

TOURISM ADVERTISING AGENCY AND CONSULTANT
REQUEST FOR PROPOSALS (“RFP”)

- ISSUE DATE: June 22, 2018
- DUE DATE: **2:00 p.m. on July 31, 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 “**Tourism 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 18, 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 advertising firms with a specific focus on developing and implementing a comprehensive, strategic marketing plan for cooperative advertising, to include two brand-building campaigns along with a complete schedule of all proposed advertising, media, marketing activities, promotions, other detailed data, and recommendations based on substantive research to promote Houston tourism consistent 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

HFC seeks a firm able to create and execute marketing initiatives and communications strategies in response to task orders issued by HFC encompassing one or more of the following project components:

a. Cooperative Advertising Programs with Visit Houston Attractions

For the past two years, HFC has promoted leisure tourism initiatives through a matching grant program known as the Tourism Incentive Program (“TIP”). TIP served to encourage cooperative marketing programs, increase horizontal partnerships across tourism industry stakeholders, market regional assets to leisure tourists, develop themed promotional advertising, and support public communication directed at niche audiences.

In 2018, HFC identified the ability to engage attraction partners in cooperatives that leveraged the Houston Experience Marketplace. These cooperatives used paid media to drive traffic to dedicated pages on the Marketplace where attraction tours, tickets and experiences were sold.

HFC seeks to transition away from the TIP model and towards a traditional cooperative advertising model by developing an annual program which leverages diverse options to cater to varying partner needs using the Houston Experience Marketplace as a defining benefit of any program.

Firm should provide overall guidance and recommendations on this annual cooperative model with an emphasis on outlining a recommended framework for the program, identifying target media partners, proposing and developing creative, activating and managing communication with potential attraction partners and creating a variety of buy-in levels and campaign length options.

b. Visit Houston and Beyond Regional Cooperative Program

<https://www.visithoustontexas.com/houston-and-beyond/>

“Visit Houston and Beyond” is a regional cooperative comprised of 14 cities surrounding Houston branded to promote tourism throughout the region. In 2017, this program switched from being marketed as “Visit Houston and Beyond” to “Houston Day Trips.”

In the past, creative campaigns for Visit Houston and Beyond have leaned heavily on print advertising; with an enhanced website and a renewed dedication to thematic content verses destination specific messaging in 2018, the objective of the program has been to drive visitation to the webpage to educate potential visitors about the experiences available in the areas surrounding Houston.

The goal of the “Houston Day Trips” group in 2018 is to engage a firm in creating a cohesive brand for the group based on review of existing data or proposed research. From this brand, the firm will be expected to present a new creative campaign and identify opportunities within the newly formed cooperative advertising program for Day Trips partners to consider engaging with.

c. Visit Houston Marketplace

<https://experience.visithouston.com/>

HFC has developed the Houston Experience Marketplace in an effort to make it easy for visitors to find, buy and experience the city. Using the tool, leisure visitors are able to browse and purchase experiences at attractions in Houston, tours unique to the website and event tickets with one click.

HFC seeks a firm to develop a recognizable consumer brand for the Houston Experience Marketplace based on research to be proposed by the firm.

d. Travel Trade Website

HFC seeks a firm to provide guidance and build content for the Visit Houston Travel Trade microsite. This will include copywriting and strategic recommendations based on increasing visitation and elevating user experience on this site.

4. MINIMUM REQUIREMENTS

To be considered qualified, the Proposer must, at a minimum, meet all of the following criteria:

- a. Must have represented a minimum of 5 destination clients (city, region or state) with a population of 1 million plus;
- b. Have a minimum of 7 years' experience working with clients in the travel and hospitality industry; and
- c. Propose a project/account lead with a minimum of 5 years of experience.

5. 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 Media Agency Services 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 history in meeting the needs of its clients, including any unique tools or processes. Please provide a list of major clients as well as three current references. Include a contact name, phone number and email address each such reference.
- 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, with years of experience and current accounts noted.
- d. **Project Approach:** Describe your firm's approach to the Project Scope, and clearly indicate whether any components (under Section 2) are excluded from your Proposal. Please discuss your systems and processes that will be uses to deliver the Project Scope and report results to HFC.
- e. **Diversity Efforts:** Proposers should indicate how they intend to make good faith efforts to utilize diversity companies and identify any probable MWBE and HUB subcontractors or consultants.
- f. **Pricing:** Please submit pricing for services in the form of a schedule of hourly rates by position or as a fixed fee for one of more component services under Section 2.

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.

6. 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 Media Agency Services Agreement (18%); Experience, including references (18%); Key Personnel (18%); Project Approach (18%); Pricing (18%); and Diversity (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 (on or about August 20-24, 2018), not to exceed five firms, 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.

7. PRE-PROPOSAL CONFERENCE

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

8. DIVERSITY COMMITMENT

The Proposer 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 **20%** of the total value of the resulting contract. Proposers should note if they are certified as a diversity participant in their Proposal; however, such certification shall not lessen or otherwise lessen the requirement to use good faith efforts to award subcontracts to diversity participants.

