



visit  
California

# Request for Proposals

## Audiovisual Services

October 10, 2024

**To All Prospective Bidders:**

Visit California, a privately funded nonprofit corporation, is seeking a qualified company to provide **Audiovisual 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, US\$1,500,000 per year. The annual contract period for the Scope of Work contained within this RFP will be approximately July 1, 2025 to June 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), October 24, 2024.**

Sincerely,



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 industry (representatives of approximately 16,000 assessed businesses); the governor appoints 12; and the 37<sup>th</sup> 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.

## 2. Purpose And Company Expertise Requirements

### 2.1 Purpose

The purpose of this RFP is to seek and retain a qualified company to provide **Audiovisual (AV) Services** and production company capable of delivering exceptional quality services for a wide range of meetings and events throughout each fiscal year.

## 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.

## 4. Available Funds

We are seeking quality, cost-effective services. Visit California will fund the contract up to \$1,500,000 (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.

## 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.

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
October 10, 2024	RFP public announcement
By October 24, 2024 (by 4:00pm PST)	<b>Deadline for agencies to submit Intent to Bid and Questions</b>
October 31, 2024	Posting of Q&A on website
November 21, 2024 (by 4:00pm PST)	<b>Deadline for the agencies to submit proposal</b>
December 5, 2024	Compliance review completed – Committee review begins
Week of December 16, 2024	Finalists selected and notified

Deadline	RFP Event
Week of January 6, 2025	Discovery/Pre-Calls with qualified proposers (if applicable)
Week of February 3, 2025	Management conducts oral interviews
Week of February 10, 2025	Selected proposer announced – contract negotiations begin
July 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](mailto: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 October 24, 2024 at 4:00 pm, PST. The notice must be submitted via e-mail to [rfps@visitcalifornia.com](mailto: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 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 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.*

### 7.4 Other Minimum Requirements

We seek a partner with at least five years' experience providing Audiovisual and Production services.

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 – 8.5 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 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 Proposal Scope of Work

Events bring a brand to life – live – and there is only one opportunity to make each event a success.

Visit California requires audiovisual (AV) production services for all key events held in the U.S. and select international markets. Visit California is looking for an experienced, professional AV production and management company with qualified staff who can help create, shape and execute its event vision. A partner firm should be nimble, with staff capable of providing both technical and creative solutions in real-time.

Events range from single-day events such as cocktail networking receptions and committee meetings to multi-day events, such as conferences with multiple simultaneous sessions.

To be successful, the AV production team must have the following:

- Creative vision;
- Experience managing event AV, production and stage direction (pre-, during- & post-event);
- Experience with virtual and hybrid events;
- Flexibility to address last-minute changes; and
- Ability to quickly find solutions as problems arise.

### Pre-Event Planning and Design

In addition to the standard audio and visual elements, bidders must provide examples of innovative and engaging production strategies and stage direction that align with Visit California's overall brand and message.

Visit California's Events Manager will communicate event objectives in advance planning briefs before each event, and the AV production company will be expected to present ideas that contribute and enhance the event. In some cases, the AV company may also be required to work directly with other event vendors contracted separately by Visit California to complete the vision for the event.

Before selecting a venue, Visit California will require the AV production lead to complete a walk-through of all potential event spaces to ensure that the event's objectives can be accomplished at the proposed venues. The AV partner will work directly with in-house AV representatives from the venue and, if necessary, test equipment to ensure the venue can meet the logistical needs of the event.

The AV partner will provide feedback on potential outcomes of the event at the given venue including:

- Likelihood of success in achieving the event vision;
- Additional costs or resources required following a venue site visit;
- Suggestions on seating layout and stage design; and,
- Identification of any areas of concern regarding AV production.

The AV partner is responsible for providing a floor plan & diagrams detailing recommended placement of AV elements for approval before the event, along with making any necessary changes as the Event Manager deems necessary. The AV company may be asked to help coordinate the procurement or creation of special, custom creative branding pieces to help tell the California story. Examples include specialized gobos, customized "signature" pieces such as a carpet/table/backdrop/stage designs, step and repeats, banners and letters.

### Event AV Production & Management

The AV partner is responsible for providing all aspects of AV production and management including:

- AV equipment rentals;
- All AV staffing and on-site AV management;
- Set-up and tear-down for each event/breakout;

- Custom design work for digital signage based on Visit California brand standards;
- Running and management of all production elements, including lighting, sound, video playback, projection, Internet, etc.; and
- Placement and management of branding elements such as: gobos, video/image projection, uplighting, special effects, carpet branding, spotlighting, music, and/or custom brand pieces.

