

A woman with long blonde hair, wearing a red dress and a wide-brimmed straw hat, is sitting on a stone wall. She is looking out over a vast mountain valley at sunset. The sun is low on the horizon, casting a golden glow on the mountains and the sky. The sky is a clear blue. In the foreground, there are some pine trees on the left side. The overall scene is peaceful and scenic.

visit★
California

Request for Proposals

Advanced Marketing Analytics Services

November 8, 2024

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified company to provide **Advanced Marketing Analytic 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://industry.visitcalifornia.com> in the “Travel Industry” section.

The total budget for this RFP is, on average, USD\$600,000 for year one. The annual contract period for the Scope of Work contained within this RFP will be approximately May 1, 2025 to April 30, 2026. 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.

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), November 22, 2024.

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, with an estimated value over USD\$150billion as of 2023. 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 industry (representatives of approximately 16,000 assessed 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 statewide Marketing Advisory Committee also provides input in developing the marketing plan.

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 **Advanced Marketing Analytical Services** to support our mission of promoting California as a premier travel destination. Advanced Marketing Analytics services will enable Visit California to further optimize marketing efforts, and will include data integration and visualization, hypotheses testing and validation, predictive modeling, as well as ongoing support and refinement.

2.2 Company Expertise

Your company should be an expert in the ingestion and maintenance of complex data sets, familiarity with marketing metrics, and performing advanced analytics. We require:

- At least five years' experience providing marketing performance analysis;
- A team of data science and machine learning experts capable of performing advanced analytics; and
- Ability to comply with all applicable privacy regulations.

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 May 1, 2025 – April 30, 2026. It is expected that following the development work of year 1, subsequent contracts will shift to ongoing support and refinement. Although the initial contract award will be only for year 1, proposals should specify the budget for years 2 and 3.

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 \$600,000 (USD) for year 1.**

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.

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 the 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.

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee. All proposers and key team members working on the account 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.

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 8, 2024	RFP public announcement
By November 22, 2024 (by 4:00pm PST)	Deadline for agencies to submit Intent to Bid & Questions
December 4, 2024	Posting of Q&A on website
January 8, 2025 (by 4:00pm PST)	Deadline for the agencies to submit proposal
January 15, 2025	Compliance review completed – Committee review begins
Week of January 27, 2025	Finalists selected and notified
Week of February 3, 2025	Discovery/Pre-Calls with qualified proposers (if applicable)
Week of March 10, 2025	Management conducts oral interviews
Week of March 17, 2025	Selected proposer announced – contract negotiations begin
May 1, 2025	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 Notice of Intent to Bid

Notice of Intent to Bid (**Attachment A**) must be returned by November 22, 2024, 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.

7.3 Budget Form

A complete Budget Form (**Attachment C**) 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.

7.4 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 21. 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.

7.5 Other Minimum Requirements

We seek a partner with the following minimum experience:

- At least five years' experience providing marketing performance analysis;
- A team of data science and machine learning experts capable of performing advanced analytics; and
- Ability to comply with all applicable privacy regulations.

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 B**, 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:

- 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 USD\$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.

8.6 Proposal Scope of Work

Overall Project Vision

Company will develop a comprehensive data, analytics and visualization platform for Visit California. The outcome of this project will be a customized software platform that enables Visit California to better understand the breadth and depth of available marketing and other data, utilize this data more effectively to track and monitor current efforts, while also applying predictive analytics and machine learning techniques to optimize marketing efforts across all channels.

Data sources that need to be integrated into the platform include, but are not limited to, paid media, owned media, social media, public data, and other Visit California data used to inform performance.

The bidder on this project must also have the capability of directly measuring owned and paid media channels by way of a pixel or other similar technique and corresponding identity network capabilities. The collected data must be incorporated into the platform and used as a dependent variable in the advanced analysis stages of the project. The system will be built to unify data and visualize it in easy to share and easy to interpret formats.

Most importantly, the project requires expertise in predictive modeling and advanced analytics techniques to build predictive models that provide insights for both tactical adjustments and strategic pivots in Visit California's marketing programs.

Please base your bids on the following Scope of Work and key activities:

Phase I – Comprehensive Data Integration and Visualization

Lay the groundwork for the project by collecting and cleansing data, building ETL pipelines, and ensuring all data sources are integrated into a unified dataset. Build version 1 of the customized, comprehensive performance measurement dashboard. Activities will include:

- **Consensus building and User Experience (UX) Scoping**

- **Stakeholder Interviews:** In conjunction with the Director of Research, conduct stakeholder interviews to understand the KPIs currently being used and to explore hypotheses about impacts across channels/platforms. Identify which visualization techniques and reporting methodologies will best meet the needs of various departments within Visit California.
- **User Journey Diagrams and Prototype:** Produce user journey diagrams and prototype dashboard layouts for approval based on the feedback and requirements outlined through the stakeholder interviews.
- **Data Collection & Cleaning**
 - Ingest Visit California's marketing data from Paid, Owned, and Social channels. Data will include items such as reach, impressions, clicks, CTR, across all digital channels. External channels at a minimum will include:
 - TikTok
 - YouTube
 - Google Ads
 - Pinterest
 - LinkedIn
 - Facebook
 - Instagram
 - Owned channels at a minimum will include:
 - Website
 - Email/eNewsletter program
 - California Now Podcast
 - Coordinate with Visit California's agency partners to determine the most suitable ETL process. ETL must be automated and secure. Preference will be given to concepts utilizing API connections, automated file upload and processing, or other methods that will reduce human time and error.
 - Collect marketing performance data for all possible digital channels. This measurement data at a minimum needs to be able to

deduplicate reach across all open internet channels, build relevant customer segments, and identify which channels are most effective at driving physical visitation to California. This data must follow all relevant privacy laws, and be consistent and granular enough to serve as a dependent variable in further analysis.

