

Multi-Year Strategic Plan for The Heritage Society at Sam Houston Park

Request for Qualifications

- ISSUE DATE: April 19, 2017
- DUE DATE: **11:00 a.m. on May 10, 2017** (“Submission Deadline”)
- INSTRUCTIONS: Please submit 5 paper copies and 1 electronic copy of the respondent’s Statement of Qualifications (“SOQ”) on a flash drive. Submittals must be delivered in a sealed envelope in person, via mail or courier. Please write “**Multi-Year Strategic Plan**” 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: General Counsel, 701 Avenida de las Americas, 6th Fl., Houston, TX 77010.
- CONTACT INFO: Questions concerning this RFQ must be sent by e-mail to bids@houstonfirst.com no later than **noon on May 3, 2017**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online at www.houstonfirst.com/Do-Business.

OVERVIEW. Houston First Corporation (“HFC”) and its marketing arm, Visit Houston, are actively committed to transforming Houston into a premier destination and significantly increasing leisure tourism to our region. The results of these efforts are already quantifiable with 17 million visitors to the area in 2015, growing to 20 million in 2016. Our goal is to continue to increase these numbers. While marketing the destination is a critical component, equally important is enhancing the quality of life for Houstonians as well as the quality of the experience for each visitor. To this end, HFC is working with several local attractions to upgrade the visitor experience and ensure that each visitor leaves with a positive and enthusiastic impression of Houston, and ideally, plans to return.

Houston has a history and cultural richness which is generally not well known. From its founding in 1836 by pioneering investors from New York City, Houston has grown and flourished as a “can-do” city on the banks of Buffalo Bayou. There are few places in Houston where that history is shared with visitors in a comprehensive and compelling way. The Heritage Society (“THS”), located in Sam Houston Park, is the most prominent non-profit organization showcasing the history and cultural heritage of Houston. HFC is partnering with THS to develop a strategic plan that will provide a guiding and actionable document for how to enhance the experience, programming and sustainability of THS and its “campus” in and around Sam Houston Park.

THS, a 501(c)(3) nonprofit organization founded in 1954, operates ten historic buildings and a museum gallery in Houston’s Sam Houston Park, a public park in the heart of downtown. The buildings serve as historic reference points and exhibition spaces for more than 23,000 artifacts – including furniture, decorative arts, clothing and textiles, household items, paintings, photographs, letters, personal papers and books – that document life in Houston from the early 1800s to the mid-1900s. THS’s educational programs include docent-led and self-guided tours of the buildings in Sam Houston Park; lectures on architecture, preservation, building arts; local and state history topics; teacher workshops; tours of historic buildings throughout the city; “history happy hours” and family-oriented activities.

THS supports and stewards an attractive heritage tourism site at Sam Houston Park and on average, one-third of all annual visitors are tourists staying at nearby hotels. Twenty-five percent of all visitors are children

18 years or younger, 64% are adults age 19-64, and 11% are senior citizens. Annual attendance specifically to tour historic buildings and view history exhibits averages 16,000 but an additional 200,000 visit Sam Houston Park each year for unrelated festivals, civic and charity events. (Learn more about THS at www.heritagesociety.org.)

HFC is seeking a firm with a proven track record in working with public-private partnerships and non-profit organizations to create or update strategic plans with corresponding implementation plans.

BACKGROUND. HFC is a local government corporation created by the City of Houston to enhance quality of life, advance economic prosperity and promote and position Houston as a premier destination for leisure tourism and major events. HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center, Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, Sesquicentennial Park, Ray C. Fish Plaza, Root Memorial Square, and several other properties and parking facilities.

PROJECT OUTLINE. THS's current strategic plan (developed by its board in May 2015) serves as a valuable operational guide but does not effectively prioritize goals for organizational change, sustainability, and growth. We seek consultation to update and expand the strategic plan through thoughtful review of vision and evaluation of strategies for building long-term and broad support. The new strategic plan should include strategic areas of focus, goals and objectives to meet priorities, programs (current and new) that will support goals, ways to meet market needs and add value, and skillsets for staff to carry out programs. The updated strategic plan would also recommend new strategic alignments, modifications to existing alignments, new and/or expanded funding strategies, and expansion and/or modifications to the Sam Houston Park "campus".

An effective strategic plan would include a clear description of a sustainable path forward for THS and concrete, measurable action items required to reach the defined goals. The planning firm would work with staff and board of THS and representatives from HFC as the Client. The study would also include:

- Interviews with stakeholders identified by THS and HFC
- Governance review and assessment
- Staffing review and assessment
- Analysis of facility obligations and administration, including current lease agreement with City of Houston
- Programming plan
- Capital improvements associated with existing or expanded campus at Sam Houston Park
- Budget/funding analysis and plan
- Revenue building strategies
- Collaboration opportunities across organizations

SOQ FORMAT. To be considered responsive, respondents are asked to include all of the following information in their SOQ:

- a. **Transmittal Letter** (1 page): Include a brief statement summarizing respondent's understanding of the work to be done signed by a person authorized to make representations on behalf of the respondent, including his or her direct phone number and email address.
- b. **Profile** (3 pages): Summarize respondent's history, structure, strengths, methodology, and experience in meeting the needs of its clients.
- c. **Experience** (3 pages): Identify three similar market analysis/feasibility studies completed primarily by respondent similar in scope to this project. Provide references for each study.
- d. **Team** (3 pages): Identify the essential personnel who would be assigned to perform work on this project, such as the project manager, responsible corporate executive and any probable subcontractors; include a brief summary of their qualifications and note if any are certified as MWDBEs or HUBs.