The AV partner may also be tasked with running production components such as PowerPoint presentations and videos on an as-needed basis. The AV company will be responsible for helping the program run smoothly and seamlessly even if there are technical hiccups. This will require nimble thinking and creative solutions. The proposed team should have a proven track record of thinking outside the box and finding solutions.

#### Post-Event

After the event concludes, the AV partner is responsible for tear-down of AV equipment. Equipment will be removed in a timely fashion, and the AV partner must work with the venue to ensure no damage occurs to the event space.

### **ANNUAL EVENTS**

Visit California produces the following events each fiscal year:

- 3 Board Meetings (See *Sample Event* in the following section)
- Outlook Forum annual conference and biennial Poppy Awards reception and dinner
- 2–3 media events, held in California, New York and 1-2 other domestic markets, with additional press conferences held throughout the year.
- 1 special event activation at industry travel trade show.
- 2 – 4 roadshow events, held in domestic markets.

Other special events may be required. The selected partner will be notified of all upcoming events near the beginning of each fiscal year. However, events may be added during the fiscal year. Events may also be located outside the United States.

The AV partner will provide services necessary to deliver AV support at all Visit California events.

Past Events: <https://assets.visitcalifornia.com/share/45FB7CC4-0F0A-404B-9345B785E1ED514D/>

## **SAMPLE EVENT**

### **Sample Event Background**

#### Budget, Diagram and Rendering

Visit California holds three board meetings each year for its commissioners, with approximately 120 attendees, with a dinner event the evening prior.

PowerPoint is the preferred method for presentation, and three to five videos are played at each meeting (2-6 minutes in length). Production and décor should be high quality. Audience includes CEOs of major national and global corporations. Provide a proposal for this corporate meeting.

#### Event Setup

- Stage with podium and dais for 5 (facing audience). Stage dais must have microphones.
- PowerPoint presentation with videos.
- Venue: 5,000 square feet ballroom space with seating for 120 guests.
- Audience interaction component (Q&A).

### **Sample Project Requirements**

Provide:

- Overall production and labor costs based on event criteria and your recommended list of equipment; and
- Diagram and design rendering of your recommended setup.

### **ADDITIONAL PROPOSAL REQUIREMENTS**

- Visit California holds numerous meetings and events globally each year. While most functions take place at different times, there are occasions when a meeting or event will overlap a different and simultaneous function. Outline how your company can scale and/or effectively manage resources between simultaneous events of various size and scope.
- Describe the staffing structure of your organization.
- Discuss experience and process developing diagrams and renderings for each event.

- How does the team handle changes to a scope of work and/or contract, particularly last-minute changes on-site?
- What should be expected in terms of labor charges. Are there additional charges for overtime, weekends, holidays, out of state events, out of country events, etc.?
- Provide video and/or images and case studies of past produced events, including:
  - Corporate meetings, board meetings and/or conferences;
  - Receptions; and
  - Activation and/or Special Events.
- Provide at least three references of companies for which you have previously provided AV services. Provide the name, phone number and email address of the primary contact for each company.
- Submit a current comprehensive pricing list for all equipment and services. Include hourly labor costs for all personnel, including project managers, technicians, operators, etc.

## 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](mailto:rfps@visitcalifornia.com). You may also provide a hard copy of the proposal, but this is completely optional. If you would like to submit a hard copy it must be sent by courier such as FedEx or UPS by November 21, 2024 to:



Visit California  
Request for Proposal: Audiovisual 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**  
**AUDIOVISUAL SERVICES**  
**Due: October 24, 2024**

4:00 PM PST

**Send to:**

[rfps@visitcalifornia.com](mailto:rfps@visitcalifornia.com)

<b>Name of Proposer:</b>	
<b>Contact Person:</b>	
<b>Mailing Address:</b>	
<b>Agency URL:</b>	
<b>Telephone:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	
<b>Signed:</b>	<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
<b>1. OVERALL EXPERIENCE OF FIRM</b>	
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.	<b>20</b>
<b>2. SCOPE OF WORK</b>	
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.	<b>20</b>
<b>3. FAMILIARITY WITH VISIT CALIFORNIA BRAND &amp; PRODUCT</b>	
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.	<b>10</b>
<b>4. QUALIFICATIONS OF PERSONNEL</b>	
Our evaluation will include an assessment of the qualifications, experience, and creativity of your managerial team, staff, and subcontractors, and related items.	<b>10</b>
<b>5. CAPABILITIES</b>	
Our evaluation will include an assessment of your past performance related to this RFP areas.	<b>20</b>
<b>6. COST EFFECTIVENESS</b>	
The maximum services are provided in relation to the fees charged and value of overall project. The budget is reasonable and appropriate.	<b>20</b>
<b>TOTAL POINTS</b>	<b>100</b>

## 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 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: \_\_\_\_\_