



INTERNATIONAL REPRESENTATIVE SERVICES (U.K.) REQUEST FOR PROPOSALS

ISSUE DATE: March 6, 2024

DUE DATE: **2:00 P.M. CDT on April 18, 2024** (“Submission Deadline”)

INSTRUCTIONS: Proposers are asked to submit three (3) paper copies and one (1) electronic copy of their Proposal on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. All electronic files should include the name of the company as the first part of the file name. 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. Please write **Tourism (UK) RFP** clearly on the outside of the sealed package.

CONTACT INFO: Any questions concerning this RFP must be submitted by email to bids@houstonfirst.com no later than **10:00 a.m. CDT on March 28, 2024**. Material questions received will be answered collectively, rather than individually, in a Letter of Clarification made available online at www.houstonfirst.com/do-business. Questions may be edited or combined for clarity or length at the discretion of HFC.

PURPOSE AND OVERVIEW

Houston First Corporation (“HFC”) requests proposals from experienced and highly-qualified firms capable of providing travel industry marketing and media relations representation in the United Kingdom (each a “Proposer” and, collectively, “Proposers”). The firm selected, which must have a London office, shall be responsible for promoting Houston as a premier destination through coordination of media efforts for events/activities, advising HFC on business-to-business and business-to-consumer marketing and public relations opportunities, communicating with media outlets, participating and tourism industry trade shows/sales missions, and working with leading online travel agencies, wholesalers, airlines, tour operators, and retail travel agencies throughout the UK.

BACKGROUND

HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC is the primary entity responsible for marketing Houston and increasing awareness of its many attractions and amenities.

HFC is responsible for the operation and management of the George R. Brown Convention Center, Avenida Houston, Partnership Tower, Wortham Theater Center, Jones Hall for the Performing Arts, Miller Outdoor Theatre, an array of outdoor properties, and parking facilities that can accommodate nearly 10,000 vehicles.

HFC represents the consolidation of the former City of Houston Convention & Entertainment Facilities Department and the Houston Convention Center Hotel Corporation. The Houston Convention Center Hotel Corporation (now called Houston First Corporation) was organized in 2000. The consolidation with the Convention & Entertainment Facilities Department was effective on July 1, 2011.

PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will not be held in connection with this RFP.

LETTERS OF CLARIFICATION

Responses to all material questions timely submitted by potential Proposers, as well as revisions incorporated into this solicitation by HFC, if any, will be confirmed collectively in one or more letters posted online at www.houstonfirst.com/do-business (each a "Letter of Clarification"). When issued, each Letter of Clarification will become part of this solicitation and automatically supersede any previous specifications or provisions in conflict therewith. By submitting their Proposal, Proposers shall be deemed to have reviewed all Letters of Clarification on the website, considered all responses, as well as any revisions, and incorporated them into their submittal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of Proposers to monitor the foregoing website and ensure they review any such Letters of Clarification and incorporate them in their Proposal.

PROPOSAL FORMAT

Although HFC prefers substance over form, to be considered responsive, Proposers are asked to include the following information in their proposal:

- a. **Transmittal Letter:** Write a brief letter summarizing Proposer's understanding of the services required and communicate effectively why the Proposer should be selected. The letter must be signed by a person authorized to make representations on behalf of the Proposer and include a direct phone number and email address. Proposers must make a specific, unambiguous statement accepting and agreeing to sign, if selected, the International Representative Services Agreement.
- b. **Profile:** Provide a brief profile of the Proposer, noting its history, strengths and distinguishing skills. Confirm that the Proposer maintains a London office and describe its typical activities. Provide a list of all clients in the United States for whom Proposer provides similar services in the United Kingdom, including states, cities and destination marketing organizations.
- c. **Team:** Describe the Proposer's approach to the services and the composition of the team that would be assigned to provide services to HFC. Including a summary of their experience and qualifications. An ideal Proposer will have a person dedicated to the Houston account for media relations and travel trade in the UK market, which HFC acknowledges could be the same individual.

- d. **Pricing:** Proposers are asked to submit their best pricing for services as a fixed monthly fee or hourly rates with a not-to-exceed amount. All potential service fees and charges to HFC must be fully disclosed. Proposers should review the Reimbursable Expenses section provided in the International Representative Services Agreement.
- e. **Value-Added Services:** Proposers are asked to detail any additional or unique services provided by Proposer, above and beyond the services sought within this RFP. Costs to HFC for such additional services – if any – must be defined clearly.

