



Request for Proposals

JAPAN MARKETING SERVICES





July 19, 2017

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking destination marketing representation in Japan to promote California as a premier travel destination.

The California Travel and Tourism Commission d.b.a. Visit California is a private non-profit 501(C) 6 funded by assessed businesses that have an interest in promoting tourism to California. California Tourism is marketed exclusively by Visit California. The Tourism Assessment Program was created under the California Tourism Marketing Act in 1995 with the passage of SB 256. The legislation authorized self-imposition of an assessment by businesses that benefit from travel and tourism. It also authorized the establishment of a non-profit, public benefit corporation, Visit California, to oversee the promotion of California as a premier travel destination.

Visit California oversees the production of a variety of marketing activities, including on and offline advertising, visitor publications and maps, cooperative programs, public relations and travel trade programs – all designed to promote California to consumers, media and the travel trade industry. For more details, please visit <http://tourism.visitcalifornia.com> in the "Travel Industry" section.

The purpose of this Request for Proposal (RFP) is to seek and retain a qualified agency to act as the Visit California in-market specialist for marketing and sales representation in Japan to promote California as a premier travel destination.

The contract period for the Scope of Work contained within this RFP will be approximately January 1, 2018 to June 30, 2018¹. The total budget for this RFP, including public relations activities, travel trade activities, and administration and overhead is USD \$1,000,000 per year, however we also seek cost-effective solutions. Visit California may renew the contract each subsequent year for a five-year period, at its discretion.

Attached is a RFP for those capable of meeting minimum requirements and carrying out the scope-of-work. All proposals will be carefully reviewed and evaluated based on the criteria noted in the attached document.

¹ Our fiscal year runs from July 1st to June 30th. The first contract may run for a 6-month period in order to coincide with our fiscal year. Subsequent contracts shall be annual.



Notice of Intent to Bid (a non-binding document), as well as any questions you may have to clarify this RFP, are due to Visit California no later than 4:00 p.m., Pacific Standard Time (PST), July 31, 2017.

Sincerely,

A handwritten signature in black ink that reads "Caroline Beteta".

Caroline Beteta
President and Chief Executive Officer
Visit California

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VISIT CALIFORNIA

Request for Proposal Marketing Services - Japan

1. INTRODUCTION

California is the leading visitor destination in the United States with more than \$125 billion in travel and tourism related spending in 2016. This spending directly supported over one million jobs and generated over \$10 billion in state and local tax revenues. Among California's export-oriented industries, tourism is the fourth largest employer. Since 1998, consistent investment in the California Tourism program (a joint marketing venture of Visit California and the California Division of Tourism) has helped to increase market share and put California in a strong competitive position.

About Visit California

Visit California is a not-for-profit, 501(C)(6) corporation formed in 1998 to work jointly with the State of California's Division of Tourism to implement the annual Marketing Plan, which promotes California as a premier travel destination. While these two partners (Visit California and Division of Tourism) are separate legal entities, they are commonly referred to jointly as Visit California.

From 1998 to 2003, Visit California consisted of the originally conceived private-public joint marketing venture partnership of Visit California and the State of California. The primary source of the California tourism marketing budget is now directly derived from assessed businesses in the travel and tourism industry, car rental assessment, and a small contribution from the State. Visit California operates under the auspices of the Governor's Office of Business and Economic Development.

Visit California's 37-member board of commissioners is composed of individuals from all 12 designated regions of California. Members represent five principal industry sectors: Accommodations, Restaurants and Retail, Attractions and Recreation, Transportation and Travel Services, and the Passenger Car Rental Industry. Twenty-four of the commissioners are elected by the approximately 10,000 assessed California businesses; the governor appoints 12; and the 37th is the director of the Governor's Office of Business and Economic Development. The Commission meets three times a year to direct Visit California's programs and activities. A 34-member statewide Marketing Advisory Committee also provides input in developing the Marketing Plan.



Tourism is California's fourth largest employer and fifth largest contributor to the gross State product.

In 2016, Japan visitation to California reached 548,000, spending nearly \$1.2 billion.

