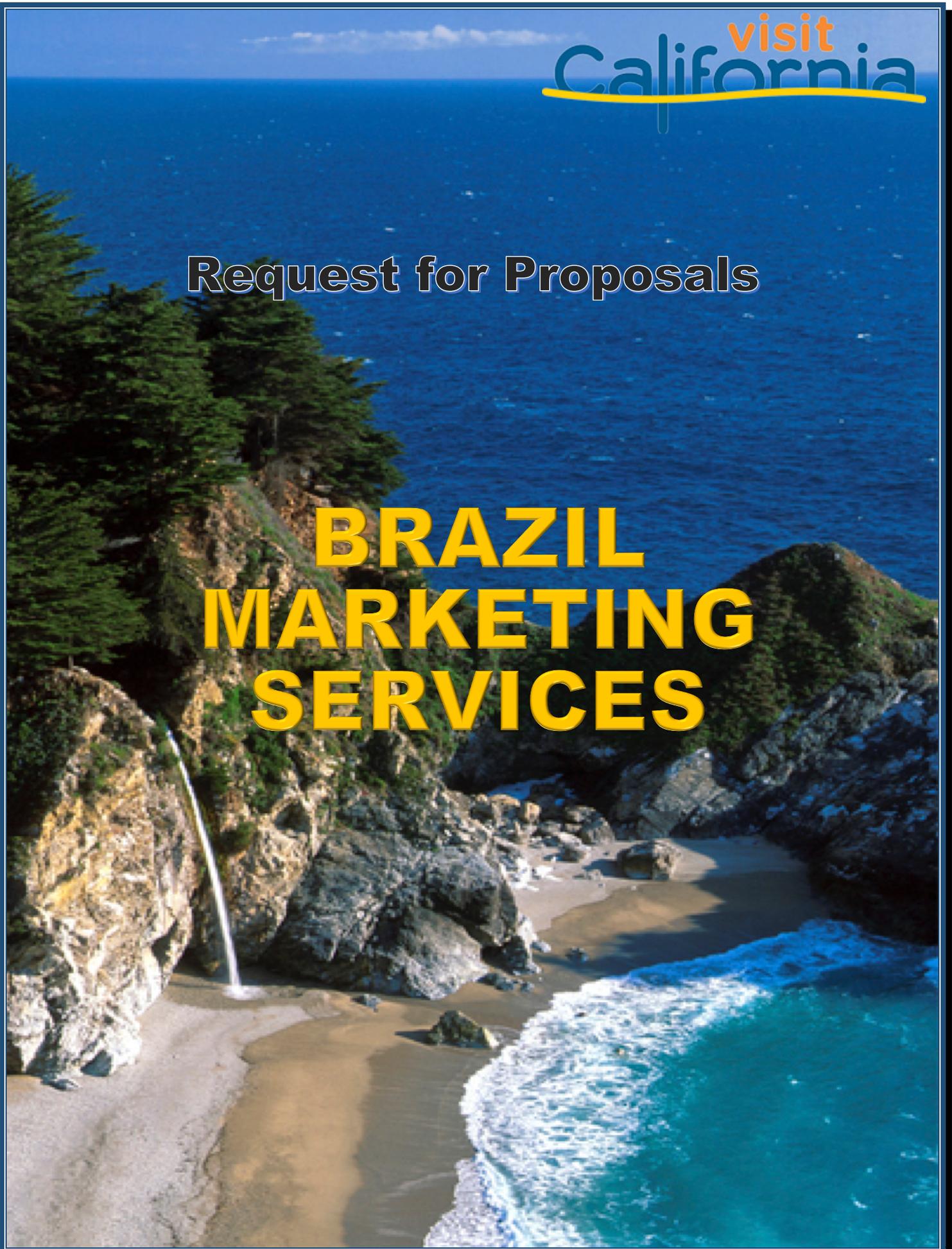


Request for Proposals

BRAZIL MARKETING SERVICES





December 9, 2019

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified agency to provide destination representation in Brazil to promote California as a premier travel destination.

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

Visit California oversees the production of a variety of marketing activities, 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 <https://industry.visitcalifornia.com>.

The annual contract period for the Scope of Work contained within this RFP will be approximately July 1, 2020 to June 30, 2021. Visit California may renew the contract each subsequent year for a five-year period, at its discretion. Visit California reserves the right to adjust the budget and related services.

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

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), December 17, 2019.

Sincerely,

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

Caroline Beteta
President and Chief Executive Officer
Visit California

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VISIT CALIFORNIA

Request for Proposals

Brazil Marketing Services

PART I

BACKGROUND



1. INTRODUCTION TO VISIT CALIFORNIA

California is the leading visitor destination in the United States with more than \$140 billion in travel and tourism related spending in 2018. This spending directly supported over one million jobs and generated over \$11 billion in state and local tax revenues. Among California's export-oriented industries, tourism is the fourth largest employer. Since 1998, consistent investment in the California Tourism program (a joint marketing venture of Visit California and the California Division of Tourism) has helped to increase market share and put California in a strong competitive position.

