dirt or dust streaks after sweeping. Stair railings, door moldings, ledges, and grills shall be dust free after dusting. The dust shall be removed rather than pushed around.

5.11 Preparation for Mopping: Cleaning solutions, where used, must be mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water. Proper precautions must be taken to advise building occupants of wet and/or slippery floor conditions. The space to be mopped must be properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.

5.12 Floor Mopping: Mopping work shall be performed in such a manner as to properly clean the floor surface with care taken to see that the correct type and mixture of cleaning solution, if required, has been used. All mopped areas shall be clean and free from dirt streaks, mop marks and strands, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness. Walls, baseboards, and other surfaces shall be free of water scars or marks from the cleaning equipment striking the surfaces and splashing from the cleaning solution and water. Care must be taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas of baseboards.

5.13 Preparation of Floor Area for Waxing: The floor area shall be free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and shall be thoroughly clean. Walls, baseboards, furniture bases, and other surfaces shall be free of water marks, marks from the cleaning equipment, and splashing from the floor cleaning solutions. All cleaned surfaces must be wiped dry to ready the floor for the application of wax.

5.14 Waxing: The surface to be waxed must have the proper type of wax applied in accordance with best operating practices. The wax shall be applied thinly, uniformly, and evenly, in such a manner as to avoid skipping of areas, and shall be allowed to dry properly before being polished. Walls, baseboards, furniture,

and other surfaces shall be free of wax residue and marks from the equipment. The waxed area must be free of streaks, mop strands marks, skipped areas, and other evidence of improper wax application.

5.15 Spray Buffing: The wax or damp-mopped surface shall be dry before being buffed. Baseboards, furniture, and equipment shall not be disfigured or damaged during the buffing work. The finished area shall be polished to an acceptable, uniform luster, and free of extreme highlights from the brushes of the machines.

5.16 Furniture Arrangement in Waxed Areas: All rug edges shall be replaced to their proper position. All moved items of furniture and office equipment must be returned to their original positions. Care must be exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

5.17 Preparation of Floor Scrubbing: Equipment must be checked and readied for work in a careful and thorough manner; addition of motor oil, where required, must be accomplished in a safe and careful way so as to avoid spillage and overfilling; and cleaning solutions shall be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

5.18 Operation of Floor Scrubbing Machine: Equipment must be operated only by authorized personnel having sufficient instructions as to its proper and efficient operation. The scrubbing machine must be started and operated in a safe and reasonable manner. Care of the mechanized equipment must be exercised at all times during its operation to avoid damage to personnel, the building, and equipment.

5.19 Floor Scrubbing and Rinsing: Proper precautions must be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation. The scrubbing work must be performed in such a manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used. All areas, including areas inaccessible to the machine, which are cleaned by means of deck scrubbing brushes and/or mops, must be clean and free of dirt, water streaks, mop marks, and string; properly rinsed; and dry mopped to present an overall appearance of cleanliness. Walls, baseboards, and other surfaces must be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

5.20 Paper and Trash Collection, Removal, and Disposal: Bagged trash shall be deposited in trash containers. All unused waste collection bags shall be in the proper storage location. Cardboard boxes shall be broken and deposited in trash containers or recycling bins. Any paper and trash spilled during the collection process must be cleaned up. White paper, brochures, etc. shall be placed in proper recycling containers.

5.21 Building Exterior & Grounds: Grounds shall be free of trash (candy wrappers, cans, newspapers, programs, cigarette butts, etc.) at all times. All handicapped ramps must be clean and free of dirt and debris at all times; and exterior trashcans and ashtrays shall be cleaned on a daily basis.

5.22 Recycling: Contractor is responsible for collecting recyclable products at each Facility that participates in recycling. Contractor shall collect recyclable products during the cleaning schedule and place the materials in assigned containers. Contractor shall ensure that recyclables are placed in designated pickup locations on days when the recycling contractor is scheduled to pick them up.

5.23 Lighting and Lockup: To conserve energy, Contractor's employees shall turn lights on and off appropriately in areas where they are working. Upon arrival at each floor, cleaning personnel shall check

each area and turn off lights in all unoccupied areas. Lights are to be left on only during the performance of work in a specific area. Doors are to be closed and locked after each suite or office is cleaned.

5.24 Facility Security: Contractor shall ensure that its personnel maintain a high level of integrity and are conscious of maximizing security. Contractor shall submit and implement procedures for preventing and resolving thefts, ensuring that keys are not lost or misplaced, and reporting suspicious persons, circumstances, or building conditions that warrant attention. Any unusual conditions shall be reported to Facility management.

