

Architectural Services – Miller Outdoor Theatre

Request for Qualifications

ISSUE DATE: May 11, 2016

DUE DATE: **11:00 a.m.** on **June 9, 2016** (“Submission Deadline”)

INSTRUCTIONS: Please submit 7 paper copies and 2 electronic copies of the respondent’s Statement of Qualifications on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write “**Miller RFQ**” clearly on the outside of the sealed envelope.

SUBMIT TO: Houston First Corporation, Attn: General Counsel, 1331 Lamar St., 7th Fl., Houston, TX 77010. Submittals received by email or fax will be rejected.

CONTACT INFO: Questions concerning this RFQ must be sent by e-mail to bids@houstonfirst.com no later than **noon** on **June 2, 2016**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

OVERVIEW. Houston First Corporation (“HFC”) is pleased to issue this Request for Qualifications (“RFQ”) for experienced architects capable of refining and prioritizing projects on the grounds of Miller Outdoor Theatre (“MOT”) based on an existing long-term master plan for the development of the facility.

After reviewing each Statement of Qualification (“SOQ”) received, up to five respondents will be invited to participate in the second phase of the selection process.

HOUSTON FIRST CORPORATION. HFC is a local government corporation created by the City of Houston to enhance quality of life, advance economic prosperity and promote and position Houston as a premier destination for leisure tourism and major events.

HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, Sesquicentennial Park, Ray C. Fish Plaza, Root Memorial Square, and several other landscaped properties and parking facilities.

MILLER OUTDOOR THEATRE. Houston’s Miller Outdoor Theatre is unique in the United States, offering an 8-month season of performances that are artistically excellent, culturally diverse and free of charge to the public.

Named after mining engineer and cotton broker Jessie Wright Miller (1875-1919), the theatre is located on a prime 7.5-acre tract in Hermann Park, within walking distance of the Museum of Natural Science and Houston Zoo. Use of the site as a performing arts venue dates to May 12, 1922, when Miller Memorial Theatre was dedicated. The original facility consisted of a Doric proscenium structure flanked by twenty limestone columns.

In addition to more traditional uses, in the 1920s, the theatre served as a venue for sports fans, who gathered by the thousands to listen to live radio broadcasts of the 1925 World Series and 1927 World Heavyweight Boxing Championship.

In 1964, Houston voters approved certain capital improvement bonds to replace the outdated venue with a state-of-the-art theatre. Four years later, the new-and-improved Miller Outdoor Theatre debuted with a Labor Day weekend concert by the Houston Symphony.

In the ensuing years, the theatre has undergone three major renovations to maintain the facility and enhance the experience of patrons and performers.

The existing theatre structure features a 64' x 41' foot stage, 54 line sets for rigging, curtains and scenery, an orchestra pit which can be raised and lowered, dressing rooms, offices, a full complement of theatrical equipment, and a 110-ton air conditioning system to cool the performance area.

Seating is available for 1,705 patrons and 20 wheelchair spaces; the hill behind the main seating area can accommodate approximately 4,500 more on blankets or lawn chairs.

In light of Miller Outdoor Theatre's unique history, location and operation, HFC identified the need for a comprehensive master plan and issued a request for qualifications for such project in 2013. SWA Group, engaged as a result of the process, created a master plan for the facility in 2014 that included an ambitious array of necessary improvements and potential enhancements.

PROJECTS. HFC intends to engage a qualified firm to refine and prioritize capital projects on the grounds of Miller Outdoor Theatre based on the master plan, such as, by way of example only, some or all of the following conceptual and practical projects, organized by category for informational purposes only:

- a. **Stage House Improvements:** Relocate/secure the loading dock; Renovate back-of-house; Improve orchestra pit and security; Renovate dressing area; Improve stage air conditioning; Improve drainage for orchestra pit; Renovate concessions and toilets; Orchestra pit access from stage; Second theater / flex space additions; Enlarge scenery storage and fly loft; Expand storage and dressing rooms; Enlarge stage wings and depth.
- b. **Administration:** Reception space at covered patio on stage right; Second level for offices, conference rooms, flex space; Glass-lined concourse along exterior wall overlooking plaza and promenade; Crew toilets and lounge; Second-level outdoor balconies.
- c. **Technology:** Back-up power; Improve house lighting; Improve ventilation; Improve light circuits at follow spot locations; Improve cable pass-through; Projection surfaces; Improve house sound; Improve stage lighting; Permanent video screens; Subtitled videos; Improve lighting to use as scenery; Relocate and improve house mix position; Replace rigging equipment; Provide fixed camera positions with remote control cameras; New orchestra pit lift; TV broadcast booth; Provide infrastructure for future AV and lighting; Increase sound system coverage; Motorized rigging battens.

In the manner and to the extent HFC elects to develop projects based on practicality, funding, and other factors, the selected respondent may be engaged for schematic design, design development, construction document and construction administration services.

Additionally, the respondent may be asked to draft a capital project development program, consult with HFC on funding, attend meeting with stakeholders, and perform other tasks reasonably related to the foregoing.

SOQ FORMAT AND EVALUATION. Although HFC prefers substance over form, to be considered responsive, respondents are asked to include all of the following information in their SOQ:

- a. **Transmittal Letter:** Include a brief statement summarizing respondent's understanding of the work to be done signed by a person authorized to make representations on behalf of respondent, including his or her direct phone number and email address. Respondents **must** make a specific, unambiguous

statement accepting and agreeing to comply with the Design Services Agreement if selected, or identify any objections within or immediately following the letter. Be advised that respondents including material exceptions will be rejected without further consideration.

- b. **Profile:** Provide at least three references, including contact names, phone numbers, and a brief description of the work completed by respondent. (A model form is provided below.)
- c. **Experience:** Identify three projects completed primarily by respondent similar in scope to this Project. Provide references for each such project.
- d. **Project Team:** Identify the essential personnel who would be assigned to perform work on these project and any probable subcontractors; include a brief summary of their qualifications and note if any subcontractors are certified as MWDBEs or HUBs.

Although there is no page limitation to the SOQ, conciseness and clarity are appreciated.

MANNER OF SELECTION

This RFQ is the first step in an anticipated two-step process for selecting a firm. This RFQ includes the information necessary to prepare and submit qualifications for consideration by HFC.

Initial selection will be based on merit and qualifications. Specifically, HFC will consider experience and references, key personnel, MWDBE/HUB participation, and the overall thoroughness, relevance and organization of each SOQ.

Based on the SOQ evaluation, HFC may elect to arrange oral interviews with up to five respondents in the second step of the selection process. HFC will rank the interviewed respondents to determine the firm most qualified to perform the work.

DIVERSITY COMMITMENT. The firm 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 (See www.houstonfirst.com/Do-Business). The specific goal for this Project is **33%** of the total value of the contract. Firms should note if they are certified as a diversity participant in their submittal; however, such certification does not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

RESTRICTIONS ON COMMUNICATIONS. From the date issued until the Submission Deadline, respondents are directed not to communicate with any HFC employee or director regarding any matter relating to this RFQ, other than through bids@houstonfirst.com. HFC reserves the right to reject any SOQ due to violation of this provision.

LETTERS OF CLARIFICATION. Any revisions to be incorporated into this Invitation to RFQ will be confirmed in a written letter to all potential respondents ("Letter of Clarification") prior to the Submission Deadline. When issued by Houston First Corporation, Letters of Clarification automatically become part of this RFQ and shall supersede any previous specifications or provisions in conflict therewith. By submitting a SOQ, respondents shall be deemed to have received all Letters of Clarification and to have incorporated them into their SOQ. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each respondent to monitor www.houstonfirst.com/Do-Business to ensure they receive any such Letters of Clarification.

PRE-SUBMITTAL CONFERENCE. A pre-submittal conference will not be held as part of this RFQ.

