



visit
California

Request for Proposals

Regional Strategic Tourism Plans



August 2, 2022

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified organization, or consortium of organizations capable of researching, preparing, and disseminating a 10-year Strategic Tourism Plan for each of California's 12 tourism regions as defined by Visit California, to support our mission of promoting 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.

The total budget for this RFP is \$5,000,000. The annual contract period for the Scope of Work contained within this RFP will be approximately January 1, 2023 to December 31, 2024. Visit California reserves the right to adjust the budget and related services.

Attached is an 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.

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), August 16, 2022.

Sincerely,

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

Caroline Beteta
President and Chief Executive Officer
Visit California

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1. Introduction

California is the leading visitor destination in the United States peaking at US\$144.9 billion in 2019 for travel and tourism related spending prior to the pandemic. 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 maintain California's position as a top destination in the U.S.

About Visit California

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. As the tourism industry recovers from the Covid-19 pandemic, Visit California has received public funds from the Legislature to help stimulate tourism marketing.

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 travel trade industry. For more details, visit industry.visitcalifornia.com. Also visit travelmattersca.com, the site produced by the Public Affairs unit about the economic impact of tourism and the effort to make the industry more sustainable.

2. Purpose And Vision

2.1 Purpose

The purpose of this request for proposals is to engage a vendor or consortium of vendors to research, prepare and disseminate 10-year strategic tourism plans for each of California's 12 tourism regions as defined by Visit California (see **Attachment E**):

1. San Diego County
2. Orange County
3. Deserts
4. Inland Empire
5. Los Angeles County
6. Central Coast
7. Central Valley
8. Gold Country
9. San Francisco Bay Area
10. High Sierra
11. Shasta-Cascade
12. North Coast

2.2 Vision

This work should help state, regional and local tourism entities develop pathways to:

- Establish stronger links between tourism and its economic impact on local communities, while mitigating links between tourism and negative impacts.

- Create stronger brand perceptions for their destinations.
- Maintain safer, cleaner destinations.
- Create community- and industry-wide support for responsible travel principles and strategies to protect the environment and cultural assets.
- Encourage destination development that maximizes diversity and equity and appeals to all visitors.
- Build more lasting alliances between the tourism industry and civic, governmental, and political leadership in each region.
- Develop priority recommendations for infrastructure projects that aid tourism.
- Create a more stable workforce by ameliorating housing imbalances and health and safety concerns.
- Identify and improve visitor volume impacts that degrade the community and the visitor experience.

3. Contract Term

The proposal will be based on a contract term of January 1, 2023 – December 31, 2024.

Within the given contract term, we seek your recommendations on reasonable milestones and target dates for project deliverables based on this scope of work.

4. Available Funds

Visit California will fund the contract up to \$5,000,000 (USD)

- Visit California has \$5 million for this project -- \$375,000 per region with a \$500,000 project contingency fund.

- The proposal must describe how these funds will be budgeted, by function, by region, and by personnel allocation.

The budget for this RFP shall be made in U.S. dollars.

Funding for the project described in this RFP has been awarded under Federal Grant Award 07-79-07802 by the Economic Development Administration (EDA) under §703 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3149 and 3233. As a result, any vendors awarded contracts under this RFP must be willing to abide by all required provisions of federal laws and regulations, including without limitation 2 CFR §§200.326 and 200.327. Vendors submitting proposals under this RFP are strongly encouraged to consult with their legal counsel to determine how federal contracting rules might relate to their bid, or the ability to perform under agreements potentially executed thereafter.

5. Evaluation Process & Criteria

Visit California will form a committee to evaluate the written proposals. The criteria for the scoring of the proposals are included as **Attachment B**. 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, to gain knowledge or an advantage, may result in disqualification of Proposer.

