



OFFICIAL VISITORS GUIDE PUBLISHER
REQUEST FOR PROPOSALS (“RFP”)

ISSUE DATE: June 25, 2018

DUE DATE: **2:00 p.m. on July 18, 2018** (“Submission Deadline”)

INSTRUCTIONS: Please submit five (5) paper copies and one (1) electronic copy of the proposer’s proposal (“Proposal”) on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write “**Visitors Guide RFP**” 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: Mitch Miskowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

CONTACT INFO: Any questions concerning this RFP must be submitted by e-mail to bids@houstonfirst.com no later than **9:00 a.m. on July 11, 2018**. Questions will be answered collectively in the form of one or more letters of clarification (each a “Letter of Clarification”) and made available online for all prospective proposers at www.houstonfirst.com/do-business.

1. OVERVIEW

Houston First Corporation (“HFC”) requests responsive proposals (“Proposals”) from experienced publishers able to design, publish and distribute the Official Houston Visitors Guide (“OVG”) in accordance with the requirements of this RFP.

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 manages and operates more than 10 city-owned facilities, including the George R. Brown Convention Center, Gus S. Wortham Theater Center, Jones Hall for the Performing Arts, and Miller Outdoor Theatre. HFC is the entity responsible for marketing Houston and increasing awareness of its many attractions and amenities.

2. SCOPE

The Proposer selected a result of this RFP will be responsible for the design, content creation, editing, printing, photography, paper and digital delivery of the Houston OVG. Additionally, the Proposer selected will be responsible for advertising sales and revenue strategies, including a commission structure payable to HFC. OVG form and content shall be subject to the approval of HFC prior to publication.

The successful Proposer must have existing resources and significant experience in the areas of graphic design and layout of publications, licensing of photographic images, and content creation through in-house staff or freelance writers.

The OVG is published bi-annually in March and September. A copy of the latest edition of the OVG is available online at <https://www.visithoustontexas.com/travel-planning/visitor-guide/>.

3. TECHNICAL SPECIFICATIONS

HFC has established the following technical specifications to ensure

- a. Minimum Print Run: 2X Bi-annual (225,000 Spring/Summer and 225,000 Fall/Winter)
- b. Trim Size: 6 1/2 x 9 3/4 inches
- c. Preferred Page Count: Minimum 80-Page Body + 10-Panel Map
- d. Binding: Saddle Stitched (for above page count)
- e. Paper: 80# Cover / 60# Body
- f. Delivery Options: Proposer to work with Certified Folder or other professional brochure distribution company that has access to area hotels, visitor information display racks and other display racks in qualified locations that reach HFC target markets.

4. PROPOSAL FORMAT

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

- a. **Transmittal Letter:** Write an introductory letter communicating effectively why your firm should be selected. Please note the number of years your firm has been in business and approximate number of employees. Proposers must make a specific, unambiguous statement accepting and agreeing to comply with the Custom Publishing Agreement if 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.
- b. **Experience:** Describe the Proposer's experience and ability to meet the needs of its clients. Please provide examples of work that are substantially similar to the requirements outlined in the RFP.
- c. **Key Personnel:** Identify the essential personnel who would will be dedicated to this project/account, such as the project manager, responsible corporate executive and any probable subcontractors. Please include a brief summary of their qualifications and years of experience. Note any diversity certifications held by the Proposer or its probable subcontractors.
- d. **Proposed Commission:** Please propose a commission to HFC based on advertising revenue for each OVG, including definitions of any key terms, such as "Net" or "Expenses". (Note that all costs of publication are to be borne exclusively by the publisher.)
- e. **Responsiveness:** All information provided by Proposers to HFC should be organized, clear and concise. Proposers are asked to avoid excessive graphics, title pages, or other extraneous information in their Proposal other than requested in this RFP.

5. 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 Custom Publishing Agreement (20%); Experience, including references (20%); Key Personnel (25%); Proposed Commission (25%); and Responsiveness (10%).

HFC intends to award a one-year contract, with two optional renewal years, to 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 three, prior to making a selection. 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, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. HFC reserves the right to request proposal clarifications/additional information from some or all Proposers.

6. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held as part of this RFP.

