



## WINDOW-CLEANING SERVICES INVITATION TO BID

ISSUE DATE: January 4, 2022

DUE DATE: **2:00 P.M.** on **February 1, 2022** (“Submission Deadline”)

INSTRUCTIONS: Bidders are to submit one fully-completed and signed Bid Form and Diversity participation information in a sealed envelope by mail, in person, or via courier. Please write “**Window Cleaning Bid**” clearly on the outside of the sealed package. 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](mailto:bids@houstonfirst.com) no later than **10:00 a.m.** on **January 25, 2022**. Material questions will be answered collectively in one or more Letter(s) of Clarification to be made available at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business). Questions received may be edited or combined for clarity or length at the discretion of HFC.

BID OPENING: Bids will be opened and publicly announced at 2:30 p.m. on the Submission Deadline at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

### OVERVIEW AND BACKGROUND

Houston First Corporation (“HFC”) requests bids from qualified and experienced commercial window cleaning contractors capable of providing timely and cost-effective services at its facilities.

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.

### MINIMUM QUALIFICATIONS

To be considered responsive to this Invitation to Bid, potential bidders must (a) have at least five years of experience providing window-cleaning services at commercial facilities comparable in size and scope to this Invitation to Bid; (b) complete and submit a signed Bid Form with no omissions; and (c) if the bidder is a business entity, be validly-formed and in good standing. Bidders not meeting the minimum qualifications will have their bids rejected without further review or consideration.

## **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 **January 20, 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.

## **MANNER OF SELECTION**

HFC expects to enter into a contract with the Bidder providing the lowest responsible bid received; provided, however, that HFC reserves the right to select or reject all or part of any bid, waive minor technicalities, and accept one or more bids in the manner and to the extent that they serve the best interests of HFC. This solicitation does not commit HFC to award a contract or issue a purchase order. HFC will not pay any costs incurred in the preparation of a bid in response to this solicitation. HFC reserves the right to request clarifications or additional information from some or all Bidders prior to accepting any offer.

## **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: **23%** 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 Window-Cleaning Services Agreement provided below. Any requests for clarification or modification to the terms thereof must be timely submitted by email to [bids@houstonfirst.com](mailto: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.

## **NO SALES TAX**

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

## **RESTRICTIONS ON COMMUNICATIONS**

Throughout the 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](mailto: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 the 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 <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. By submitting a bid, Bidders represent to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

## **VENDOR CODE OF CONDUCT**

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

## **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.

## **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](http://www.houstonfirst.com/do-business). This Invitation to Bid provides the information necessary to prepare and submit a bid for consideration and ranking by HFC.

**PUBLIC INFORMATION**

As HFC is subject to the Texas Public Information Act (“TPIA”). Information submitted by Bidders is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code, any page including confidential or proprietary information appears must be labeled as such clearly and unambiguously. Bidders will be advised of any request for public information that implicates their materials and may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

**WITHDRAWAL; ERROR**

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

## Window-Cleaning Services Agreement

This Agreement for Window-Cleaning Services ("Agreement") is made by and between Houston First Corporation ("HFC"), a local government corporation created whose address is 701 Avenida de las Americas, Suite 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:

### 1.0 Scope of Services

1.1 Contractor agrees to and shall provide all labor, supervision, materials, equipment, insurance, fuel, tools, machinery, transportation, and other goods and services necessary to clean all Facility windows on the exterior and interior side, including all frames (heads, jambs and sills), mullion, grilles, and other related surfaces in strict accordance with the terms and conditions of this Agreement, including the Scope of Services attached hereto as Exhibit "A" ("Services").

1.2 Contractor represents and warrants that the Services shall be performed in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations, and/or lawful orders of public authorities, as may be amended from time to time, and in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for Services of this kind. Contractor shall obtain licenses Contractor shall secure and pay for any permits or licenses necessary for proper execution and completion of the Services.

1.3 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 and for coordinating all portions of the Services under the Agreement, except to the limited extent that other, specific instructions concerning such matters are set forth in the Agreement or Scope of Services.