2. PURPOSE OF RFP

The purpose of this RFP is to seek and retain a qualified agency to act as the Visit California in-market specialist for marketing and sales representation in Japan to promote California as a premier travel destination. The goal of your company in relation to this work is to help increase the number of Japanese visitors to California and act as the Visit California liaison in Japan. Your company will be required to develop a proactive marketing program that enhances the position of Visit California to key travel trade and media outlets in Japan. Your company will also be directly responsible for management of Visit California's owned channels, such as consumer Website, e-marketing, social media management, and publications localization. This includes coordinating with other agencies under the Visit California agency ecosystem that are also working on our behalf in the Japan market.

Visit California seeks a company to promote California to potential visitors using a variety of marketing channels that include public relations, travel trade, consumer website, social media, digital strategy and publications. The contractor will work with staff, and other agencies appointed by Visit California to ensure that California is prominently positioned with consumers, key travel trade and public relations influencers.

Your company is responsible for coming up with a robust marketing program to key travel trade audiences – travel agents and tour operators – designed to inspire and educate on what California has to offer to increase share of featured product as well as sales. You will also be required to create a public relations strategy that will focus on securing placements across broadcast, digital and print media channels and engaging digital influencers to reinforce California's position as a dream destination and hotbed of innovation.

Lastly, your company will be in charge of content localization and management of Visit California's consumer website, social media, e-marketing and publications. Visit California is interested in your evaluation and insight of the Japanese market's potential as it relates specifically to California. We request that you identify key opportunities which you will expand on in the appropriate section of your proposed plan. You will also point out any competitive or environmental factors of potential concern, recognizing how you are going to address these in detail in the appropriate section of your proposal. The level of effort for activities outlined in the Scope of Work will be mutually agreed upon by the appointed contractor and Visit California in a contractual format.

3. CURRENT STRUCTURE

With about 548,000 visitors to California in 2016, Japan is a key source of the state's international tourism, and it is only expected to grow. Visitation is projected to reach 583,000 visitors by 2020, a 6.4% increase. Working with our global media buying agency Carat, under the direction of our global brand agency MeringCarson, Visit California has identified a consistent worldwide target audience to allow for greater efficiency in planning and deploying media and marketing programs on a global basis. This generalized target takes into consideration age, income and travel propensity.

Beyond the global target audience, localized audience nuances have been developed using Carat's proprietary consumer insight study that provides a single-source measurement of consumers' interaction and engagement with a broad range of media touch points. In recent years, Visit California has expanded brand efforts through television and digital advertising, supporting more established efforts with media and travel trade.

Strategies

- Campaigns incorporating broadcast, online TV, cinema, out of home, digital, and SEO components.
- Utilize the power of celebrities and Key Opinion Leaders (KOLs) in the Japan market to target additional marketing pillars of luxury, family, and winter snow sports.
- Focus on free and independent travelers in addition to the traditional group travel, at a ratio specific to the Japanese market.

Website

Central to Visit California's website strategy is a mobile first mentality. With strong content strategy in place, the website functions as the hub for Visit California's digital ecosystem. In addition to driving content consumption, the site has an increased focus on driving consumer action. Whether that action is a link through to an industry partner, an opt-in to a Visit California publication (printed or digital) or a social share or follow, the website creates a stronger connectivity across all Visit California consumer connections channels. The consumer website can be found at www.visitcalifornia.jp.

Social Media

While the website will continue to serve as the hub for the digital ecosystem, Visit California recognizes the importance of connecting with consumers in their preferred environment and has worked to create a platform across a core suite of those environments while monitoring to ensure balance. Visit California currently utilizes the Japanese social media sites of Facebook, Twitter, and Instagram.



Paid Traffic Driving Activity

To extend reach of the owned channel platforms, paid SEM and social media activity are employed to support traffic, acquisition and engagement strategies.

Publications

Visit California will continue to use its tried and true distribution vehicle – California Visitor's Guide – to balance inspiration and utility to a highly qualified audience. The fully localized Japanese visitor guide can be found at www.visitcalifornia.jp.