- **Exploratory Data Analysis (EDA)**

- Cleanse and format data for consistency.
- Address missing values, outliers, and inconsistencies to ensure data quality and comparability across channels. Propose mitigation strategies as necessary to ensure that future analysis is not skewed and that results can be trusted.
- Generate statistical summaries for the EDA.
- Apply machine learning clustering techniques to identify key segments within the data based on behavior, channels, demographics, and engagement patterns.

- **Dashboard Version 1**

- **Initial Dashboard:** Once approved, build Version 1 of the visualization software incorporating the feedback, design, and objectives of key stakeholders. It is anticipated that version 1 of the platform will include as many customized visuals as necessary to report on KPIs across Visit California's entire marketing program.
- **User Experience Requirements:**
 - Be accessible via web
 - Unlimited internal users
 - A seamless interface for stakeholders to access relevant KPIs
 - Segmented user journeys based on department/stakeholder group
 - PDF, JPG exports; CSV or Excel data exports
 - Ongoing training and support

Phase II - Hypothesis Testing and Validation

Validate assumptions about the performance of different marketing channels, audience demographics, and engagement factors through statistical

testing. For the purposes of this section, conversion is defined as someone being observed in California after participating in a tracked digital activity. Additional conversion definitions may be added as part of the scope of the project based on objectives outlined by key stakeholders.

During Phase II, conduct advanced analytics to test and validate various marketing program assumptions and hypotheses. At a minimum, a successful bidder must be prepared to analyze and draw conclusions to answer questions such as:

- What is the correlation and interdependencies between different elements of the comprehensive marketing program?
- Channel Performance - Which of Visit California's internal and external digital marketing are most efficient and effective at driving visitation to California?
- Which digital interactions are most correlated with a trip to California? (e.g., clicking on an ad, listening to a podcast, downloading travel guides, interacting on social media, etc.)
- When accounting for demographic differences, is there still a difference in performance between marketing channels?
- Ad frequency and timing - What is the ideal frequency and timing of each potential marketing channel to optimize efficiency and conversion?
- Conduct Marketing Mix Modeling (MMM). Quantify the relative impact of each owned and paid media channel on conversion. This will require multivariate regression analysis with the goal of recommending an optimized mix.
- Multi-Touch Attribution/Correlation Analysis - Which combination of owned and paid media interactions lead to the highest probability of conversion?
- How significant is the impact of messaging and content within owned and paid media channels? Which types of messaging and content lead to the greatest probability of conversion?
- Does the content of the initial interaction with one of Visit California's owned channels lead to different outcomes? Does messaging, landing pages, handoffs, etc. make a difference in conversion? If so, what is the ideal consumer journey across these owned channels?

- Based on the conclusions of all the above listed experiments, which KPIs should Visit California be focused on to maximize conversion?
- Using the results of the above analyses, develop calibrated KPI targets that take into account the impacts from the other contextual variables.
- What additional data sources or inputs might improve the modeling?

The bidder must be prepared to use advanced analytical techniques/algorithms or their equivalents to draw conclusions from the experiments outlined above. The bidder should specify the various analyses they would employ and past experience utilizing these techniques.

Phase III - Predictive Modeling Dashboard

Phase III of the project will determine the most useful and easily communicated metrics from Phase II, and will build them into an advanced analytics and predictive modeling module within the marketing performance measurement dashboard. Activities will include:

- Presentation of correlation coefficients from Phase II and recommendations on strongest predictors of conversion;
- User journey diagram and advanced analytics dashboard prototype;
- Once approved, build the Advanced/Predictive Analytics Dashboard and incorporate it into Version 2 of the dashboard;
- Access to the advanced module needs to be controlled by a separate set of permissions to limit access to specific users. The login and usability must match with the prior dashboard for a seamless experience for elevated users to access and easily toggle between the standard dashboard and the advanced module.

Phase IV - Ongoing Support and Refinement

Phase IV of the project will include further integration of additional datasets, additional experiments and hypothesis testing that has been identified throughout the initial phases of the project.

Phase IV will include the following activities:

- UI/UX improvements
- Bug fixes
- Continued think tank discussions with key stakeholders/analysts from across Visit California's marketing ecosystem
- Collaboration in recommending a/b or other tests that the marketing team can deploy to further test hypotheses
- Incorporating newly identified datasets into the dashboard
- If applicable, re-run machine learning algorithms and analytics tests to determine whether the new data can improve the predictive modeling
- Incorporate improvements and additional coefficients into the dashboard

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 **ten** hard copies 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 copies must be sent by courier, such as FedEx or UPS, by January 8, 2025, to:

Visit California
Request for Proposal: Advanced Marketing Analytic 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.**
- **No gifts can be accepted.**

ATTACHMENT A

NOTICE OF INTENT TO BID

ADVANCED MARKETING ANALYTIC SERVICES

Due: November 22, 2024

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
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

BUDGET FORM

ADVANCED MARKETING ANALYTIC SERVICES

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>

Please Note: Your budget should align with each of the phases contained within Section 8.6 of this RFP. Within each phase, please provide as much detail as possible to help reviewers understand how you would expend the RFP funds.

PROPOSED BUDGET

Budget Line Items	Name of Service	Program Cost	% of Total
		\$ -	0%
			0%
			0%
			0%
			0%
		-	0%
			0%
			0%
			0%
		-	0%
			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

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 its 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: _____