1.4 Contractor shall designate a representative who shall have express authority to bind Contractor with respect to all matters under this Agreement and provide a direct phone number and email address for such authorized representative.

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

1.6 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.

1.7 If any Services performed by Contractor 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 performs Services knowing it to be 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.

1.8 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. Contractor shall promptly remedy such damages and restore any property thereby affected to the condition existing prior to such damage, to the satisfaction of HFC, at its sole cost and expense.

1.9 Contractor shall be solely responsible for conforming to the standards declared by OSHA, including, but not limited to, compliance with federal and state safety standards/directives for use of personal protective equipment and operation of equipment.

## 2.0 Payment and Term

2.1 HFC agrees to pay Contractor for its Services in accordance with the fees set forth in Exhibit **[TBD]** to this Agreement.

2.2 Contractor will be paid on the basis of invoices submitted by Contractor, and approved by HFC, detailing the services provided by Contractor during the previous month and the attendant fee. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which services are performed. HFC shall make payment to Contractor within 30 calendar days of the receipt and approval by HFC of such invoices.

2.3 If any item in any invoices submitted by Contractor is disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

2.4 Contractor shall make true, correct and timely payments in strict accordance with federal and state law to its employees, subcontractors, and all other persons and entities supplying labor, materials or equipment to Contractor for the performance of Services under this Agreement.

2.5 Contractor acknowledges and agrees that HFC has not and shall not represent a guaranteed minimum payment or amount of Services to be awarded during the Term.

2.6 The term of this Agreement shall begin on **April 1, 2022** and end on **March 31, 2027** ("Term"). HFC may, in its sole discretion, extend the Term for up to an additional six calendar months, on the same terms and conditions, by notifying Contractor in writing of such extension.

## 3.0 Insurance

3.1 With no intent to limit Contractor's liability under indemnification provisions herein, Contractor shall provide and maintain in full force and effect, for the duration of the Term, including and renewal or extension thereof, at least the following insurance and limits of liability:

- |                                   |  |
|-----------------------------------|--|
| a. Commercial General Liability   | Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000   |
| b. Automobile Liability Insurance | \$1,000,000 combined single limit including Owned, Hired, and Non-Owned and Auto Coverage  |
| c. Workers' Compensation          | Statutory amounts for Workers' Compensation, Contractor is not allowed to self-insure Workers' Compensation  |
| d. Employer's Liability           | Bodily Injury by accident \$1,000,000 (each accident); Bodily Injury by disease \$1,000,000 (policy limit); and Bodily Injury by disease \$1,000,000 (each employee) |

3.2 Each policy, except those for Workers' Compensation, must include an endorsement naming HFC as an additional insured, and Contractor's insurance shall be primary and non-contributory to any policies of insurance HFC may maintain.

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

3.4 The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

3.5 Insurance may be in one or more policies of insurance, form of which is subject to approval by HFC. It is

agreed, however, that nothing HFC does or fails to do with regard to insurance policies relieves Contractor from its duties to provide required coverage and HFC's actions or inactions will never be construed as waiving HFC's rights.

#### **4.0 Release and Indemnification**

**4.1 CONTRACTOR AGREES TO AND SHALL RELEASE HFC AND THE CITY OF HOUSTON, THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED IN PART BY INDEMNITEES' NEGLIGENCE, STRICT PRODUCTS LIABILITY, OR STRICT STATUTORY LIABILITY, AND INCLUDING ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED OR USED BY CONTRACTOR UNDER THIS AGREEMENT.**

**4.2 TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC AND THE CITY OF HOUSTON, THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGE, CITATIONS, TICKETS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, FINE, LIABILITY, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO CONTRACTOR AND/OR 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, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENTAL OR REGULATORY AGENCIES ARISING FROM, RELATING TO, OR INVOLVING THE SERVICES OR PERSONNEL EMPLOYED OR USED BY CONTRACTOR UNDER THIS AGREEMENT.**

**4.3 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT EXPIRES OR TERMINATES. CONTRACTOR SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO INDEMNITEES.**

**4.4 HFC SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OR 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.**

4.5 If HFC or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include a description of indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of indemnified loss.

