

visit
California

Request for Proposals



Digital Tourism Marketplace Services



November 9, 2023

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified company to provide **Digital Tourism Marketplace Services** 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.

Visit California oversees the production of a variety of marketing activities, that may include television and online advertising, content marketing to include Website, social media, content series, visitor publications and maps, cooperative programs with traditional and non-endemic partners, 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 total budget for this RFP is, on average, US\$500,000 per year. The annual contract period for the Scope of Work contained within this RFP will be approximately February 1, 2024 to February 1, 2025. Visit California may renew the contract each subsequent year for a three-year period, at its discretion. 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.



Proposals are due to Visit California no later than 4:00 p.m. Pacific Standard Time (PST), December 8, 2023.

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\$140.6 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

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

Visit California's marketing budget is 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. 24 of the commissioners are elected by the approximately 18,500 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.

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 Company Expertise Requirements

2.1 Purpose

The purpose of this RFP is to seek and retain a qualified company to provide **Digital Tourism Marketplace Services** to support our mission of promoting California as a premier travel destination. You will be responsible for the design, development, and implementation of a tourism marketplace platform for Visit California.

2.2 Company Expertise

Your company should be an expert in the global tourism industry. We require:

- At least five years' experience building and hosting a global tourism platform.

3. Contract Term

The initial contract term shall be one year. Visit California reserves the right to renew its agreement prior to the end of each contract term for a total of three (3) 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 prior to renewal. Proposed renewals are also assessed according to program direction, funding, and consistency of price and scope of work continuity.

The proposal will be based on a contract term of February 1, 2024 to February 1, 2025.

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

We are seeking quality, cost-effective services. **Visit California will fund the contract up to \$500,000 (USD) annually.**

Visit California reserves the right to adjust both the budget and related services.

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 A**. 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.

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.

6. Tentative RFP Schedule

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

Deadline	RFP Event
November 10, 2023	RFP public announcement
November 23, 2023	Deadline for agencies to submit questions
November 27, 2023	Posting of Q&A on website
By December 8, 2023 (by 4:00 pm PST)	Deadline for agencies to submit proposal
December 15, 2023	Compliance review completed – Committee review begins
Week of December 18, 2023	Finalists selected and notified
Week of December 25, 2023	Finalists Pre-calls
Week of January 8, 2024	Management conducts oral interviews
Week of January 15, 2024	Winner selected and notified
February 1, 2024	Commencement date of new contract

7. Minimum Requirements

7.1 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>

7.2 Budget Form

A complete Budget Form (**Attachment B**) must be included, in the excel file format provided with this RFP, and must include all requested budget line items before submission. 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. All proposers agree that budget costs submitted with their proposals are valid for 180 days from the date Visit California receives your proposal.

7.3 Financial Statements

Proposers are required to demonstrate financial viability for maintaining an account of this size. Please provide **one copy** of GAAP / IAS compliant YoY Comparative 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 can be submitted on-line or be submitted in a sealed envelope addressed and mailed to Compliance Officer, 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 C**) 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.

7.4 Other Minimum Requirements

We seek a partner with the following minimum experience:

- At least five years experience building and hosting a global tourism platform.

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 or 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 year of activities. Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items listed in sections 8.1 – 8.6 and 9.2 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 A**, Proposal Evaluation Criteria.

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.
- Provide a current and past client list.

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
- 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; and
- 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. For each subcontractor:

- Document which portions of service will be performed by subcontractor;
- Describe their ability to perform the work;
- Provide the name and background of their company, if applicable;

and

- 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.

8.5 Knowledge and Experience

- Describe your knowledge of the global tourism industry.
- Describe previous experience building and hosting a platform of this type.
- Describe the technology solution that connects distributors, suppliers, DMOs, and other participants to the platform, and Offeror must describe their knowledge and expertise to implement or expose APIs and/or other software interfaces.
- Describe their relationship with Global OTAs.
- Must obtain and maintain Payment Card Industry Data Security Standards (PCI-DSS) compliance and be on the Visa Global Registry or provide annual attestations of compliance. A statement of concurrence is required.
- Describe their PCI compliance requirements for suppliers and distributors on the exchange.
- Describe their capability to provide a helpdesk service for participants of the platform.
- Describe their capability to translate and allow content in multiple languages.