Market Highlights

In 2016, 548,000 Japanese visitors traveled to California, spending nearly \$1.2 billion. The average length of stay for Japanese travelers is 6.5 days, with \$1,867 spent per trip, visiting an average of 2.2 destinations. Approximately 30% of Japanese visitors book package or group tours, while the remaining 70% work with retail/online travel agencies or directly with the airline. Currently, there are over 100 weekly nonstop flights into California from Japan, accounting for 25,785 weekly seats into 4 destinations.

4. CONTRACT TERM

Your proposal should be based on a full year of activities. Visit California reserves the right to renew its agreement prior to the end of each contract term for a total of five years, provided funding to do so is appropriated for this purpose in subsequent budgets. There will be an oral review approximately six months after the contract date and subsequent reviews annually in each year the contract is renewed. Proposed renewals are also assessed according to program direction, funding, and consistency of price and scope of work continuity.

5. AVAILABLE FUNDS

Visit California will initially fund the contract to a maximum annual budget of USD \$1,000,000.

The major Scope of Work categories included within the contract resulting from this RFP will include:

- Communications/Public Relations;
- Travel Trade;

- Owned Channel Management²; and
- Account Administration.

The budget for this RFP and all administrative and overhead payments shall be made in U.S. dollars. All program and out-of-pocket costs will be reimbursed in the currency in which they were incurred. The RFP budget shall not be adjusted for the rate of currency exchange.

6. EVALUATION PROCESS & CRITERIA

Visit California will form a committee to evaluate the written proposals. The criteria for the scoring of the proposals is included as Attachment C. The committee may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each Proposer will reflect a consensus of the evaluation committee. Any attempt by a Proposer to contact a member of the evaluation committee outside the RFP process, in an attempt to gain knowledge or an advantage may result in disqualification of Proposer.

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee and allow the committee to conduct in-person office visits. All proposers should ensure they are available for the on-site visits during the dates presented in the Tentative Schedule. After the oral presentations, there will be a question and answer period. You will be notified of the total presentation time. In addition to Proposer management, key personnel performing day to day activities will be requested to attend. The criteria for the scoring of the oral presentations is included as Attachment C.

Please note: Upon completing the selection process under this RFP, Visit California will notify the winning Proposer and all other Proposers who were not selected. Visit California's deliberations are confidential. Accordingly, while we understand that non-selected proposers may wish to ascertain reasons for their non-selection, Visit California is unable to respond to any subsequent questions and/or requests for information as to why a company was not selected.

7. TENTATIVE SCHEDULE

² Global content creation will be funded separately. Your proposal need only include a staffing plan for this item.



This tentative schedule may be altered at any time at the discretion of the Commission.

July 19, 2017	RFP public announcement
July 31, 2017 (4:00 pm PST)	Deadline for agency to submit <i>Intent to Bid</i> & questions
August 7, 2017	Q&A provided to proposers
September 5, 2017 (4:00 pm PST)	Deadline for agency to submit proposal
September 15, 2017	Compliance review completed – Committee review begins
November 2, 2017	Finalists selected and notified (actual notification date varies)
November 6, 2017	Pre-calls with finalists
November 18-21, 2017	Management conducts oral interviews in Japan
November 29, 2017	Selected proposer announced (actual notification date may vary)
January 1, 2018	Commencement date of new contract

8. PROPOSAL REQUIREMENTS

8.1 Questions & Minimum Requirements

Questions

All Proposers wishing clarification of this RFP must submit questions via email to: RFP Submissions rfps@visitcalifornia.com by the date and time referenced in Section 7, Tentative Schedule. **Prior to submitting questions, please review the questions and answers located on our website at: <http://industry.visitcalifornia.com/About-Visit-California/Requests-for-Proposals>.**

Notice of Intent to Bid

Notice of Intent to Bid, Attachment A, must be received by **July 31, 2017** 4:00 pm, PST. The notice must be submitted via e-mail to rfps@visitcalifornia.com. The Notice of Intent to Bid is non-binding; however, it ensures the receipt of all addenda related to this RFP. Proposals will be accepted only from applicants who submitted a timely Notice of Intent to Bid.