4.6 This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different

amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

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

4.8 If Contractor elects to defend the claim, HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require Indemnitees to comply with restrictions or limitations that adversely affect Indemnitees, (ii) would require Indemnitees to pay amounts that Contractor does not fund in full, (iii) would not result in Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## **5.0 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 does not include 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 ten calendar days after the Force Majeure ceases. An occurrence of Force Majeure shall not extend the Term or entitle the Contractor to any additional consideration or payment.

## **6.0 Diversity Commitment**

Contractor shall make good faith efforts to award subcontracts equal to 23% of the value of this Agreement to certified, diverse suppliers of goods and services in accordance with the Contractor Diversity Program established by HFC, which is incorporated herein by this reference. Contractor shall, on a periodic basis, as directed by HFC, disclose to HFC the manner and extent it has made good faith efforts to achieve such goal and submit reports on forms provided by HFC.

## **7.0 Termination**

7.1 Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination shall be ineffective. If, however, the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

7.2 HFC may terminate this Agreement for its convenience at any time by giving 30 calendar days' written notice to Contractor. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to HFC showing in detail the Services performed under this Agreement up to the termination date. HFC shall then pay the amount due Contractor for Services actually performed, but not paid previously, in the same manner as prescribed herein.



**7.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES ARE CONTRACTOR'S SOLE AND EXCLUSIVE REMEDIES FOR TERMINATION FOR CONVENIENCE BY HFC, WHICH DOES CONSTITUTE AND SHALL NOT BE CONSTRUED AS A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES PERFORMED) IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE BY HFC.**

#### **8.0 Miscellaneous**

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

8.2 Notice. Notice 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.

8.3 Independent Contractors. HFC and Contractor agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. Services provided under this Agreement are non-exclusive and may be supplemented or augmented by HFC at any time, without prior notice, in its sole and absolute discretion. With respect to each other, the parties shall be independent contractors for all purposes.

8.4 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.

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

8.6 Assignment and Severability. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. If any part of this Agreement is for any reason found to be unenforceable, then all other parts remain enforceable unless the result materially prejudices either party.

8.7 Entire Agreement. This Agreement, including the exhibits, represents the entire, integrated agreement between HFC and Contractor and supersedes all prior negotiations, representations or agreements, written or oral. In the event of a conflict between the terms of this portion of the Agreement and the Scope of Services, this portion of the Agreement shall control. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

[signature page to follow in final agreement]

## **Exhibit "A"** **Scope of Services**

Contractor agrees to and shall provide all labor, supervision, materials, equipment, insurance, fuel, tools, machinery, transportation, and other goods and services necessary to clean all Facility windows and adjacent surfaces on the exterior and interior side in strict accordance with the terms and conditions of the Agreement, including this Scope of Services.

### **I. Definitions**

1.1 As used in this Agreement, the following terms have the meanings set out below:

- a. "Facility" or "Facilities" means the George R. Brown Convention Center, Jones Hall, Partnership Tower, Skybridges, Wortham Theater Center, and any other buildings or structures added to the Agreement under Article IX.
- b. "General Manager" means the HFC employee designated as manager for one or more Facilities, as defined herein, or their respective designees.
- c. "George R. Brown Convention Center" means the convention and meeting facility having a street address of 1001 Avenida de las Americas, Houston, Texas 77010.
- d. "Jones Hall" means the performing arts facility having a street address of 615 Louisiana St., Houston, Texas 77002.
- e. "Partnership Tower" means the ten-story commercial office building having a street address of 701 Avenida de las Americas, Houston, Texas 77010.
- f. "Skybridges" means the enclosed skybridge over Rusk St. connecting the George R. Brown Convention Center with Partnership Tower and the enclosed skybridge over Avenida de las Americas connecting the George R. Brown Convention Center with the Marriott Marquis Houston.
- g. "Wortham Theater Center" means the performing arts facility having a street address of 510 Preston St., Houston, Texas 77002.