6. Tentative RFP Schedule

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

Deadline	RFP Event
August 2, 2022	RFP public announcement
By August 16, 2022 (by 4:00pm PST)	Deadline for agencies to submit <i>Intent to Bid</i>
August 16, 2022	Deadline for agencies to submit <i>Questions</i>
Week of August 29, 2022	Posting of Q&A on website
September 21, 2022 (by 4:00pm PST)	Deadline for the agencies to submit proposal
September 27, 2022	Compliance review completed – Committee review begins
Week of October 24, 2022	Finalists selected and notified
Week of October 24, 2022	Discovery/Pre-Calls with qualified proposers (if applicable)
Week of November 7, 2022	Management conducts oral interviews
Week of November 14, 2022	Selected proposer announced – contract negotiations begin
January 1, 2022	Commencement date of new contract

7. Proposal Requirements

7.1 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 6, 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 returned by **August 16, 2022 at 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 C**) must be included and be complete before proposal submission in the excel file format provided with this RFP. 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 GAAP / IAS compliant YoY Comparative financial statements, including but not limited to:

- Income Statement; and
- Balance Sheet

All the above Financial Statements must be the most recent statements available, but no more than 12 months old. Financial statements can be submitted online or in a sealed envelope and addressed and mailed to Jordan Kerr, Director of Finance/Controller, RFP Submissions -Visit California at the address listed on page 18. 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 a 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.

7.2 Other Minimum Requirements

We seek a partner with the following minimum experience:

- Agency or agencies must have at least considerable experience in the capacity of strategic planning and communication
- Demonstrated competency in coalition building and/or undertaking multi-layered research projects requiring a wide swath of sources

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:

- Adjust the RFP timeline.
- Award all, part, or none of this RFP to any number of proposers.
- Reject any and all bids.
- Waive any or all mandatory requirements if no proposers meet one or more of the requirements.
- Cancel this RFP.
- Revise the amount of funds available under this RFP.
- Amend this RFP as needed; 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. Content of Proposal

Your proposal should be based on a full two calendar years of activities. Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items listed in sections 10.1 – 10.6 and 11.2 below. The discussion of these items will be used to evaluate the proposer's qualifications for effectively delivering the requirements outlined within this RFP.

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 awardee 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 B**, Proposal Evaluation Criteria.

We understand that contingencies may be required for areas requiring additional information or consultations. Please highlight any such areas along with budget ranges if applicable. You may also contact us via email to obtain additional information and/or to set up a consultation.

8.1 Services and Activities

- Provide a letter of interest and executive summary of the proposal.
- Provide a description of the nature of the proposer's services and activities.
- Provide the year in which the company was formed.
- Note the company's history and expertise as it pertains to this RFP, including relevant case studies

- List the address from which the primary work on the contract would be performed (if applicable).
- List the size of the organization by headcount.
- List the number of full-time and part-time employees. Do not list any sub-contractors in this section.

8.2 Conflict of Interest

- 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 and receive approval from other clients, if needed, prior to the oral interviews.

8.3 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/curriculum vitae (CV) demonstrating qualifications related to this RFP. Include the length of time with the agency, as well as length of time in the industry.
 - Provide an organizational chart for the management and staff that will be assigned to this account.

8.4 Subcontractors

- The proposer should identify all proposed subcontractors for work that exceeds US\$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, the

proposer should submit resumes of the 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.

8.6 Biddable Services

The purpose of this request for proposals is to engage a vendor or consortium of vendors to research, prepare and disseminate 10-year strategic tourism plans for each of California's 12 tourism regions as defined by Visit California (see **Attachment E**):

1. San Diego County
2. Orange County
3. Deserts
4. Inland Empire
5. Los Angeles County
6. Central Coast
7. Central Valley
8. Gold Country
9. San Francisco Bay Area
10. High Sierra
11. Shasta-Cascade
12. North Coast

This work should help state, regional and local tourism entities develop pathways to:

- Establish stronger links between tourism and its economic impact on local communities, while mitigating links between tourism and negative impacts.
- Create stronger brand perceptions for destinations.
- Maintain safer, cleaner destinations.
- Create community- and industry-wide support for responsible travel principles and strategies to protect the environment and cultural assets.
- Encourage destination development that maximizes diversity and appeals to all visitors.
- Build more lasting alliances between the tourism industry and civic, governmental, and political leadership in each region.
- Develop priority recommendations for infrastructure projects that aid tourism.
- Create a more stable workforce by ameliorating housing imbalances and health and safety concerns.
- Identify and improve visitor volume impacts that degrade the community and the visitor experience.