Budget Form

A complete Budget Form (Attachment B) must be included. All costs associated with the Scope of Work must be included in the format provided in U.S. dollars. Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by Visit California.

Financial Statements

Proposers are required to demonstrate financial viability for maintaining an account of this size. Please provide **one copy** of GAAP / IAS compliant financial statements, including but not limited to:

- Income Statement; and
- Balance Sheet.

All of the above Financial Statements must be the most recent statements available, but no more than 12 months old. Financial statements are to be submitted in a sealed envelope. After review, all financial statements will be destroyed or returned to Proposer.

If Proposer would like a Non-Disclosure Agreement (NDA) signed, please complete, sign, and return the NDA (Attachment D) along with your *Intent to Bid* form by the date specified in the Tentative Schedule.

If proposal is a joint proposal, you must submit financial statements for both Proposers.

Please note that financial statements are not optional, but a minimum requirement, even for private companies. Proposers who do not provide financial statements will not be considered.

Other Minimum Requirements

- Your company must have been in business and have at least five years' experience in marketing and sales representation within the tourism industry.
- You must not have any direct interest in any tour wholesaler companies, general travel agencies, or commercial or charter airlines based in Japan.
- Your company must have core competency in at least two of the three following areas. You should clearly highlight these competencies within your written proposal.
 - Travel Trade
 - Public Relations / Media Relations
 - Digital / Owned Assets

All proposals submitted shall become the property of Visit California and shall not be returned to the Proposer. Visit California also reserves the right to:

- Reject any and all bids;
- Waive any or all mandatory requirements, if no proposers meet one or more of those requirements;
- Cancel this RFP;
- Revise the amount of funds available under this RFP;
- Amend this RFP as needed;³ and
- Not select a vendor and award a contract from this RFP.

All proposers agree that budget costs submitted with their proposals are valid for 180 days from the date Visit California receives your proposal.

Proposals may be rejected if minimum requirements are not met.

8.2 Proposal Structure

Please provide:

- a detailed table of contents or index which lists each key section of your proposal;
- page numbers within your proposal; and
- tabs or other methods to identify key sections of your proposal.

Please also place sections of your proposal in the order they are presented within this RFP.

8.3 Description of Proposer

Services and Activities

- Provide a letter of interest and executive summary of proposal.
- Provide a description of the nature of your company's primary services.
- Provide the year in which your company was formed.
- Note your company's history and expertise in marketing and specifically within the tourism industry, if any.
- List the address from which the primary work on the contract would be performed.

³ If RFP is amended, Visit California will send an addendum to all Proposers.

- List the size of your company by headcount, within Japan and worldwide, if applicable.

Conflict of Interest

- The proposer shall list all tourism-related clients for whom it has acted in country during the past 12 months.
- The proposer must certify that there is **no conflict of interest** between any existing contracts. Client relationships that could potentially be a conflict of interest must be listed together with a discussion of how the Proposer will resolve the potential conflict of interest.

Personnel / Management

- The proposer shall identify:
 - The contract manager for this work; and
 - The individuals who will be conducting the day to day work.
- For all individuals assigned to this account, please provide:
 - Overall experience in marketing accounts; and
 - Current resumes/biographies demonstrating qualifications related to this RFP. Include length of time with agency.

Subcontractors

- The proposer should identify all proposed subcontractors for work that exceeds \$5,000 and document which portions of service will be performed by subcontractors and their ability to perform the work. For each subcontractor, please provide the name and background of their company, if applicable. Additionally, proposer should submit resumes of proposed subcontractor's key personnel, including those conducting day to day work.
- **The use of subcontractors is subject to approval by the President and CEO of Visit California. Therefore, not all work recommended by the proposer will necessarily be approved and not all subcontractors listed in the Proposal will necessarily be selected.** The proposer must make it clear to any subcontractors included in the proposal that even if the proposer is selected, the subcontractors may not necessarily be selected.

8.4 Marketing Proposal

Your proposal should be based on a full year of activities. Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items listed below. The discussion of these items will be used to evaluate the proposer's qualifications for effectively delivering the requirements outlined within this RFP. Please submit programming for a 12-month period of activity at USD \$1,000,000.