About Visit California

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

Visit California's 37-member board of commissioners is composed of individuals from all 12 designated regions of California. Members represent five principal industry sectors: Accommodations, Restaurants and Retail, Attractions and Recreation, Transportation and Travel Services, and the Passenger Car Rental Industry. Twenty-five of the commissioners are elected by the approximately 18,000 assessed California businesses, and the governor appoints 12. The board meets three times a year to help direct Visit California's programs and activities. A 34-member statewide Marketing Advisory Committee also provides input in developing the Marketing Plan.

2. RFP PURPOSE

The purpose of this RFP is to seek and retain a qualified agency to act as the Visit California in-market specialist for marketing and sales representation in Brazil to promote California as a premier travel destination, with the ultimate goal of increasing travel to California. The contracted company will be required to develop a proactive marketing program that enhances the position of California with consumers, key travel trade influencers and media outlets in Brazil. The contracted company will also support consumer advertising and promotional campaign activity and will be involved in the management of Visit California's owned channels targeting Brazil consumer, including the Website, digital and printed publications, and social media.

3. CURRENT STRUCTURE

Visit California's global agency infrastructure consists of our Advertising Agency of Record (currently MeringCarson), consumer content and publishing services partner (currently



Meredith) and 12 international travel trade and public relations (PR) partners around the world. As the core consumer agencies, the brand agency and the consumer content and publishing services partner must work closely together to ensure a seamless brand experience for potential visitors.

4. CONTRACT TERM

The successful proposer will enter into a contract for services with Visit California. The duration of the initial contract between Visit California and the successful proposer is expected to begin upon the date of contract approval, approximately July 1, 2020, and terminate on June 30, 2021. Visit California reserves the right to renew its agreement prior to the end of each contract term for a total of five years, providing funding to do so is appropriated for this purpose in subsequent budgets. There will be a 6-month oral review in 2020 and subsequent reviews annually in each year the contract is renewed. Proposed renewals are also assessed according to program direction, funding, and consistency of price and scope of work continuity.

5. AVAILABLE FUNDS

Visit California's total budget for this Scope of Work shall be approximately \$1 million per full marketing year. However, we seek quality, cost-effective services, and as such, we encourage companies to propose a reasonable budget based on this RFP Scope of Work. Visit California reserves the right to adjust both the budget and related services.

6. EVALUATION PROCESS & CRITERIA

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

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee and allow the committee to conduct in-person office visits. All proposers 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. The criteria for the scoring of the oral presentations is included as Attachment C.



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

7. TENTATIVE SCHEDULE

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

December 9, 2019	RFP Public Announcement
December 17, 2019 (4:00 pm PST)	Deadline for agency to submit <i>Intent to Bid</i> & questions
December 20, 2019	Q&A provided to proposers
February 5, 2020 (4:00 pm PST)	Deadline for agency to submit proposal
February 24, 2020	Compliance review completed – Committee review begins
Week of March 16, 2020	Finalists selected and notified (actual notification date varies)
Week of March 30, 2020	Pre-calls with finalists
April 22-23, 2020	Management conducts oral interviews in Brazil
Week of May 22, 2020	Selected proposer announced (actual notification date may vary)
July 1, 2020	Commencement date of new contract

8. MINIMUM REQUIREMENTS

Proposals may be rejected if minimum requirements are not met.

Questions

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



Notice of Intent to Bid

Notice of Intent to Bid, Attachment A, must be received by **December 17, 2019** 4:00 pm, PST. The notice must be submitted via e-mail to fps@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.

Financial Statements

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

- Income Statement; and
- Balance Sheet.

All of the above Financial Statements must be the most recent statements available, but no more than 12 months old. Financial statements are to be submitted in a sealed envelope. After review, all financial statements will be destroyed or returned to Proposer. If Proposer would like a Non-Disclosure Agreement (NDA) signed, please complete, sign, and return the NDA (Attachment D) along with your *Intent to Bid* form by the date specified in the Tentative Schedule. Financial Statements are not required to be audited.

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.

Financials for Joint Proposals

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

References

Provide three client references. At least two must be current clients. Include client name, contact information, and the engagement start and end dates.

Experience

Your company should have at least five years' experience in each of the subject areas.

Reserved Rights

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

- Reject any and all bids;

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

Contract Award

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 C, Written & Oral Proposal Evaluation Criteria.