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

EVALUATION

HFC will review and rank every proposal received in response to this RFP based on the following weighted criteria: Transmittal Letter, including expressed acceptance of the International Representative Services Agreement; (10 points); Profile (20 points); Team (30 points); Pricing (30 points), and Value-Added Services (10 points).

HFC expects to enter into a contract with the Proposer offering the best value to HFC, as measured by HFC utilizing the foregoing evaluation criteria. HFC reserves the right to schedule interviews with the top-ranked firms, not to exceed five, prior to selecting a Proposer. If interviews are scheduled, then up to an additional 20 points may be added to the existing scores of the top-ranked firms, for a maximum possible total of 120 points, based on their responsiveness and project approach during such interviews.

Without limiting the foregoing, HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select one or more proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract or issue a purchase order. HFC shall not pay or reimburse any costs incurred in the preparation of a proposal or participation in an interview incurred by any person or entity in connection with this RFP. By submitting a Proposal, Proposers acknowledge that some subjective judgments must be made by HFC in the RFP process. HFC reserves the right to request proposal clarifications/additional information from some or all Proposers.

FORM OF AGREEMENT

By submitting a response to this RFP, Proposer agrees, upon notice of selection, to enter into the International Representative Services Agreement provided below. Any questions or objections to the terms must be raised prior to submission of a Proposal by submitting an email to bids@houstonfirst.com no later than ten (10) calendar days prior to the Due Date. Responses to material questions and issues will be included in a Letter of Clarification. Submission of preprinted forms or alternative legal terms by a Proposer shall in a Proposal being deemed as non-responsive.

VENDOR CODE OF CONDUCT

Proposers who do business or seek to do business with HFC are expected to interact with HFC with high ethics and integrity. To promote ethical conduct by its existing and potential contractors, HFC has adopted a Code of Conduct for Vendors, available online at www.houstonfirst.com/do-

[business](#). HFC requires that all Proposers be familiar with and abide by the Code of Conduct for Vendors. Without limiting the foregoing, Proposers must disclose if they have, within the past five years, (i) been party to a service contract terminated for cause, or (ii) received material, adverse findings from any governmental authority having regulatory oversight of services similar to those required hereunder.

RESTRICTIONS ON COMMUNICATIONS

Throughout the selection process, commencing with the Issue Date, potential Proposers are directed not to communicate, directly or indirectly, with any HFC employee, officer, director, or selection committee member regarding their Proposal, or any matter relating to this solicitation, other than through bids@houstonfirst.com. Proposers who disregard this Restrictions on Communications provision do so at their peril, as **HFC reserves the right to reject any proposal received due to violation of this provision.**

CONFLICTS OF INTEREST

Proposers 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](#). By submitting a proposal, Proposers represent to HFC that they have complied with the requirements of Chapter 176 of the Texas Local Government Code.

PROTEST PROCEDURES

Any protest relating to the form, terms and conditions, selection criteria, specifications, exhibits, or any other material solicitation content must be filed by the actual or potential Proposer with the Purchasing Agent no later than five business days prior to the Submission Deadline. If the protest consists of a dispute regarding the Proposer 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 Proposer after the Submission Deadline, but at least three business days prior to consideration of a contract resulting from this solicitation 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 Proposer, with sufficient information to establish that a bona fide Proposer is the person or entity filing the protest; (b) The full title of the solicitation; (c) Material grounds for the protest, including the provisions of the solicitation and the applicable law or regulation that serves as the basis for the protest; (d) A statement of the specific relief requested by the Proposer; (e) Reference to and attachment of any pertinent documents or sources relied upon by the protestor that the protestor 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 Proposer promptly to acknowledge receipt of a protest.

PUBLIC INFORMATION

HFC is subject to the Texas Public Information Act ("TPIA"). Information submitted by Proposers 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. Proposers 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 OF PROPOSAL; ERRORS

To withdraw a Proposal due to an error or any other reason, a written request from the Proposer must be received at bids@houstonfirst.com prior to the Submission Deadline.

RFP PACKETS

A complete copy of this RFP, including exhibits, necessary forms and other relevant information is available on-line at www.houstonfirst.com/do-business. This RFP provides the information necessary to prepare and submit a proposal for consideration and ranking by HFC.