8.6 Proposal Scope of Work

The Contractor shall perform the following work:

1. Design and develop a digital business-to-business tourism exchange platform connecting suppliers and distributors, experiences, and merchandise that appeal to the adventuresome traveler. The platform shall link, align, and aggregate tourism assets for the California tourism industry. In addition, the platform shall:

A. Connect suppliers to distributors via application programming interfaces (APIs). Plugins need to be aesthetically pleasing to the end user and branded as appropriate for Destination Management Organizations (DMOs).

B. Ensure that distributor and supplier plugins comply with all federal and state laws, including the American with Disabilities Act.

C. Aggregate offerings and offer diverse product categories. For example, accommodations, attractions, and events.

D. Allow suppliers to link bookable product content and merchandise to distributors.

E. Allow for easy onboarding of suppliers and distributors and provide technical assistance for onboarding and ongoing training, so suppliers continue to gain advanced program sophistication yielding progressively stronger conversion and revenue results.

F. Allow suppliers to register, as well as create, modify, and upload digital content for tourism products.

G. Allow suppliers the capability to manage tourism product inventory directly and through connectivity to key industry booking systems for lodging, event, retail and tourism attraction sectors.

H. Allow suppliers the capability to manage where their products are distributed to, allowing them to select the partners that they want to distribute through and options to add to the Agency's, DMO's and their own websites as desired.

I. Develop a full set of APIs to be consumed by travel distributor to search, book and manage content on the platform. APIs will be developed for local distributors as needed and ongoing.

J. Create and provide portals for each destination location in California as requested.

- K. Enhance diversity and packaging of offering to optimize visitor experience.
 - L. Allow DMOs, and consumers to generate itineraries, for various components available in the system. Itineraries include geolocation information in addition to bookings and other points of interest.
 - M. Allow suppliers to collaborate with each other to offer travel packages.
 - N. Allow DMOs and consumers the capability to search system content and itineraries based on keywords and locations, providing a structured response that categorizes itineraries, services and products.
 - O. Create a free built-in solution for suppliers that do not have a booking management system.
 - P. Allow for the ability to book and pay for multiple tourism products through the platform, while managing direct financial distributions to appropriate suppliers.
 - Q. Provides customer service support.
-
- 2. Create specific workflow to address short term rentals, their local government ordinance and compliance to ensure the collection of appropriate taxes.
 - 3. Provide value to national and international tour operators.
 - 4. Connect all global Online Travel Agents (OTAs) via API to the platform.
 - 5. Negotiate rates with global distributors, including OTAs providing competitive rates encouraging supplier adoption and sustainable participation.
 - 6. Capture data to power customer relationship management (CRM) and personalize marketing campaigns.
 - 7. Provide functionality for the Agency and DMOs to feature accessible creative assets and media for suppliers and distributors' promotional use.
 - 8. Include CRM system for the Agency and DMOs to communicate to destination suppliers.
 - 9. Provide data to suppliers and DMOs to build strategically aligned marketing campaigns and destination dashboards. Provide other data as requested and approved by Agency.

10. Produce reports as requested by Agency, DMOs, or suppliers, including return on investment (ROI) reports and data reports that provide an overview of California's tourism industry.

11. Provide the capability to create white label websites and potentially mobile apps.

12. Obtain and maintain Payment Card Industry Data Security Standards (PCI-DSS) compliance. The Contractor will provide an annual attestation of compliance to be confirmed by an external PCI audit firm.

13. Ensure all distributors and suppliers on the exchange that qualify as an Online Marketplace collect and remit all state and local taxes, including lodgers' tax, assessments and other hospitality/convention fees.

9. Billing and Related Requirements

9.1 Contract Requirements & W-8 / W-9

The winner of the 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 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-8BEN-E or 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 exchange rates are calculated properly (if applicable);
- 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 (if applicable). 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 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. You also have the option of delivering a hard copy of the proposal, but this is completely optional. If you would like to submit a hard copy it / Hard copies must be sent by courier such as FedEx or UPS by December 8, 2023 to:

Visit California
Request for Proposal: Digital Tourism Marketplace Services
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.**
- **Proposal may not be faxed.**

ATTACHMENT A

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	
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 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 this RFP areas.	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

ATTACHMENT C

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:_____