In each region, the vendor shall:

1. Create a more stable workforce by ameliorating housing imbalances and health and safety concerns.
2. Develop plans that assess tourism issues, challenges and needs. Areas of inquiry shall include:
 - a. Tourism marketing and promotion
 - i. Analysis of structure and funding authority of all organizations promoting tourism in the region.
 - b. Economic development
 - i. Community economic impact of tourism

- ii. Barriers to growth
 - c. Sustainability
 - i. Destination stewardship
 - 1. Visitor management
 - ii. Responsible travel principles
 - iii. Protection of environmental and cultural assets
 - iv. Alignment with accepted principles of diversity, equity and inclusion
 - v. Climate change impacts
 - vi. Outdoor recreation
 - d. Workforce development and labor shortages
 - e. Visitor safety
 - f. Housing
 - i. Capacity
 - ii. Imbalances with workforce
 - iii. Conflicts with residents
 - g. Public infrastructure
 - i. Transportation/Traffic
 - ii. Solid waste
 - iii. Water
- 3. In preparing the plans, the vendor shall consult and coordinate with designated contacts, or their designees, at Visit California and the Governor's Office of Business and Economic Development (Go-Biz).
- 4. The vendor also shall consult with a wide variety of entities in each region, including:
 - a. Tourism industry
 - i. Destination marketing/management organizations
 - ii. Visitor and convention bureaus
 - iii. Tourism businesses (Accommodations, restaurants, attractions, tourism-related retailers, transportation companies)
 - 1. Owners, operators
 - 2. Tourism employees
 - 3. Relevant labor unions
 - b. Other relevant profit or non-profit tourism associations
 - c. Civic leadership
 - i. Chambers of Commerce and other business associations
 - ii. Environmental groups and outdoor recreation groups

- iii. Other advocacy organizations in relevant fields – transportation, housing, economic development, waste management
 - d. Regional, county and local governmental leaders and officials responsible for:
 - i. Transportation
 - ii. Economic development
 - iii. Housing
 - iv. Law enforcement
 - v. Utilities
 - vi. Other relevant areas of responsibility
 - e. Residents
 - i. Utilize Visit California community sentiment research completed for each region in Fall, 2022
 - ii. Resident organizations
- 5. Recommend goals, strategies, and actions to address the issues over a 10-year period.
- 6. Review and pressure test the findings with regional tourism leaders in each region and key statewide stakeholders at Visit California.
- 7. Write and adopt uniform, broadly accessible presentations for all 12 regions for both printed and digital platforms.
- 8. Coordinate the dissemination of the strategic tourism plan:
 - a. Distribute printed and/or digital access to relevant organizations in each region.
 - b. During FY 2024, present findings and recommendations in at least one in-person public meeting per region that is broadly advertised to potentially attract plan stakeholders and participants, residents, elected and appointed government leaders.
 - c. Work with Visit California to develop a statewide presentation of all 12 regions to the Visit California Board of Directors and other parts of the Visit California governance structure.
- 9. Issues proposals should address.
 - a. How will the bidder approach the concurrent development and completion of 12 specific plans across a diverse

- destination of nearly 164,000 square miles?
- b. How will the bidder execute outreach to a broad group of stakeholders in each region and ensure a diversity of viewpoints, including those from underserved communities?
 - c. Explain how the planning team will be assembled/structured to assure that all 12 plans are delivered on time and that each component of the plan (1, a-g) is addressed consistently and with specific expertise.
 - i. Will there be a single corporate entity responsible for all aspects of the project, or will there be a consortium of entities with subject-specific expertise or task-specific expertise?
 - d. Describe the likely structure of the plan dissemination, both the written components and live presentations.
 - e. Explain how the plan development process will integrate existing strategic plans -- from tourism entities, local governments and state governments.
 - f. How will plan development approach vastly different dynamics between urban and rural regions?