FORM OF AGREEMENT. By submitting a SOQ, each respondent represents that, if selected by HFC to perform services on this Project, they shall enter into the Design Services Agreement attached hereto as Attachment "A". If a respondent takes exception to any portion of such agreement, then such respondent must

submit a list of such exceptions as part of its transmittal letter in response to this RFQ; provided, however, that HFC reserves the right to reject SOQs including substantive objections without further review or consideration.

RFQ PACKETS. A complete copy of this RFQ, including attachments, necessary forms and other relevant information is available on-line at www.houstonfirst.com/Do-Business.

PUBLIC INFORMATION. As HFC is subject to the Texas Public Information Act ("TPIA"), all information submitted by respondents is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Respondents will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

CONFLICTS OF INTEREST. Respondents are advised that they have an obligation to disclose any affiliation or business relationship that might cause a conflict of interest with HFC. Those who need the disclosure form may find it online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a SOQ, respondents represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

WITHDRAWAL; ERROR. SOQ 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.

**DESIGN SERVICES AGREEMENT
MILLER OUTDOOR THEATRE**

This Design Services Agreement for Miller Outdoor Theatre (“Agreement”) is made by and between Houston First Corporation (“HFC”), a Texas local government corporation whose address is 1001 Avenida de las Americas, Houston, TX 77010, and [TBD] (“Firm”), whose address [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE 1: RESPONSIBILITIES OF FIRM

1.1 Firm shall provide all labor, equipment and materials to necessary to manage, coordinate, and complete the professional design services in accordance with this Agreement, including the Scope of Services attached hereto as [TBD] and made a part hereof for all purposes.

1.2 Firm shall perform its services consistent with the professional skill and care ordinarily provided by persons practicing in the same or similar locality under the same or similar circumstances. Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. Firm shall identify a representative authorized to act on behalf of Firm with respect to the work performed hereunder.

1.3 Except with HFC’s prior knowledge and written consent, Firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Firm’s professional judgment with respect to the work or this Agreement.

1.4 Firm shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Firm shall immediately notify HFC of any suspension, revocation, or other detrimental action against any such license, permit or certificate. Firm shall comply with all applicable federal, state and local laws and regulations, including the City of Houston Code of Ordinances.

1.5 The term of this Agreement shall commence on the Effective Date [the date signed by HFC] and end on December 31, 2017 (“Term”). HFC may, in its discretion, renew the Term for two additional one-year terms (each a “Renewal Term” and collectively, “Renewal Terms”) on the same terms and conditions as set forth herein. HFC may exercise such option by notifying Contractor in writing prior to the expiration of the Term or applicable Renewal Term. No expiration of the Term, or sooner termination of this Agreement, shall affect, impair or abridge Contractor’s duties and responsibilities, or liabilities with regard to, the services performed during the Term.

1.6 Firm agrees that all materials to be prepared under this Agreement and all HFC data received by Firm shall be kept in strictest confidence and used only to achieve the ends of this Agreement. Firm shall not divulge such information to any person who cannot promote the interests of HFC, except to the extent required by law or prior approved in writing by HFC

1.7 Firm shall make good faith efforts to award subcontracts equal to **33%** of the value of this Agreement to Firm to certified, diverse suppliers of goods and services in accordance with the Diversity Program established by HFC, which is made a part hereof for all purposes. Firm 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.

ARTICLE 2: PAYMENT

2.1 Subject to all terms and conditions of this Agreement, HFC agrees to pay Firm an amount not to exceed [TBD], based on the hourly rates for services attached hereto as hereto as [TBD] and made a part hereof for all purposes. Expenses will be reimbursable at cost, provided such expenses are approved in advance and in writing by HFC.

2.2 Firm will be paid on the basis of monthly invoices submitted by Firm, and approved by HFC, detailing the services provided by Firm 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 Firm within 30 calendar days of the receipt and approval by HFC of such invoices.

2.3 If any items in any invoices submitted by Firm 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 Firm of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on an invoice for the disputed item only.