9. 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.

10. FORM OF AGREEMENT

By submitting a response to this RFP, Proposer agrees, upon notice of selection, to enter into the Media Agency Services 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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”

MEDIA SERVICES AGENCY AGREEMENT

This Media Services Agency 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] (“Firm”) 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 Firm agrees to and shall provide and perform services for HFC based on and in response to individual requests for services from HFC in the form of a written task order acknowledged and agreed to by both parties in a signed writing substantially similar to the template attached hereto as **Exhibit “A”** (each a “Task Order” and collectively “Task Orders”). Each Task Order shall include a specific not-to-exceed amount and, as applicable, the following information: A description of the component; date of issuance; period of performance/project milestones; a description of the services to be performed; and any deliverables. Firm agrees to and shall complete each Task Order in accordance with the terms, conditions and restrictions of this Agreement.

1.2 Purchases of media by Firm on behalf of HFC shall be made in accordance with media buy plans developed by Firm, based on goals, budgets and other criteria and parameters provided by HFC. All such media buy plans shall be subject to approval by HFC in the form of a Task Order issued by HFC. Firm shall not purchase media in excess of the amount set forth in such Task Orders, each of which shall constitute an addendum to this Agreement and made a part hereof by this reference.

1.3 Firm 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. Firm shall perform expeditiously to ensure the timely and orderly completion of its services.

1.4 Firm shall act in accordance with applicable laws and observe high standards of ethics in the conduct of its services and responsibilities under this Agreement.

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

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

1.7 Firm has the authority to select the means, methods and manner of providing services, subject to the terms and conditions set forth in this Agreement.

1.8 Upon request from Firm, HFC agrees to provide one or more acknowledgment of agency letters setting forth the manner and extent to which Firm is authorized to purchase media on behalf of HFC.

ARTICLE 2: PAYMENT AND TERM

2.1 Subject to the terms and conditions of this Agreement, HFC agrees to pay Firm [TBD].

2.2 Expenses incurred by Firm in accordance with media buy plans approved in the form of a Task Order and other reasonable expenses related to the services approved in advance and in writing by HFC (including, by way of example and not limitation, short-term or incidental purchases of media unrelated to a media buy plan) will be reimbursed at cost. 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 Firm will be paid on the basis of monthly invoices submitted by Firm following each month in which services are performed. Each such invoice shall include a true and correct accounting of services performed, approved expenses, any deliverables, and such other detail as HFC may reasonably require. Additionally, Firm shall note with each invoice the number of any related Task Order number. HFC will make payment to Firm within 30 calendar days of the receipt and approval by HFC of such invoices.

2.4 If any item in any invoice is disputed by HFC for any reason, such as inadequate description or 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 a special invoice for the disputed item only.

2.5 Firm shall not combine invoices for its fee and reimbursable expenses. Invoices for expenses including a variety of media (e.g., digital and print) may be combined.

2.6 The term of this Agreement shall commence on the **September 1, 2018** and extend through **August 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 prior to the expiration of the base term or the first renewal term.

ARTICLE 3: LIMITATION OF LIABILITY

3.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER 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 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

3.2 FIRM 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 FIRM 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 FIRM UNDER THIS AGREEMENT.

3.3 FIRM 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, 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 OR INCIDENTAL TO PERFORMANCE BY FIRM UNDER THIS AGREEMENT AND INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO FIRM'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) disclosed to Firm or learned or developed by Firm in connection with the performance of services by Firm under this Agreement. Confidential Information does not include information that the Firm can show was already known to the general public prior to disclosure by Firm or was authorized to be disclosed in advance and in writing by HFC.

4.2 Firm agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Firm 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 Firm 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 Firm 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, Firm 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 Firm is legally compelled, pursuant to a subpoena or other applicable law to disclose any Confidential Information disclosed to it by HFC, then Firm 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 Firm 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 20 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 any existing orders or 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 TERMINATION FOR CONVENIENCE BY HFC, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. Firm WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM HFC'S TERMINATION FOR CONVENIENCE.

5.4 Firm may terminate this Agreement at any time by giving 30 calendar days' written notice to HFC. Firm's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Firm shall discontinue all services under this Agreement effective as of the date of such termination and 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.

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 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 two 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.

6.3 Instruments of Service. 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 employees, contractors, agents, 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, 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 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.

6.5 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. 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, including any Task Orders made a part hereof upon issuance, 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 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]

**EXHIBIT “A”
TASK ORDER TEMPLATE**

[Date]

Task Order [Number]

This Task Order is made by Houston First Corporation, (“HFC”) and [TBD] (“Firm”) and shall serve as an addendum to that certain Media Services Agency Agreement between the parties. Firm agrees to and shall complete this Task Order in accordance with the terms, conditions and restrictions of such agreement.

Description of Project/Services:

Contractors/Consultants:

Period of Performance/Milestones:

Tasks/Deliverables:

Fee/Not-to-Exceed Amount:

This Task Order shall be effective for all purposes as of the date of countersignature by HFC.

[signature block to follow in final agreement]