

## Production Architectural Services

### Request for Qualifications

ISSUE DATE: May 5, 2017

DUE DATE: **10:00 a.m. on May 24, 2017** (“Submission Deadline”)

INSTRUCTIONS: Please submit 5 paper copies and 1 electronic copy of the respondent’s Statement of Qualifications (“SOQ”) on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write “**Architectural Services RFQ**” clearly on the outside of the sealed envelope. Submittals received by email, fax or after the Submission Deadline will be rejected.

SUBMIT TO: Houston First Corporation, Attn: Lisa Hargrove, General Counsel, 701 Avenida de las Americas, Ste. 200, Houston, TX 77010.

CONTACT INFO: Questions concerning this RFQ must be sent by e-mail to [bids@houstonfirst.com](mailto:bids@houstonfirst.com) no later than **10:00 a.m. on May 15, 2017**. Questions will be answered collectively in the form of a Letter of Clarification and made available at [www.houstonfirst.com/do-business](http://www.houstonfirst.com/do-business)

**PROJECT OVERVIEW.** Houston First Corporation (“HFC”) is pleased to issue this Request for Qualifications (“RFQ”) for experienced architectural firms able to develop and generate draft and final architectural documents for the conversion of the former Executive Lounge into guest rooms on the 19th floor of Hilton Americas-Houston Hotel (the “Project”).

The firm selected will work from documents generated by an interior design team, and approved by Hilton Worldwide and HFC, to provide a full set of documents that are required by the City of Houston to obtain a construction permit as well as to provide sufficient details so that qualified general contractors may provide a complete bid to construct the Project and successfully obtain a certificate of completion so that the rooms may be sold in a timely basis. The construction documents required will include, but not limited to, details on plumbing, electrical, HVAC, structural, finishes and general construction and will work in conjunction with the interior design team to coordinate the desired outcome of the Project.

Firms are advised that HFC estimates that the total project cost will not exceed \$500,000, inclusive of all professional design fees.

Other small-scale projects at HFC facilities are anticipated and may be added to the scope of services for the architectural firm selected as the result of this RFQ process by amendment or separate agreement with such firm or the second-ranked firm based on the SOQs received and evaluated hereunder.

**BACKGROUND.** 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.

The Hilton-Americas Houston, located in the heart of downtown Houston, is connected to the George R. Brown Convention Center via two indoor skywalks. This premier Houston hotel is just steps away from Discovery Green Park, Toyota Center, BBVA Compass Stadium, and Minute Maid Park.

**MINIMUM QUALIFICATIONS.** Respondents must have significant experience with production architectural services, including completed renovation/expansion projects in occupied facilities. To be considered, firms must timely submit a complete SOQ and agree to enter into the Production Architectural Services Agreement if selected.

**SOQ FORMAT AND EVALUATION.** To be considered responsive, respondent firms are asked to include the following information in their SOQ:

- a. **Transmittal Letter:** Write a letter introducing the respondent firm and communicating effectively why the firm should be selected for this Project. The letter must be signed by a person authorized to make representations on behalf of the firm and include a direct phone number and email address. Respondents must make a specific, unambiguous statement accepting and agreeing to comply with the Production Architectural Services Agreement if selected.
- b. **Firm Profile:** Provide a brief overview of the respondent firm's background, areas of expertise, strengths, methodology, and ability to exceed the expectations of its clients.
- c. **Project Team:** Identify the essential personnel who would be assigned to perform work on this project, such as the project manager, responsible corporate executive and any probable subcontractors; include a brief summary of their qualifications and note if any are certified as MWDBEs or HUBs.
- d. **Experience:** Describe three projects completed primarily by the firm (including members of the proposed team) similar in scope and type to this Project. Provide current references for each such project.

Although there is no page limit for the SOQ, HFC requests that respondent firms ensure that their responses clear and concise.

HFC will review and rank every SOQ received in response to this RFQ based on the following weighted criteria: Transmittal Letter (20%); Firm Profile (20%); Project Team (30%); and Experience (30%).

The top-ranked firm will be asked to submit a proposal, including fees, for this Project. HFC reserves the right to use the results of the evaluation to engage the second-ranked firm for other small-scale projects at HFC facilities.

**RESTRICTIONS ON COMMUNICATIONS.** From the date issued until the Submission Deadline, respondents are directed not to communicate with any HFC or Hilton-Americas Houston employee, officer or director regarding any matter relating to this RFQ, other than through [bids@houstonfirst.com](mailto: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](http://www.houstonfirst.com/Do-Business) to ensure they receive any such Letters of Clarification.

**DIVERSITY.** Firms should note in their SOQ if they (or their probable subcontractors) are diversity participants certified by one or more of the approved identified certification agencies defined in the HFC Diversity Program

(See [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business)). No specific goal has been established for this Project due to its limited scope. If additional services, such as other, in-house projects are required by HFC, then firms should expect that a diversity goal will be established by amendment or a separate agreement signed by both parties.

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

**FORM OF AGREEMENT.** The forms of agreement for this Project, the Production Architectural Services Agreement, is attached hereto as Attachment "A". Respondent firms that have not agreed to enter into the agreement if selected are nonresponsive and will be rejected without further review or consideration.

**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](mailto:bids@houstonfirst.com) prior to the Submission Deadline.

## ATTACHMENT "A"

### PRODUCTION ARCHITECTURAL SERVICES AGREEMENT

This Production Architectural Services Agreement ("Agreement") is made by and between Houston First Corporation, a Texas local government corporation ("HFC") whose address is 701 Avenida de las Americas, Ste. 200, 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 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

#### ARTICLE 2: PAYMENT

2.1 Subject to all terms and conditions of this Agreement, HFC agrees to pay Firm as follows [TBD]. 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 Each policy, except those for Workers' Compensation and Professional Liability, must include an additional insured endorsement in favor of HFC; Houston First Holdings, LLC; Hilton Worldwide, Inc.; and the Variable Annuity Life Insurance Company c/o AIG Asset Management (collectively, the "Additional Insured Parties").

3.3 Each policy, except Professional Liability, must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation against the Additional Insured Parties.

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

3.6 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.

### ARTICLE 4: LIMITATION OF LIABILITY

**4.1 FIRM AGREES TO AND SHALL RELEASE THE ADDITIONAL INSURED PARTIES AND THEIR 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 THE ADDITIONAL INSURED PARTIES AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS HARMLESS FROM**

**AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DEMANDS, 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.**

**4.4 FIRM SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE ADDITIONAL INSURED PARTIES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE ADDITIONAL INSURED PARTIES.**

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 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 Additional Insured Parties to comply with restrictions or limitations that adversely affect their interests, (ii) would require the Additional Insured Parties to pay amounts that Firm does not fund in full, (iii) would not result in the Additional Insured Parties' 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 Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby

6.8 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.

6.9 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.

6.10 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.

6.11 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 block and Scope of Services to follow in final agreement]