Your discussion should include the details and strategies of how you intend to accomplish the tasks involved, your experience in accomplishing those tasks, estimated timeframes for accomplishing those tasks, an implementation schedule, and any deliverables you may provide that will be derived from those tasks. In addition, you should also include a discussion of any relevant managerial experience, examples of any relevant past projects that demonstrate your skills and qualifications, and any other relevant information and evidence to support your skills and qualifications for successfully executing this scope of work and meeting our objectives.

Please note that the Scope of Work and all tasks involved will be subject to negotiation between Visit California and the Awardees' for the initial contract period. The details of your proposal will be used to negotiate the contract scope of work, and to evaluate your overall proposal as described in Attachment C, Written & Oral Proposal Evaluation Criteria.

- Japan market overview.
- Conditions in the marketplace.
- Competitive analysis.
- Marketing objectives.
- List of research companies / services to which your agency subscribes.
- Provide outline of strategic planning process as it relates to time allocated to strategy vs. execution.
- Current and past client list.
- Marketing strategy and overview for the following budget line categories:

Communications

- Public Relations strategy(s) to include, but not be limited to, the identification of potential story angles against market niches; support needed to achieve stories; identification of unconventional means to gain exposure; target publications that align with the targeted lifestyle segments; identification of media vehicles from traditional print to social media.
- Working closely with Visit California Headquarters (HQ). HQ will be based in Sacramento, and consist of your Country Director, International Public Relations Manager, and Asia Travel Trade Manager, who are all based in Sacramento, California. Together you will develop a cohesive global digital influencer strategy to expand the reach of Dream Big aspirational messaging and harness the power of multi-channel media personalities. Standards of audience reach, content quality and brand alignment will be established as part of this new streamlined approach, with further localization as appropriate for the market. Dedicated digital influencer programs such as press trips to meet the specialized needs of this audience and leverage the development of content.
- Communication strategy(s) to build and strengthen communication with appropriate California industry partners, keeping them apprised of activities occurring in market.

Travel Trade

- Travel Trade strategy to include, but not be limited to, the identification of new initiatives to promote California during the course of the year to the Travel Trade; the determination of new strategies to participate in targeted co-opportunities with airlines and travel trade, targeting key markets in Japan; discovering of retail strategy(s) to align with Travel Trade distribution channels and opportunities for partnerships, including identifying actions to align with wholesalers, on-line travel agencies (OTAs), airlines, and retail travel agencies, both in communicating as well as stimulating arrivals to the destination.
- Working closely with Visit California HQ. The Travel Trade team will consist of your Country Director, Director of Travel Trade, and Travel Trade Manager, who are all based in Sacramento, California. Together you will identify and develop a schedule for participation in industry events, tradeshow, workshop presentations, and seminars that reflect participation level consistent with Visit California goals. This will also include the expansion of product development in the Japanese market.

- Educational strategy(s) and activities to educate and train tour operators and retail agents about California, including but not limited to familiarization trips; use of “California STAR” platform and travel trade engagement and training. Visit California’s on-line training program and other creative vehicles to educate and communicate our destination product.

Owned Channels

- As the key element to direct to consumer communication, please include an owned channel strategy, including social media strategies and evaluation of the most appropriate in-market platforms.
- The owned channel strategy consists of four key components: content localization, content creation, content management through Visit California’s platform, and content distribution through partnership.

Other Requirements

- Visit California’s selection committee would like to know more about your agency and its personnel. Please submit no more than a five-minute video (with a link to your video – e.g. on your website, youtube.com, vimeo.com, etc.) within your proposal that (1) introduces us to each member of your staff who will be working on this account, (2) has each staff person discuss their experience within their area of expertise, and (3) presents your office space. Please submit this video for evaluation with your written proposal package. Video does not have to be high quality in production and can be done with a Go Pro level of camera.
- In addition to the above, please develop a strategy for luxury brand development in the Japanese market.

8.5 Scope of Work

The following Scope of Work is designed to provide guidance for determining your total costs. Your total costs cannot exceed USD \$1,000,000 for a full year of programming.