9. BILLING & RELATED REQUIREMENTS

9.1 Contract Requirements & W-8

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

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

9.2 Internal Control Structure

As an attachment to your proposal, please provide a detailed discussion of your internal control structure for ensuring the following controls are in place and operating effectively:

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

9.3 Billing



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



VISIT CALIFORNIA
Request for Proposals
Brazil Marketing Services

PART II
PROPOSAL

1. PROPOSAL STRUCTURE

Your proposal shall contain the following sections:

- Company Background;
- Conflict of Interest Requirements;
- Company Management & Staff;
- Sub-Contractor Requirements;
- Budget Form; and
- Financials (submitted separately in sealed envelope).

Please ensure your proposal includes the following:

- A detailed table of contents or index which lists each key section of your proposal;
- Page numbers; and
- Tabs or other methods to identify key sections of your proposal.

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

2. COMPANY BACKGROUND

Please include the following items:

- A letter of interest;
- A description of your company's primary services;
- The year in which your company was formed;
- Your company's experience;
- The address from which the primary work on the contract would be performed;
- Numbers of total employees and contractors; and
- A current and past client list.

3. COMPANY MANAGEMENT & STAFF

Please include the following items:

- The contract manager for this scope of work; and
- The individuals who will be conducting the day to day work.

For all individuals assigned to this account, please provide:

- Current resumes/biographies demonstrating qualifications related to this RFP; and

- Length of time with your company.

4. CONFLICTS OF INTEREST

- List all United States tourism-related clients for whom you have acted during the past 12 months.
- You must certify that there are no conflicts 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.

5. SUB-CONTRACTORS

Please identify all proposed subcontractors for work that exceeds USD \$5,000 annually. For each sub-contractor:

- Document which portions of service they will perform;
- Describe their ability to perform the work;
- Provide the name and background of their company, if applicable; and
- Provide resumes and/or biographies of staff assigned to your account.

6. SCOPE OF WORK

Overview

Please provide a detailed, narrative discussion of the following items:

- Brazil market overview;
- Conditions in the marketplace - trends, shifts and opportunities;
- Competitive analysis for California from the Brazil perspective; and
- Marketing objectives.

Key Scope of Work Categories

Please provide a detailed marketing strategy for the following items (detailed descriptions are included in the subsequent sections):

- Public Relations and Communications;
- Travel Trade;
- Consumer Marketing, Cooperative and Partnership Programs; and
- Consumer Content Distribution and Owned Channel Management.

Communications

- **Public Relations Strategy.** Public Relations strategy(s) to include, but not be limited to, the identification of potential story angles against market niches; support needed to achieve destination coverage; identification of unconventional means to gain exposure; target publications that align with the targeted lifestyle segments; identification of media vehicles from traditional print to social media.
- **Global Digital Influencer Strategy.** Working closely with Visit California Headquarters, you will develop a cohesive global digital influencer strategy to expand the reach of Dream Big aspirational messaging and harness the power of multi-channel media personalities. Standards of audience reach, content quality and brand alignment will be established as part of this streamlined approach, with further localization as appropriate for the market. Dedicated digital influencer programs such as press trips to meet the specialized needs of this audience and leverage the development of content.
- **Communications Strategy.** Communication strategy(s) to build and strengthen communication with appropriate California destination, attraction, lodging, and tourism service providers in order to expand the reach and voice of the California travel product.
- **Scope of Work Duties.** Examples of current duties which may be included in the awarded Scope of Work:
 - Target appropriate consumer and trade media, along with key opinion leaders and influencers that are appropriate for the California brand and secure positive publicity;
 - Create a stable of engaged digital influencers to provide California constant engagement on social channels;
 - Generate qualified press leads for California travel industry;
 - Develop and maintain ongoing electronic media database accessible by Visit California;
 - Organize and host familiarization trips for traditional media and digital influencers;
 - Coordinate media receptions and special events (if applicable);
 - Proactive pitch development and execution to media audience about leisure travel to California and Visit California promotional activities;
 - Leverage in-market contacts to explore new promotional partnerships to extend the California brand in Brazil;

- Identify and support broadcast productions that provide access to mass reach media channel opportunities;
- Maintain and use Visit California's media portal for all reporting such as press clippings, ROI, media Website and newsletters;
- Assist with crisis communications support as needed; and
- Proactively participate in redefining success metrics applying the global objective/KPI framework for media programs in Brazil in collaboration with cross-functional Visit California HQ team.