5.25 Hand-Watering of Plants: Contractor shall hand-water hanging baskets and planters three times per week, or as needed to maintain a healthy condition. Landscaped areas requiring hand-watering include the following: Containerized plants at Lynn Wyatt Square for the Performing Arts; four large terra cotta pots near the Hanging Tree, at the Theater District Parking Garage entrance and exit; plants at the Miller Outdoor Theatre, as designated by the HFC General Manager; plants at the S. Jensen Theater, as designated by the HFC General Manager; the courtyard and street level plants at Jones Hall; and the exterior trees at Jones Hall.

5.26 Lost Articles: Contractor is responsible for returning lost articles to Facility management.

5.27 Other Duties: Contractor shall perform all related custodial tasks as requested by HFC, including setup/dismantling of tables, chairs, and other furnishings required by an event. Contractor shall instruct its staff to immediately advise HFC of any safety hazard, security threat, or needed maintenance noted when performing their duties under this Agreement.

Exhibit "B"
OFFICE SPACE
RULES AND REGULATIONS

Contractor agrees to and shall abide by these Office Space Rules and Regulations for the duration of the Term, including any extension thereof. Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the foregoing Agreement. In the event of a conflict between such Agreement and any provision of these Office Space Rules and Regulations, the Agreement shall control and prevail.

1. Contractor shall take all reasonable measures to protect the carpet at HFC facilities and shall use Masonite® or Visqueen® when moving equipment or supplies in carpeted areas.
2. Golf carts, Cushman® utility vehicles, Segway® vehicles, bicycles and similar transportation devices are prohibited in carpeted areas of HFC facilities.
3. Sidewalks, halls, passages, exits, entrances, elevators, loading docks, sky bridges, and stairways at HFC facilities shall not be blocked or obstructed by Contractor.
4. Deliveries and the movement of freight/equipment shall be through loading docks, freight doors and freight elevators designated by HFC; the main lobbies, sky bridges, escalators, and passenger elevators shall not be used for such purposes. Additionally, HFC reserves the right to limits or restrict the hours during which such activities may occur.
5. Contractor shall maintain the Premises in a clean and orderly fashion.
6. The Premises shall not be used for lodging. No cooking or meal preparation shall be permitted in the Premises, except for approved microwave ovens and equipment for brewing coffee, tea and hot beverages.
7. No sign, logo, placard, picture, name, advertisement, or notice visible from the exterior of the Premises shall be inscribed, painted, affixed or otherwise displayed by Contractor without the prior written consent of HFC.
8. Contractor shall not use any method of heating or air conditioning in the Premises other than that supplied by HFC.
9. Contractor shall use utilities in the Premises sparingly and efficiently (e.g., turn lights and power off when not in use).
10. Contractor shall ensure that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Contractor personnel leave the Premises.
11. Restrooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne exclusively by Contractor.

12. Contractor shall not offer, sell or permit the sale of newspapers, magazines, periodicals, drinks, snacks, sundries, theatre/travel tickets, or similar merchandise to the general public in the Premises or HFC facilities.
13. Unless otherwise explicitly provided in the Agreement, Contractor shall not install any radio, television or other data transmission antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of HFC facilities.
14. Contractor shall not use occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of alcohol or tobacco.
15. Contractor shall not store any hazardous materials, including biohazards, in the Premises. Contractor shall not store gasoline, propane, kerosene, or other flammable or combustible fluids in the Premises.
16. Contractor agrees to pay HFC a reasonable charge for any keys Contractor may need to access HFC facilities, including the Premises, and shall be liable for the cost of re-keying appropriate locks in the event any such key is lost or stolen.
17. Contractor's personnel shall enter and exit HFC facilities through access locations approved by HFC, except during an emergency.
18. HFC shall have the right, excusable without notice and without liability to any Contractor, to change the name or street address of an HFC facility or any portion thereof.
19. Smoking is prohibited inside HFC facilities, including the Premises, and within 15 feet of any entry/exit door. Contractor shall comply with all City of Houston workplace smoking ordinances and regulations, as may be amended from time to time. Smoking is prohibited throughout Hermann Park, in which Miller Outdoor Theatre is located.
20. Contractor shall not request any HFC employee to perform any work or do anything outside of their regular duties, except as necessary during an emergency, without the prior written consent of HFC.
21. Contractor shall comply with the Parking Facility Rules and Regulations and other restrictions and regulations concerning the use of HFC facilities as HFC may impose from time to time.
22. Contractor acknowledges that pandemic mitigation procedures throughout the Term, such as pre-admission screening, self-assessment questionnaires, temperature checks, social distancing, personal protective equipment, (e.g., face masks), and other measures may be necessary for the health and safety of attendees, personnel and the general public. Contractor agrees to and shall communicate and enforce appropriate pandemic mitigation procedures to its employees, agents, contractors, licensees, and invitees. HFC reserves the right, but does not assume to the obligation, to require one or more such procedures as a condition of entering, occupying, or otherwise using the Facility.
23. These Office Space Rules and Regulations are in addition to and shall not be constructed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provision of any lease, sublease, or license to use and occupy any portion of HFC facilities.