Communications/Public Relations

- Target appropriate Tier 1 and Tier 2 trade media that are appropriate for the California brand and secure positive publicity.
- Issue and distribute news releases and media newsletter on a regular basis including “What’s New in California”.

- Generate qualified press leads for California travel industry.
- Develop and maintain ongoing electronic media database accessible by Visit California.
- Maintain the online press room in the Visit California's media portal.
- Organize press familiarization trips.
- Schedule media appointments at trade shows.
- Coordinate media receptions and special events (if applicable).
- Proactive pitch development and execution to media audience about leisure travel to California and Visit California promotional activities.
- Provide creative ideas for unique partnerships to leverage resources.
- Leverage in-market contacts to explore new promotional partnerships to extend the California brand in Japan.
- Provide monthly PR activity and results report.
- Provide monthly press clippings report.
- Assist with crisis communications support as needed.
- Work with Visit California headquarters office on crisis communication outreach as needed.

Travel Trade

- Provide annual brochure analysis.
- Provide brochure and literature fulfillment to travel trade.
- Develop and maintain list of top-producing tour operators.
- Maintain regular contacts via sales calls, meetings, and travel trade newsletters.
- Develop and distribute regularly scheduled quarterly travel trade newsletter to key travel trade.
- Develop and maintain an online section for the travel trade industry.
- Maintain existing online training program and conduct educational seminars with travel trade in Japan.
- Generate qualified leads for California travel industry.
- Promote and support airline-sponsored or wholesale company-sponsored familiarization tours.



- Represent California at selected travel trade shows and events in market to be jointly determined by Visit California.
- Maintain membership in key professional associations that promote travel and tourism.
- Coordinate co-operative trade programs with select travel partners.
- Form a tour operator advisory board consisting of key tour operators and meet with board annually. (TBD)
- Develop and expand engagement of travel agents via utilization of the California STAR training platform.
- Execute a bi-annual sales mission to the market for California travel industry.

Owned Channel Management

- Work with Visit California on an annual localized content calendar.
- Translate and provide localization of Facebook post, or content on any other relevant social media channel, as provided by Visit California HQ.
- Execute Website updates.
- Work closely with the Visit California content team on development and execution of content strategy and content localization across all Visit California owned channels.

Account Administration

- Provide Visit California a written monthly progress report on activities and accomplishments.
- Progress Report is to be received by the 10th of the succeeding month in which the activities were performed. Sample progress report will be provided to the selected bidder upon request.
- Provide detailed back-up and appropriate receipts for all monthly expenses related to billable services and out-of-pocket purchases. This documentation shall be submitted monthly along with monthly invoice and report and is subject to audit at Visit California discretion.
- Provide annual top-line report that includes a competitive analysis indicating the state of the industry, California's position in the market, and issues that could adversely or positively affect the destination's strategic position
- Store and maintain adequate amounts of Visit California collateral and promotional items.

- Maintain a dedicated business phone/fax/e-mail contact for trade and press inquiries about California and be able to disseminate appropriate information expediently.

9. BILLING & RELATED REQUIREMENTS

9.1 Contract Requirements & W-8

Winner of RFP will be required to abide by Visit California contracting requirements. This includes the conditions and terms contained within our standard Contract Template. **Please review this template prior to submitting a proposal to ensure these terms are acceptable.** The standard Contract Template and information on contracting requirements can be found at <http://industry.visitcalifornia.com/About-Visit-California/Requests-for-Proposals/>

You will also be required to submit United States Internal Revenue Service (IRS) Form W-8BEN-E.

9.2 Internal Control Structure

Please provide a detailed discussion of your internal control structure for ensuring the following controls are in place and operating effectively:

- Controls for ensuring exchange rates are calculated properly;
- Controls for ensuring the accuracy of invoices from Proposer's sub-contractors, and the accuracy of invoices provided to Visit California; and
- Controls for ensuring that no expenses are incurred without prior approval.

9.3 Billing

We limit contractor invoicing to two invoices per month. One invoice shall be for Administration & Overhead. The other invoice shall be for out of pocket expenses. Receipts are required for all out of pocket expenses.