INTERNATIONAL REPRESENTATIVE SERVICES AGREEMENT

This International Representative 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, Texas 77010, and [TBD] (“Representative”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE 1: RESPONSIBILITIES OF REPRESENTATIVE

1.1 Representative agrees to and shall provide all labor and supervision necessary to provide and perform the services in accordance with this Agreement, including the Scope of Services attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

1.2 The term of this Agreement shall commence on the date of countersignature by HFC (the “Effective Date”) and, unless sooner terminated, extend through **December 31, 2025** (the “Term”). HFC may, in its discretion, renew the Term for up to two additional terms, each one-year in length, on the same terms and conditions as provided in this Agreement. HFC may exercise such option by notifying Representative in writing prior to the expiration of the initial Term or then-current renewal Term. HFC may further extend the Term by up to an additional six calendar months, on the same terms and conditions, to ensure the completion and/or continuity of the services, by notifying Representative in writing of such extension prior to the expiration of the last renewal Term.

1.3 Representative shall undertake and complete its services in a manner commensurate with the best interests of HFC and consistent with the skill, judgment, diligence, and care ordinarily provided by persons performing comparable services. Representative shall perform expeditiously to ensure the timely and orderly completion of its services.

1.4 Representative shall act in accordance with applicable laws and regulations, including the UK GDPR, and observe high standards of ethics in the conduct of its services and responsibilities under this Agreement.

1.5 Representative shall not take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of HFC property or information. Representative represents that it is not a party to any outstanding agreement creating or appearing to create a conflict of interest with regard to its services hereunder or that would preclude Representative from complying with this Agreement; Representative shall not enter into any such conflicting agreement during the Term.

1.6 Representative represents and warrants that Representative (including its directors, officers, employees, contractors, and agents) has not violated, and shall strictly comply with, applicable provisions of the U.S. Foreign Corrupt Practices Act, as amended (“FCPA”) and shall not engage in bribery, extortion, kickbacks, or other unlawful or improper means of obtaining or conducting business in any manner or to any extent. In the conduct of its services under this Agreement, Representative shall not, directly or indirectly, offer, pay, promise to pay, or authorize offering or payment of anything of value to an official of any government (including a department, agency, controlled entity, or instrumentality thereof), political party, party official, candidate for political office, or international public organization (collectively “Official”) for the purpose of influencing any act or decision of such Official; inducing such Official to do or omit to do some action; or inducing such Official to influence any act or decision of such

government in order to assist in obtaining or retaining business or directing business to HFC, Representative, or any other person or entity.

1.7 Representative shall not subcontract or delegate any portion of the services without the advanced written consent of HFC.

ARTICLE 2: PAYMENT

2.1 Subject to all terms and conditions of this Agreement, HFC agrees to pay Representative \$[TBD] USD per month for the performance of the services detailed in the Scope of Services.

2.2 Reasonable expenses incurred by Representative in the performance of its services under this Agreement will be reimbursed at cost; provided such expenses are approved in advance and in writing by HFC, and further provided that HFC reserves the right to require Representative to submit estimated travel expenses in a pre-approved form. For the avoidance of doubt, the parties agree that reimbursable expenses shall not include first-class travel or accommodation, overhead or general administrative costs.

2.3 Representative will be paid on the basis of monthly invoices submitted by Representative, and approved by HFC, detailing the services provided by Representative and pre-approved expenses incurred 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 Representative within 30 calendar days of the receipt and approval by HFC of such invoices.

2.4 If any items in any invoice submitted by Representative 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 Representative of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Representative shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. All payments to Representative contemplated hereunder shall be paid in U.S. funds; pre-approved expenses incurred in non-U.S. currency will be converted by HFC to U.S. funds at time of payment.

ARTICLE 3: CONFIDENTIALITY

3.1 As used herein, the term “Confidential Information” shall mean any information relating to the business, operations, plans, finances, or assets of HFC (whether oral or written, and whether in electronic or other form) disclosed to Representative or learned or developed by Representative in connection with the performance of by Representative under this Agreement.

3.2 Representative agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Representative protects its own confidential information, but in any event with no less than a commercially reasonable standard of care; use Confidential Information only for purposes permitted or necessary to fulfill contractual obligations between Representative and HFC; not copy or otherwise duplicate Confidential Information, or knowingly allow anyone else to copy or otherwise duplicate any Confidential Information then under its control; restrict disclosure of Confidential Information solely to select employees on a need-to-know basis who are under legal obligations requiring them to keep such Confidential Information confidential; not take advantage of any

business opportunity based on or derived in whole or in part from the Confidential Information; and not otherwise disclose Confidential Information to any other person or entity.