9. Billing and Related Requirements

9.1 Contract Requirements & W-9

The winner of the RFP will be required to abide by Visit California contracting requirements. 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 a United States Internal Revenue Service (IRS) Form W-9.

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 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.

The budget for this RFP and all 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.

10. Proposal Submission

Each bidder is required to deliver **one** hard copy in addition to an electronic/PDF version of their proposal. Electronic versions of the proposal must be in PDF format and sent to RFP Submissions at rfps@visitcalifornia.com. Hard copy must be sent by courier such as FedEx or UPS by **August 16, 2022** to:

Visit California
Request for Proposal: Regional Strategic Tourism Plans
Attn: RFP Submissions
555 Capitol Mall, Suite 1100
Sacramento, CA 95814 USA

Please Note:

- **Proposals must be received by the date and time referenced in the Tentative Schedule.**
- **Late submissions will not be accepted. Please consider this when mailing out documents.**
- **Proposal may not be Faxed.**

ATTACHMENT A

NOTICE OF INTENT TO BID REGIONAL STRATEGIC TOURISM PLANS RFP

Due: August 16, 2022
4:00 PM PST

Send to:
rfps@visitcalifornia.com

Name of Proposer:	
Contact Person:	
Mailing Address:	
Agency URL:	
Telephone:	
Fax Number:	
Email Address:	
Signed:	<hr/>

ATTACHMENT B

WRITTEN & ORAL PRESENTATION/PROPOSAL 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		
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.	20	
2. SCOPE OF WORK		
Our evaluation will include our assessment of your represented ability to perform duties listed in the Scope of Work and your responses to the Sample Event and other proposal information requirements.	20	
3. FAMILIARITY WITH VISIT CALIFORNIA BRAND & PRODUCT		
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.	10	
4. QUALIFICATIONS OF PERSONNEL		
Our evaluation will include an assessment of the qualifications, experience, and creativity of your managerial team, staff, and subcontractors, and related items.	10	
5. CAPABILITIES		
Our evaluation will include an assessment of your past performance related to strategic planning and communication plans.	20	
6. COST EFFECTIVENESS		
The maximum services are provided in relation to the fees charged and value of overall project. The budget is reasonable and appropriate.	20	
TOTAL POINTS	100	0

ATTACHMENT C

BUDGET FORM

REGIONAL STRATEGIC TOURISM PLANS RFP

An excel version of both budget forms is required to be submitted, and can be found at:
<https://industry.visitcalifornia.com/about/request-for-proposals>

PROPOSED BUDGET

Budget Line Items	Included Tasks, Deliverables	Program Cost	% of Total
Outreach		\$ -	0%
			0%
			0%
Research/Writing		\$ -	0%
			0%
			0%
Presentation		-	0%
			0%
			0%
Account Administration		-	0%
			0%
			0%
PROPOSED TOTAL		\$ -	

STAFFING BUDGETS

Title	Years with Company	Years in Industry Field	Hourly Rate	% Time Assigned to Account
			Number of FTE's	0.00

SAMPLE OF PROPOSED BUDGET FORM

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

PROPOSED BUDGET

Budget Line Items	Included Tasks, Deliverables	Program Cost	% of Total
Communications/Public Relations		\$ 5,000	6%
	Press FAM to Southern California	5,000	6%
			0%
Travel Trade		\$ 2,500.00	3%
	Training to Air France call center agents	2,500	3%
			0%
Owned Channels		2,000	2%
	Paid social post on Facebook	2,000	2%
			0%
Account Administration		80,000	89%
	Retainer	50,000	56%
	Off Travel - OOO	30,000	34%
PROPOSED TOTAL		\$ 89,500	

STAFFING BUDGETS

Title	Years with Company	Years in Industry Field	Hourly Rate	% Time Assigned to Account
Director	10	15	\$135	25%
Travel Trade Manager	8	10	\$75	50%
PR Manager	5	7	\$75	50%
Content Coordinator	2	3	\$50	100%
Number of FTE's				2.25

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 Part 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 of 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: _____

ATTACHMENT E

CALIFORNIA'S 12 TOURISM REGIONS
AS DEFINED BY VISIT CALIFORNIA