10. DELIVERY OF PROPOSAL

Each bidder is required to deliver **ten** hard copies in addition to an electronic version of their proposal. Only **one** copy of Financial Statements is required. Electronic versions of the



proposal must be in PDF format and sent to RFP Submissions at rfps@visitcalifornia.com.
Hard copies must be sent by courier such as FedEx or UPS to:

Visit California
Request for Proposal: Marketing Services - Japan
Attn: RFP Submissions
555 Capitol Mall, Suite 1100
Sacramento, CA 95814 USA

Proposals may not be faxed. **Proposals must be received by the date and time referenced in the Tentative Schedule. Late submissions will not be accepted.**



ATTACHMENT A

**NOTICE OF INTENT TO BID
MARKETING SERVICES - JAPAN**

Due: July 31, 2017

4:00 PM PST

Send to:

Debi Himovitz
Contracts Manager
rfps@visitcalifornia.com

Name of Proposer:
Contact Person:
Mailing Address:
Agency URL:
Telephone:
Fax Number:
Email Address:
Signed



ATTACHMENT B

**BUDGET FORM
MARKETING SERVICES - JAPAN**

FINANCIAL BUDGET				
Budget Line Items	Name of Program			Program Cost
Communications/Public Relations				
Travel Trade				
Owned Channels				
Account Administration (include only your retainer / fee)				
Other / Miscellaneous Out of Pocket Expenses				
Total Cost				
STAFFING BUDGET				
Title	Years with Company	Years in RFP Field	Hourly Rate	% Time Assigned to Account
			Total FTE's	

SAMPLE OF PROPOSED BUDGET FORM

Example of how to complete the budget form. Numbers provided are examples only.

FINANCIAL BUDGET				
Budget Line Items	Name of Program			Program Cost
Communications/Public Relations	Press FAM to Southern California			\$5,000
Travel Trade	Monthly consumer email marketing distribution			\$5,000
Owned Channels	Content curation and development			\$60,000
Account Administration	Retainer			\$30,000
Other Out of Pocket Costs	Travel			\$5,000
Total Cost				\$105,000
STAFFING BUDGET				
Title	Years with Company	Years in RFP Field	Hourly Rate	% Time Assigned to Account
Director	10	15	\$100	25%
Travel Trade Manager	8	10	\$75	50%
PR Manager	5	7	\$50	50%
Content Coordinator	2	3	\$40	100%
			Total FTE's	2.25



**ATTACHMENT C
WRITTEN & ORAL PRESENTATION / POPOSAL EVALUATION CRITERIA**

Written proposals will be reviewed, evaluated and scored by an evaluation committee. The evaluation committee may, if they deem necessary, select certain proposers for oral interviews. Interviews apply only to the top finalists, as determined by the evaluation committee. Evaluation of written and oral proposals will be based on the following criteria.

	Max. Points	Score
1. OVERALL EXPERIENCE OF FIRM	20	
Our evaluation will include an assessment of such items as the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, and related items.		
2. SCOPE OF WORK	20	
Our evaluation will include an assessment of the quality of proposed strategies, creativity, detail of plan, ROI measurement systems, and related items.		
3. FAMILIARITY WITH VISIT CALIFORNIA BRAND & PRODUCT	10	
Our evaluation will include our assessment of your understanding of our organization and how you integrated this knowledge into your proposal, cultural fit, and related items.		
4. QUALIFICATIONS OF PERSONNEL	10	
Our evaluation will include an assessment of the qualifications, experience, and creativity of your managerial team, staff, and subcontractors, and related items.		
5. CAPABILITIES	20	
Our evaluation will include an assessment of your past performance related to developing effective public relations / marketing programs.		
6. COST EFFECTIVENESS	20	
The maximum services are provided in relation to the fees charged and value of overall project. The budget is reasonable and appropriate.		
TOTAL POINTS	100	



ATTACHMENT D

NON-DISCLOSURE AGREEMENT (Proposal Information)

THIS NON-DISCLOSURE AGREEMENT ("**Agreement**") is made as of _____ ("**Effective Date**") by and between _____, a _____ ("**Disclosing Party**"), and the California Travel and Tourism Commission, a California non-profit mutual benefit corporation dba Visit California ("**Receiving Party**"), on the following terms and conditions:

1. Background and Purpose. Receiving Party has issued a request for proposal to which Disclosing Party intends to respond with a proposal (the "**Proposal**"). The proposal and supporting documentation will contain certain financial and other business information that is considered confidential and proprietary information by the Disclosing Party (the "**Confidential Information**"). The Disclosing Party has agreed to provide and the Receiving Party has agreed to hold and use the Confidential Information pursuant to the terms and conditions of this Agreement.