1.2 References to "windows" in this Scope of Services shall be read and understood include all frames (heads, jambs and sills), mullion, grilles, and other related surfaces, unless the text clearly indicates otherwise.

### **II. Scheduling and Frequency**

2.1 Contractor shall perform the Services between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding holidays; provided, however, that Services in areas difficult to access or not conveniently accessible (e.g., sky bridges) may be required by HFC, and scheduled accordingly, outside of such hours.

2.2 Frequency of Services for each Facility shall be as determined by each General Manager. Contractor shall respond promptly to Service requests from Facility Managers.

2.3 Contractor shall coordinate all aspects of its Service schedule with each General Manager individually and reconfirm the approved schedule at least 10 calendar days in advance to avoid any disruption of business or recreational use of the Facilities. Further, the General Managers shall have the right, in their reasonable discretion, to suspend, delay or interrupt the Services due to such disruption of business or use; Contractor shall not be entitled to additional compensation for such reason, and agrees to work cooperatively to reschedule Services promptly and without delay.

2.4 Contractor acknowledges that Service frequencies set forth in this Agreement or provided by General Managers are estimates only and that actual Service needs will vary. HFC has not and shall not guarantee any minimum payment, profit, or quantity/frequency of Services. 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.

### **III. Equipment and Supplies**

3.1 Contractor shall furnish all equipment and supplies necessary to perform the Services in a safe and effective manner, including, by way of example and not limitation, squeegees, buckets, sponges, lifts, rigging equipment, hand tools, cabling, weights, boatswain chairs, ladders, rope-decent systems, manual swing scaffolds, window cleaners' belts, hanging harnesses, suspended powered platforms with weights, aerial work platforms, and high-dusting wands.

3.2 Contractor shall use all equipment and supplies in the performance of the Services in accordance with the manufacturer's instructions.

3.3 Contractor shall store all equipment, and supplies necessary for the performance of the Services off-site at its sole cost and expense. Contractor acknowledges that HFC shall not provide any storage areas to Contractor at the Facilities.

3.4 HFC shall not be liable for damage, loss, wear, or breakage of any equipment, supplies, or other personal property belonging to the Contractor, its employees, agents, contractors, or subcontractors.

3.5 Contractor shall not use tools or supplies harmful to surfaces with which they come in contact.

3.6 All supplies use by Contractor shall be free of petroleum distillates that tend to attract dust particles or leave a residue or film.

### **IV. Service Requirements and Restrictions**

4.1 Contractor shall perform the Services so as to ensure that windows at the Facilities are free from film, grime, grit, cobwebs, spots, streaks, stains, residue, and excessive moisture.

4.2 Accumulated dirt, smears, paint specs, or other foreign matter shall be hand-scraped from Facility windows by Contractor in a manner that does not damage such windows or surfaces.

4.3 Facility window frames (heads, jambs and sills), mullion, grilles, and other related surfaces shall be washed and scrubbed clean by Contractor as needed to remove all dried dirt, insects, debris, and other materials.

4.4 Contractor shall use clean water containing a mild detergent to clean Facility windows.

4.5 Contractor shall promptly clean and dry any liquids spilled on floors during the performance of the Services.

4.6 Contractor shall ensure that exterior window cleaning Services at the Facilities commence at the highest level first, before proceeding to wash and clean each subsequent lower-level windows.

4.7 Contractor shall not use any supplies, materials, equipment, or methods that could damage Facility window surfaces, adjacent areas, structures, or buildings in any manner or to any extent.

4.8 Contractor shall not perform any Services on Facility exteriors during rain or any other inclement weather.

4.9 Contractor may make reasonable use of existing water spigots at the Facilities; however, HFC assumes no obligation to provide or maintain any water source for use by Contractor.

## V. Interior Service Specifications

5.1 Contractor personnel shall use stepladders for washing interior windows; standing on windowsills or window-adjacent furniture is strictly prohibited.