MANNER OF SELECTION. HFC will rank every SOQ received in response to this RFQ based on the (i) Experience of respondent (40%); (ii) Proposed team (30%); (iii) Respondent firm profile (20%); and (iv) Transmittal letter (10%).

HFC anticipates issuing a contract to the top-ranked respondent. While a timeline has not been finalized, the selected respondent will have approximately 12 weeks to complete a comprehensive strategic plan.

The plan will be presented to THS board and HFC management.

FORM OF AGREEMENT. By submitting a SOQ, each respondent represents that, if selected by HFC to perform services on this Project, they shall enter into the Strategic Planning Services Agreement enclosed herewith.

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

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

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

DIVERSITY. Respondents should note in their SOQ if they (or their probable subcontractors) are diversity participants certified by one or more of the approved and identified certification agencies defined in the HFC Diversity Program (See www.houstonfirst.com/Do-Business). No specific goal has been established for this Project due to its limited scope. If additional services, such as other, similar projects are required by HFC, then respondents should expect that a diversity goal will be established by amendment or a separate agreement signed by both parties.

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

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

WITHDRAWAL; ERROR. SOQ may be withdrawn due to errors or for any other reason by a written request received by bids@houstonfirst.com prior to the Submission Deadline.

STRATEGIC PLANNING SERVICES AGREEMENT

This Strategic Planning Services Agreement (“Agreement”) is made by and between Houston First Corporation, a Texas local government corporation (“HFC”) whose address for purposes of this Agreement is 701 Avenida de las Americas, Ste. 200, Houston, TX 77010, and [TBD] (“Firm”) whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Services. Firm shall provide all services required to produce and deliver a comprehensive strategic plan identifying a clear and sustainable path forward for The Heritage Society, including measurable action items required to meet defined goals in accordance with this Agreement, including the Scope of Services attached hereto as Exhibit “A” and made a part hereof for all purposes.

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

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

4. Fee. Subject to all terms and conditions of this Agreement, HFC agrees to pay Firm [TBD].

5. Expenses. In addition to the Fee, reasonable expenses incurred by Firm in the performances of services under this Agreement will be reimbursed by HFC at cost, provided such expenses are approved in advance and in writing by HFC.

6. Invoices. Firm will be paid on the basis of monthly invoices submitted by Firm, and approved by HFC, detailing the services provided by Firm during the previous month and the attendant fee. Invoices shall be submitted electronically by the fifth calendar day of the month following each month in which services are performed. HFC shall make payment to Firm within 30 calendar days of the receipt and approval by HFC of such invoices. If any item in any invoice submitted by Firm is disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Firm of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on an invoice for the disputed item only.

7. Insurance. Firm shall maintain, from the Effective Date until final completion of its services hereunder, at least the following insurance and available limits of liability:

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| a. Commercial General Liability | Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate |
| b. Automobile Liability | Combined single limit of \$1,000,000 |
| c. Professional Liability | Limits of \$1,000,000 per claim and \$2,000,000 aggregate |
| d. Workers’ Compensation | Statutory limits for Workers’ Compensation |

e. Employer's Liability

Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee

An additional insured endorsement in favor of HFC and The Heritage Society, Inc. shall be included on the Commercial General Liability and Automobile Liability policies. Each policy, except Professional Liability, must contain an endorsement approved by HFC waiving any claim or right in the nature of subrogation against HFC and The Heritage Society, Inc.. Firm shall deliver an insurance certificate evidencing such insurance requirements to HFC within five days of the Effective Date.

8. **Release.** **FIRM AGREES TO AND SHALL RELEASE HFC AND THE HERITAGE SOCIETY, INC., INCLUDING THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY FIRM UNDER THIS AGREEMENT, INCLUDING LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM.**

9. **Indemnification.** **FIRM AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HFC AND THE HERITAGE SOCIETY, INC., INCLUDING THEIR EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF FIRM IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY FIRM.**

10. **Termination for Cause.** 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.

11. **Termination for Convenience.** HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Firm. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the fees to Firm for services actually performed, but not already paid for, in the same manner as prescribed herein.

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

either party may terminate this Agreement by giving 15 calendar days written notice to the other party; such termination is not a default or breach of this Agreement.

13. 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.

14. 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.

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

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

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

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

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

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

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

[Signature block and Scope of Services to be included in final Agreement]