3.3 Representative hereby acknowledges and agrees that in the event of any actual or threatened breach of this Agreement (including, without limitation, disclosure of the Confidential Information), HFC may suffer irreparable harm and injury and no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Representative agrees that, in addition to all other rights and remedies available at law or in equity (all of which are reserved by HFC), HFC shall be entitled to injunctive relief and specific performance under this Agreement, as well as the right to recover all costs (including reasonable attorneys' fees) that may be incurred to enforce this Agreement.

3.4 If Representative is legally compelled, pursuant to a subpoena or other applicable law to disclose any Confidential Information disclosed to it by HFC, then Representative agrees that it shall provide HFC with reasonably prompt notice of such request or requirement, and will in good faith consult with and consider the suggestions of HFC concerning the nature and scope of such Confidential Information the Representative proposes to disclose.

ARTICLE 4: RELEASE AND INDEMNIFICATION

4.1 Release. **TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, REPRESENTATIVE AGREES TO AND HEREBY DOES RELEASE HFC, INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AND CONTRACTORS, FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE PERFORMANCE OF SERVICES BY REPRESENTATIVE.**

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

4.3 Limitation of Liability. HFC shall not be liable to Representative for any indirect, consequential, special, incidental, punitive, or exemplary damages, 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 could have foreseen such damages. Representative agrees that Representative's remedies hereunder shall be limited to an action at law for money damages for breach of contract and in no event shall same have

any right to seek or obtain any equitable relief or to rescind or terminate this Agreement or any of the rights of or granted to HFC hereunder.

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 Representative. 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, Representative shall immediately discontinue all services under this Agreement and cancel any existing orders or subcontracts chargeable to this Agreement. After receiving the termination notice, Representative shall promptly submit an invoice detailing services performed up to the termination date. HFC shall then pay the fees to Representative for services actually performed, but not already paid for, in the same manner as prescribed herein.

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 authorities. 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 10 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 Inspections and Audits. HFC and its designees shall have the right to examine and review Representative's books, records and billing documents which are directly related to performance or payment under this Agreement. Representative shall maintain such books, records, and billing documents for two years after the cessation of Representative'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.

6.3 Works for Hire. Representative 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 Representative, its employees, contractors, agents, and subcontractors pursuant to this Agreement. Representative shall execute all documents required by HFC to further evidence such assignment and ownership.

Representative 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 Representative including, without limitation, articles, newsletters, brochures, reports, studies, databases, conceptual designs, surveys, questionnaires, models, sketches, drawings, photographs, graphics, logos, slogans, specifications, and other, similar documents and materials.

6.4 Successors and Assigns. HFC and Representative, 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. Representative shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of HFC.

6.5 Non-Waiver. Failure of HFC 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.

6.6 Independent Contractor. The relationship of Representative to HFC shall be that of an independent contractor. Representative 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. Representative is not an agent of HFC and is not authorized to transact business, enter into agreements, or otherwise make commitments in the name of or on behalf of HFC. Representative is solely responsible for payment for all taxes of any kind or type assessed or collected by any governmental entity on amounts paid Representative under this Agreement, as none will be withheld or paid by HFC.

6.7 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 with the United States Postal Service by 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.

6.8 Survival/Severability. Representative 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. 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.

6.9 Governing Law/Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

6.10 Extent of Agreement. This Agreement, including any exhibits which are made a part hereof, represents the entire and integrated agreement between HFC and Representative and supersedes all prior negotiations, representations or agreements either written or oral. Upon execution of this Agreement, any services performed previously by Representative on behalf and included in the Scope of Services are deemed part of the work and shall be subject to the terms and conditions thereof. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

[signature block to follow in final agreement]

EXHIBIT "A" **SCOPE OF SERVICES**

[TBD] ("Representative") agrees to and shall provide all labor and supervision necessary to provide and perform the services set forth below, subject to the terms and conditions of the foregoing Agreement.

I. MEDIA RELATIONS AND MARKETING

1. Assign a dedicated professional person to work on the Houston account. This person should be the "face" of Houston throughout key media contacts in the U.K. region (the "Territory").
2. Assist in coordination of media efforts for events and activities, including but not limited to sales missions and familiarization trips, aimed at promoting Houston as a premier destination relating to the tourism market in the Territory, as instructed by the HFC.
3. Generate measurable results from marketing efforts, including advertising value of media coverage generated and exposure of the Houston travel product to targeted consumers; 15 million impressions for the UK through positive media outreach throughout the year.
 - a. Provide monthly reports to HFC on marketing efforts.
4. Identify opportunities and advise HFC on business-to-business and business-to-consumer marketing and public relations opportunities as they arise in markets in the Territory, including traditional and social media.
 - a. Provide monthly reports to HFC on opportunities.
5. Maintain communication with media outlets, including travel trade media outlets (traditional and digital) within key markets in the Territory as requested and keep such outlets updated of events and activities taking place in Houston and in developing stories about Houston.
 - a. Provide monthly reports to HFC on activities.
6. Act as liaison to such travel/trade media entities and assist in the gathering of and presentation of information on behalf of HFC.
7. Maintain a Houston specific e-mail and phone number for all inquiries related to Houston.
8. Represent and follow-up as requested on media leads generated at major trade shows events as directed by HFC.
 - a. Provide monthly reports to the HFC on follow-ups from media leads.