7. LETTERS OF CLARIFICATION

Any revisions to be incorporated into this RFP will be confirmed in a Letter of Clarification provided or made available to all potential Proposers prior to the Submission Deadline. When issued by HFC, Letters of Clarification automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a proposal, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their proposal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each Proposer to monitor www.houstonfirst.com/do-business to ensure they receive any such Letters of Clarification and incorporate them into their proposal.

8. FORM OF AGREEMENT

By submitting a response to this RFP, Proposer agrees, upon notice of selection, to enter into the Custom Publishing Agreement attached hereto as Attachment "A". Any questions or objections to the terms must be raised prior to submission of a Proposal by submitting an email to bids@houstonfirst.com. Preprinted forms or standard terms submitted by a Proposer shall be disregarded and may result in a Proposal being deemed, in HFC's reasonable discretion, as non-responsive.

9. RESTRICTIONS ON COMMUNICATIONS

From the date issued until the Submission Deadline, Proposers are directed not to communicate with any HFC officer, director, employee, agent, or contractor regarding any matter relating to this Proposal, other than through bids@houstonfirst.com, or as authorized in advance by HFC's General Counsel. HFC reserves the right to reject any Proposal due to violation of this provision. Proposers represent that the contents of their Proposals have not been communicated, directly or indirectly, to any potential Proposer, and that their submissions are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer.

10. CONFLICT OF INTEREST

Proposers are required to disclose affiliations or business relationship that might cause a conflict of interest with HFC. The conflict of interest disclosure form, if required, may be found online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a Proposal, Proposers represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

11. 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.

12. RFP PACKETS

A complete copy of this RFP, including attachments, 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 evaluation by HFC.

13. 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.

**ATTACHMENT “A”
CUSTOM PUBLICATION AGREEMENT**

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

ARTICLE 1: RESPONSIBILITIES

1.1 Publisher agrees to and shall, for and on behalf of HFC, design, manage, edit, produce, publish, print, and distribute paper and digital editions of the Houston Official Visitors Guide (“OVG”) twice annually, subject to and in accordance with the terms, conditions and standards set forth in this Agreement.

1.2 Publisher shall develop an advertising sales and revenue strategy for each edition of the OVG and shall employ or retain the services of experienced sales personnel able to effectuate such strategy and otherwise endeavor to maximize the generation of revenue in connection with the OVG. Publisher shall ensure that all OVG advertisers meet commercially reasonable credit policies and submit advertisements for goods and services appropriate for the intended readership and promotional purpose of the OVG.

1.3 All OVG content, including by way of example and not limitation, articles, images, and advertisements, shall be submitted to HFC for review prior to publication, and HFC reserves the right to decline, refuse, or seek to modify advertising based on content. Publisher shall promptly correct any OVG content to which HFC raises an objection; publisher acknowledges and agrees, however, that nothing HFC does or fails to do with regard to the review of any OVG content shall diminish or relieve Publisher from its duties and obligations under this Agreement or any applicable law.

1.4 Publisher represents to HFC that the OVG is designed, produced, published, and distributed in strict accordance with the following technical specifications:

- a. Minimum Print Run: 2X Bi-annual (225,000 Spring/Summer and 225,000 Fall/Winter)
- b. Trim Size: 6 1/2 x 9 3/4 inches
- c. Preferred Page Count: Minimum 80-Page Body + 10-Panel Map
- d. Binding: Saddle Stitched (for above page count)
- e. Paper: 80# Cover / 60# Body

1.5 Publisher shall retain the services of experienced distribution company able to access area hotels, visitor information displays, and other distribution points identified by HFC that reach HFC target markets.

1.6 Publisher agrees to and shall be liable for payment of all expenses incurred in the development and production of each edition of the OVG, including by way of example and not limitation, amounts payable to third-party entities and individuals for writing, design, editing, photography, paper supply, printing, and distribution.

1.7 Publisher shall provide HFC with status and activity reports relating to the development of the OVG at least once per month and shall promptly respond to any requests for information from HFC.

1.8 Publisher 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 entities performing comparable services. Publisher shall perform expeditiously to ensure the timely and orderly completion of its services.