5.2 Window sashes, sills, woodwork, furniture, and other surrounding surfaces and items shall be wiped free of water and cleaning-solution droplets and any spills.

5.3 Contractor personnel shall give Facility occupants every reasonable opportunity to clear their office windowsill of personal property prior to washing and cleaning interior windows.

5.4 Contractor personnel shall temporarily move items from windowsills and window-adjacent areas as needed to wash and clean interior windows; Contractor shall ensure that any such items are promptly returned to their original location once all water and cleaning-solution droplets and any spills have been wiped dry.

5.5 Upon completion of window cleaning, Contractor shall return all window treatments to original positions, and shall ensure that window treatments are neat and tidy.

5.6 Contractor shall perform high dusting on surfaces (including structural steel adjacent to windows) with a microfiber wipe or cloth. Workers shall capture dust on the surface of the wipe or cloth and ensure that surfaces are free of dust.

## VI. Facility-Specific Requirements

6.1 Contractor shall clean all trusses underneath the balconies at the George R. Brown Convention Center.

6.2 The interior-side of windows at the restaurant and retail locations at the George R. Brown Convention Center and Partnership Tower are **not** included in this Scope of Services.

6.3 When performing exterior Services on the Skybridges, Contractor shall provide traffic control and take all reasonable precautions to ensure the safety of motorists, pedestrians, and Contractor's personnel.

6.4 At Jones Hall, Contractor shall clean all exterior glass located in the lower courtyard, including the sliding glass doors between the courtyard and the garage tunnel, on both sides of the glass. Framework, windowsills and ledges are to be cleaned inside and outside in the lower courtyard.

6.5 The ground-level entrance doors at Jones Hall are **not** included in this Scope of Services; Contractor shall, however, clean the high glass above such entrance doors.

6.6 Contractor shall clean the ground-level box office windows at Jones Hall in the interior and exterior side.

6.7 At Jones Hall, Contractor shall clean the interior glass elevator on both sides; the air vents above and below the windows on the interior main lobby facing Louisiana Street; and the frames on the top of doors on the inside and outside of the Louisiana St. and Texas St. lobbies.

6.8 At Wortham Theater Center, Contractor shall clean all interior and exterior high and ground level windows on Texas Ave., Smith, Prairie, and Preston including windowsills and ledges.

6.9 At Wortham Theater Center, Contractor shall clean all high interior and exterior balconies glass doors including windowsills and ledges.

6.10 Contractor is advised that exterior windows at George R. Brown Convention Center, Partnership Tower, and Wortham Theater Center are covered with a protective film. Contractor shall not damage such protective

window film by use of harsh chemicals, steel wool, razor blades, abrasive pads/brushes, or otherwise.

## **VII. Safety**

7.1 Contractor shall be responsible for inspecting anchorages, davits, and tie-backs at each Facility prior to performing Services.

7.2 Contractor shall provide and place temporary warning and hazard signs and temporarily close affected areas as needed when performing the Services to protect Facility users and the public.

7.3 Contractor shall section off ground-floor areas when performing overhead Services in a safe and effective manner.

7.4 Contractor shall provide fall protection, perimeter guarding and personal fall arrest systems when performing Services in areas that may expose Contractor personnel to a fall hazard.

7.5 Contractor shall arrange cables, hoses, utility connections, equipment, materials, and supplies to avoid crossing walkways, creating trip hazards, exposure to moisture or the elements, or physical damage.

## **VIII. Reporting Requirements**

8.1 General Managers shall have the right to require Contractor to check-in and check-out with a General Manager upon arrival at, and just prior to departure from, a Facility. Further, General Managers shall have the right to require Contractor to complete and sign a statement noting, at a minimum, the date and specific tasks completed during each Service visit, in a form approved by HFC.

8.2 Contractor shall immediately report to the appropriate General Manager any accident, injury, or near miss occurring during the performance of the Services and provide all necessary assistance to HFC and its contractors in the preparation of a written incident report.