ARTICLE 3: INSURANCE

3.1 With no intent to limit Firm's liability under the indemnification provisions, Firm shall provide and maintain, and shall require its contractors and subcontractors to maintain, from the Effective Date, until final completion of all work related hereto, the following insurance and available limits of liability:

Commercial General Liability	Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	Combined single limit of \$1,000,000
Professional Liability	Limits of \$1,000,000 per claim and \$2,000,000 aggregate
Workers' Compensation	Statutory limits for Workers' Compensation
Employer's Liability	Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee

3.2 The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

3.3 Endorsements. Each policy, except those for Workers' Compensation, Employer's Liability and Professional 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. Each policy, except Professional Liability, must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation.

3.4 Premiums and Deductibles. Firm shall be solely responsible for payment of all insurance premiums hereunder. Firm 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.

3.5 Primary Insurance. Each policy hereunder, except Workers' Compensation and Professional Liability insurance, shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

ARTICLE 4: LIMITATION OF LIABILITY

4.1 FIRM AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY FIRM UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM.

4.2 FIRM AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HFC, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF FIRM UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM.

4.3 FIRM SHALL DEFEND, INDEMNIFY, AND HOLD INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. FIRM DOES NOT INDEMNIFY INDEMNITEES FOR THEIR NEGLIGENCE.

4.4 FIRM SHALL CAUSE 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.

4.5 If HFC or Firm receives notice of any claim or circumstances, which 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.

4.6 This notice does not estop 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 Firm is prejudiced, suffers loss, or incurs expense because of the delay.

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

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

ARTICLE 5: TERMINATION

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

5.2 HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Firm. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Firm 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, Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the fees to Firm for services actually performed, but not already paid for, in the same manner as prescribed herein.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE FIRM'S EXCLUSIVE REMEDIES FOR HFC'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. FIRM 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 HFC'S TERMINATION FOR CONVENIENCE.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 7 calendar days' after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement.

6.2 Successors and Assigns. HFC and Firm, respectively, bind themselves, their partners, successors, assigns

and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Firm shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of HFC.

6.3 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.

6.4 Inspections and Audits. HFC and its designees shall have the right to examine and review Firm's books, records and billing documents which are directly related to performance or payment under this Agreement. Firm shall maintain such books, records, and billing documents for 3 years after the cessation of Firm's services under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

6.5 Ownership of Documents. Firm shall grant and assign and hereby does grant and assign to HFC all right, title, interest and full ownership worldwide in and to all Instruments of Service, including any modifications or improvements thereto, that are developed, written or produced by Firm, its agents, employees, contractors and subcontractors pursuant to this Agreement. Firm shall execute all documents required by HFC to further evidence such assignment and ownership. Firm shall cooperate with HFC in registering, creating or enforcing any copyrights or other possessory or proprietary rights arising hereunder. As used herein, the term "Instruments of Service" includes all representations, in any medium, of the tangible and intangible creative work performed by Firm including, without limitation, reports, studies, conceptual designs, surveys, models, sketches, drawings, photographs, graphics, logos, slogans, specifications, and other similar materials.

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

6.7 Independent Contractor. The relationship of Firm to HFC shall be that of an independent contractor. Firm has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

6.8 Governing Law/Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions and applicable section of the City of Houston Code of Ordinances. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

6.9 Survival. Firm shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement.

6.10 Extent of Agreement. This Agreement, including the exhibits, represents the entire and integrated agreement between HFC and Firm and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing signed by both parties.

[Signature page and Scope of Services to follow in final agreement]

REFERENCE FORM

Bidders must be able to demonstrate that they have performed services comparable in size and scope to those described in this Bid. Three references should be provided in the space provided below.

Company/Bidder Name: _____ **Years in Business:** _____

Reference #1

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email: _____

Description of Services _____

Reference #2

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email: _____

Description of Services: _____

Reference #3

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email: _____

Description of Services: _____