1.9 Publisher shall act in accordance with applicable law and observe high standards of ethics in the conduct of its services and responsibilities under this Agreement. Publisher represents and warrants to HFC that it shall obtain prior authorization and comprehensive releases for the mutual benefit of the parties from any and all writers, photographers, designers, and other contributors with respect to all materials commissioned or otherwise published or used in each edition of the OVG.

1.10 Publisher 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. Publisher 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 Publisher from complying with the terms of this Agreement; Publisher shall not enter into any such conflicting agreement during the Term.

ARTICLE 2: PAYMENT AND TERM

2.1 Subject to the terms and conditions of this Agreement, Publisher agree to pay HFC the following commission: **[TBD]**.

2.2 As used in this Article 2, the following terms shall have the meanings ascribed below: **[TBD]**.

2.3 Each payment to HFC shall include a true and correct accounting of **[TBD]**, and such other detail as HFC may reasonably require.

2.4 If any payment is disputed by HFC for any reason, such as inadequate description or supporting documentation, then Publisher shall promptly provide HFC with such additional information, clarification, or remedial measures as HFC may reasonably require.

2.5 HFC shall not be responsible or liable for any payment obligation incurred by Publisher or any financial loss in connection with the OVG.

2.6 The term of this Agreement shall commence on the Effective Date and extend through **July 31, 2019** (the "Term"); provided, however, that upon written notice from HFC, the Term may be extended, on the same terms and conditions set forth herein, for two additional one-year terms.

ARTICLE 3: LIMITATION OF LIABILITY

3.1 HFC WILL NOT BE LIABLE TO PUBLISHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, INTEREST, LOST PROFITS (DIRECT OR INDIRECT) AND/OR LOST REVENUES, HOWSOEVER ARISING, WHETHER CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF HFC WAS ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

3.2 PUBLISHER AGREES TO AND SHALL RELEASE HFC FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY PUBLISHER UNDER THIS AGREEMENT, INCLUDING ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY PUBLISHER UNDER THIS AGREEMENT.

3.3 PUBLISHER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR ANY INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE BY PUBLISHER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO PUBLISHER'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS, AND ACTUAL OR ALLEGED VIOLATIONS OF APPLICABLE LAW.

ARTICLE 4: CONFIDENTIALITY

4.1 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), including but not limited to mailing lists and other OVG recipient or distributor contact information, disclosed to Publisher or learned or developed by Publisher in connection with the performance of services by Publisher under this Agreement.

4.2 Publisher agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Publisher 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 Publisher 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.

4.3 Publisher 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, Publisher 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.

4.4 If Publisher is legally compelled, pursuant to a subpoena or other applicable law to disclose any Confidential Information disclosed to it by HFC, then Publisher 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 Publisher proposes to disclose.

ARTICLE 5: TERMINATION

5.1 Either party may terminate 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 Publisher. 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, Publisher shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel any existing orders or subcontracts that are chargeable to this Agreement.

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 Publisher's books, records and billing documents which are directly related to performance or payment under this Agreement. Publisher shall maintain such books, records, and billing documents for two years after the cessation of Publisher'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 Instruments of Service. Publisher 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 Publisher, its employees, contractors, agents, and subcontractors pursuant to this Agreement. Publisher shall execute all documents required by HFC to further evidence such assignment and ownership. Publisher 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 Publisher in connection with the OVG,

including, without limitation, articles, newsletters, brochures, reports, surveys, questionnaires, models, sketches, drawings, photographs, graphics, logos, slogans, and other, similar documents and materials.

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

6.5 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.

6.6 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.

6.7 Independent Contractors. HFC and Contractor agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Publisher has the authority to select the means, methods and manner of providing services, subject to the terms and conditions set forth in this Agreement. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. With respect to each other, the parties shall be independent contractors for all purposes.

6.8 Severability and Survival. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the completion of the Project or termination of the 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. 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 represents the entire and integrated agreement between HFC and Publisher with regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended otherwise except in writing executed on behalf of all of the parties.

The parties hereto have caused this agreement to be duly executed, to be effective for all purposes as of the date of countersignature by HFC (the "Effective Date"):

[signature block to follow in final agreement]