8.3 Damage caused in whole or in part by Contractor, its employees, agents, contractors or subcontractors during the performance of the Services shall be reported promptly by Contractor immediately to the appropriate General Manager.

8.4 If Contractor observes leaks, damage, graffiti, or vandalism at the Facilities during the performance of the Services, then Contractor shall report same promptly to the appropriate General Manager and provide all necessary assistance to HFC and its contractors in the preparation of a written incident report.

8.5 Contractor shall identify those anchorages, davits, and tie-backs that need to be tested and provide specific recommendations to HFC for additional anchorages, davits, and tie-backs where they would increase the efficiency, effectiveness, or safety of window-cleaning operations.

## **IX. Additions and Deletions**

At any time during the Term, upon notice to Contractor, HFC shall have the right to add (or delete) similar facilities, and/or services to (or from) those set forth in this Agreement. Contractor covenants to be bound by such notices and expressly agrees that any such additions shall be on the same terms and conditions as set forth in this Agreement, including pricing. If, however, the parties agree that an additional service is materially and substantially dissimilar to the scope of services in this Agreement, then the charges therefor will be determined by mutual agreement between the parties.



**WINDOW-CLEANING SERVICES BID FORM**

**BIDS DUE:** 2:00 p.m. on **February 1, 2022** (the “Submission Deadline”)

**INSTRUCTIONS:** Submit one completed Bid Form in a sealed envelope marked “Window-Cleaning Services”. Bids must be received by mail or personal delivery no later than the Submission Deadline at the following address: Houston First Corporation, Attn: Mitch Miszkowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

**FREQUENCIES:** Frequencies stated below are estimates only. Actual service requirements shall vary, as determined by Houston First Corporation in its sole and absolute discretion.

**A. BASE SERVICES:** For each item, please enter a Unit Price and Total based on the stated Frequency estimates.

Item	Service	Unit of Measure	Unit Price	Frequency (per year)	Total
A.1	George R. Brown Convention Center (Exterior)	Per task		3	
A.2	George R. Brown Convention Center (Interior, including high dusting)	Per task		3	
A.3	Jones Hall (Exterior, excluding ground-level entrance doors on Louisiana and Texas)	Per task		3	
A.4	Jones Hall (Interior, including the glass elevator, but excluding ground-level entrance doors on Louisiana and Texas)	Per task		3	
A.5	Partnership Tower (Exterior)	Per task		3	
A.6	Partnership Tower (Interior)	Per task		3	
A.7	Skybridges (Exterior)	Per task		2	
A.8	Skybridges (Interior)	Per task		2	
A.9	Wortham Theater Center (Exterior)	Per task		3	
A.10	Wortham Theater Center (Interior)	Per task		3	
<b>Grand Total:</b>					

**B. OPTIONAL SERVICES:** Pricing is requested on the following two items – subsets of items A3 and A4 above – as these services may be needed on a more frequent basis:

Item	Service	Unit of Measure	Unit Price
B.1	Jones Hall Supplemental (Box office windows, interior and exterior)	Per task	
B.2	Jones Hall Supplemental (Courtyard-level glass, interior and exterior, including garage entrance doors)	Per task	
B.3	George R. Brown Convention Center Supplemental (Interior port hold windows, on both sides)	Per Task	

**C. BIDDER INFORMATION:** Please provide contact information in the space provided below.

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

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

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

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

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

**D. BID TERMS AND REPRESENTATIONS:** Submission of a bid represents an offer to contract with Houston First Corporation. Bid will remain valid for 90 days from the Submission Deadline. Bidder represents that Bidder has at least five years of experience providing window-cleaning services at commercial facilities comparable to the scope of this Invitation to Bid and that Bidder is validly-formed and in good standing.

**E. ACKNOWLEDGMENT:** By signing below, Bidder represents that all statements made herein by Bidder are true and correct and may be relied upon by Houston First Corporation.

\_\_\_\_\_ (“Bidder”)

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

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

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

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