2. Requirement to Retain Confidentiality. The Confidential Information is regarded by the Disclosing Party as highly valuable and is not known publicly. Its continued value depends, in part, on retaining its confidential nature. The requirements of this Agreement will apply to the Confidential Information for a period of three (3) years from the Effective Date.

3. Use or Disclosure of Confidential Information. The Receiving Party recognizes that the improper use, disclosure or release of all or any portion of the Confidential Information could cause substantial damage to the Disclosing Party and its affiliates and damage his potential opportunities and revenues, and otherwise have a detrimental impact on the Disclosing Party. Accordingly, all Confidential Information received by the Receiving Party shall be (a) used solely for the purpose of the Receiving Party's evaluation of the Proposal, and (b) kept confidential and shall not be disclosed by Receiving Party in any manner whatsoever, in whole or in part, to any person who is not a party to this Agreement, or (ii) used or included in any information or reports disclosed or distributed by the Receiving Party to any person who is not a party to this Agreement; provided that Receiving Party is authorized to disclose the Confidential Information to affiliates, attorneys, agents, representatives, or employees of the Receiving Party who will review the Confidential Information in connection with the Proposal, subject to the terms and conditions of this Agreement.

4. Information Not Covered by Agreement; Disclosure under Legal Compulsion. Confidential Information shall not include such portions of the Confidential Information as are or become: (i) generally available to the public other than as a result of a disclosure in violation of this Agreement, (ii) available to a party to this Agreement on a non-confidential basis from a source (other than a party to this Agreement), which source is not prohibited from disclosing such Confidential Information by a legal, contractual, or fiduciary obligation, (iii) known by the Receiving Party prior to such disclosure as shown by credible evidence, or

(iv) subject to a governmental, judicial, or administrative order, subpoena or discovery request. If the Receiving Party receives any subpoena, order or other document legally compelling the Receiving Party to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained or not requested, the Receiving Party agrees that it shall furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to disclose and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed. Additionally, notwithstanding the foregoing, Disclosing Party acknowledges and agrees that Receiving Party is subject to the California Public Records Act, ("PRA") and shall provide any materials and make any disclosures required for Receiving Party to comply with the PRA.

5. Safeguard Confidential Information. The Receiving Party agrees to safeguard all Confidential Information in a secure place and restrict the disclosure of any Confidential Information as provided herein.

6. Property. The Confidential Information shall remain the exclusive property of the Disclosing Party. Upon the termination of the discussions regarding the Proposal the Receiving Party shall return any documentation or recordings of the Confidential Information, together with all copies thereof, immediately to Disclosing Party, provided that Receiving Party may retain a copy in its records, pursuant to its records retention policy, subject to the continuing obligation of confidentiality with respect to such Confidential Information.

7. Attorneys' Fees; Prejudgment Interest. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

9. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules.

10. Notices. All notices and communications pursuant to this Agreement shall be given in writing by personal delivery, prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, or facsimile transmission, and shall be



deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, or upon acknowledgment of receipt of electronic transmission if sent by facsimile transmission.

11. Waiver of Breach. No covenant or condition of this Agreement can be waived except by the written agreement of the party entitled to enforce the covenant or condition. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

12. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the matters described herein. This Agreement supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to the matters described herein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original document and all of which, taken together, shall be deemed to constitute but a single original document.

Each of the parties hereto has executed this Non-Disclosure Agreement as of the Effective Date first set forth above.

DISCLOSING PARTY:

RECEIVING PARTY:

California Travel and Tourism Commission,
a California non-profit mutual benefit
corporation dba Visit California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____