9. Respond to direct inquiries referencing the Greater Houston area by maintaining an active library of current events and activities, access to official photo library and logos, and other brochures, and facilitating distribution with appropriate responses to questions asked by the travel trade audience throughout the Territory.
10. Maintain communication via regular e-mail with the HFC personnel.
11. Write and distribute press releases about Houston as needed.
12. Provide HFC with monthly activity reports formatted to the sole satisfaction of the HFC. Monthly activity reports will be due at the latest, by the 5th of each month, for the previous month's work.
13. Other services reasonable related to the foregoing.

II. TOURISM

1. Assign a dedicated professional person to work the travel trade sector of the UK market on the Houston account. This person should be the “face” of Houston to all major players in the UK travel trade sector.
2. Participate in tourism industry focused trade shows and sales missions as directed. Follow up as necessary with clients to strengthen brand engagement, detect new RFPs and help increase sales.
3. Work with leading online travel agencies, wholesalers, tour operators, retail travel agencies, etc., in the Territory to quantify and qualify the full amount of room night business they generate to Houston. Based on that information create tactics to maximize sales production.
4. Create strategic action plans that support HFC's global visitor goal and establish cooperative and strong relations with key clients. Update and modify strategies as needed and directed by HFC.
5. Proactively and consistently reach out to travel trade professionals and complete a minimum of 10 sales visit in the Territory for each full calendar month of the Term.
 - a. All activity must be logged in the database following HFC guidelines. All activity should be reported to HFC monthly.
6. Generate on average 2 UK travel trade leads per month during the Term that result in direct FIT or group business leads to HFC stakeholders.
 - a. All communication must be logged in the database following HFC guidelines, and follow-up and responses should be in a professional and timely manner. All activity should be reported to HFC monthly.
7. Meet or exceed 1,000 room nights per quarter/4,000 per year from the Territory. These room nights will be counted from operators, agencies, hotels, and campaigns.
8. Create at least 6 new tourism packages that increase sales to Houston. Maintain an updated list of all tourism packages currently in the Territory.

9. Achieve a minimum of 200 new registrations for Houston Travel Pros from the UK region.
10. Maintain communication with top producers in key and secondary markets in the Territory to keep them updated about events, activities and opportunities taking place in Houston and to assist in developing new product for Houston.
11. Act as liaison to top producers, airlines, etc., and assist them in the gathering of and presentation of information on behalf of the HFC.
12. Support, plan and attend up to two sales/media missions per year.
13. Support, plan and attend up to 4 familiarization trips as requested.
14. Follow-up on leads generated via tradeshow and sales missions in a timely manner.
 - a. All activity must be reported to HFC monthly.
15. Coordinate special travel trade events as requested by the HFC.
16. Respond and document direct inquiries from trade clients about the Houston area by maintaining and active library of current events and activities, access to official photo library and logos, and other brochures, and facilitating distribution with appropriate responses to questions asked by the trade and convention clients throughout the Territory.
17. Provide the HFC with monthly performance reports, which shall be accompanied by appropriate reimbursable expenses, in accordance with the terms of the Agreement.
18. Attend bi-weekly meetings with the HFC tourism staff. Maintain regular communication via regular e-mail or phone calls to the HFC staff as well as other members as needed.
19. Other services reasonably related to the foregoing.

III. OTHER SERVICES

1. Assist the HFC in the promotion of all of its assets as needed.
2. Assist HFC in the promotion of its owned trade shows, such as Comicpalooza and others in the Territory. This will include helping build attendance or bringing exhibitors for these shows, helping co-locate Territory meetings with the Houston-based meetings and promoting such trade shows to travel professionals.
3. Maintain relationships with air carriers serving Houston from key Territory markets to pursue co-op opportunities.
4. To the extent approved by HFC, attend trade shows or events related to the film or television production industry on behalf of the Houston Film Commission, a brand owned by HFC.