Travel Trade

- **Travel Trade Strategy.** Travel Trade strategy to include, but not be limited to, the identification of new initiatives to promote California during the course of the year to the Travel Trade; the determination of new strategies to participate in targeted co-opportunities with airlines and travel trade, and cooperative marketing opportunities targeting key niche audiences in the Brazil. Develop a progressive strategy to align Travel Trade distribution channels and opportunities for partnerships, including identifying actions to align with wholesalers, on-line travel agencies (OTAs), airlines, and retail travel agencies.
- **Events Strategy.** Working closely with Visit California, identify and develop a schedule for participation in industry events, tradeshow, sales missions, workshop presentations, and seminars that reflect participation level consistent with Visit California goals. This will also include the expansion of product development in the Brazil market.
- **Educational Strategy.** Educational strategy(s) and activities to educate and train tour operators and retail agents about California, including but not limited to familiarization trips; use of "California STAR" platform and travel trade engagement and training. Visit California's on-line training program and other creative vehicles to educate and communicate our destination product. California STAR is a dynamic trade resource that is an interactive showcase to act as a planning and sales resource. The platform includes collateral, images, video, itineraries and other resources all to further assist members of the trade on the wealth of destinations and activities that California offers. <http://www.star.visitcalifornia.com>
- **Scope of Work Duties.** Examples of current duties which may be included in the awarded Scope of Work:
 - Provide bi-annual brochure analysis utilizing Visit California's travel trade portal;
 - Develop and maintain list of top-producing tour operators;

- Develop and maintain ongoing electronic travel trade database accessible by Visit California;
- Maintain regular contacts via sales calls, meetings, and travel trade newsletters;
- Support Travel Trade in generating bookings to California through trade co-ops and education;
- Develop and maintain information on the travel trade Website;
- Promote and update California's STAR (online training) platform;
- Develop and expand engagement of travel agents via utilization of the California STAR training platform;
- Conduct regular educational seminars with travel trade in Brazil;
- Generate qualified leads for California travel industry;
- Organize and host familiarization trips for product managers and travel agents;
- Represent California at selected travel trade shows and events in market to be jointly determined by Visit California;
- Coordinate co-operative trade programs with select travel partners;
- Form a trade advisory board consisting of key tour operators, airlines, OTAs and other trade influencers and meet with board annually; and
- Proactively participate in redefining success metrics applying the global objective/KPI framework for travel trade programs in Brazil in collaboration with cross-functional Visit California HQ team.

Consumer Marketing, Cooperative and Partnership Program

- **Consumer Marketing Strategy.** Visit California has identified a consistent worldwide target audience to allow for greater efficiency in planning and deploying media and marketing programs on a global basis. This generalized target takes into consideration age, income and travel propensity. Visit California looks to the in-agency for local research and insights to inform Visit California planning and strategy.
- **Cooperative and Partnership Strategy.** In order to expand our "Always On" programming, Visit California looks to the local agency to identify, negotiate and facilitate partnerships to expand the California brand and maximize budget with programs designed to reach consumers in Brazil.
- **Scope of Work Duties.** Examples of current duties which may be included in the awarded Scope of Work:

- In-Country Marketing Activity. We look to our selected in-country marketing agency to assist and provide input and local insight to our global brand agency as needed. Some examples may include identifying and managing partnerships with entities/disciplines such as: travel trade; airlines; broadcast and media outlets; and digital influencers along with non-endemic partners.
- Cooperative and Partnership Programs. In order to extend our reach and visibility to the consumer, Visit California will look to the agency to assist with consumer facing activations and partnerships, all designed to expand the California brand to consumer. Local agency would be responsible for developing and oversight of partnerships and local cooperative marketing programs, under the direction of Visit California headquarters.

Consumer Content Distribution & Owned Channel Management

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

- **Strategy.** As the key element to direct to consumer communication, please include an owned channel strategy, including social media strategies and evaluation of the most appropriate in-market platforms. The owned channel strategy consists of four key components: content localization, content creation, content management through Visit California's platform, and content distribution through partnership.
- **Scope of Work Duties.** Examples of current duties which may be included in the awarded Scope of Work include:
 - Work closely with the Visit California content team on development and execution of digital and content strategy as well as content localization across all Visit California owned channels;
 - With Visit California content team, recommend content that will need to be created for consumer engagement (will be funded from a separate budget);
 - With Visit California content team, create content distribution strategy for maximum impact and reach of target audience;
 - Work with Visit California on an annual localized content calendar;
 - Translate and provide localization of Facebook post, or content on any other relevant social media channel, as provided by Visit California HQ;
 - Execute Website updates;

- Work with Visit California content team and agency to execute in-market consumer e-mail program as directed; and
- Progressive approach to program measurement and reporting across channels.

Account Administration – Scope of Work Duties

- Provide Visit California a written monthly progress report on activities and accomplishments.
- Provide timely and regular analysis of market and regional trends with emphasis on potential programmatic implications.
- Progress Report is to be received by the 10th of the succeeding month in which the activities were performed. Sample progress report will be provided to the selected bidder upon request.
- Provide detailed back-up and appropriate receipts for all monthly expenses related to billable services and out-of-pocket purchases. This documentation shall be submitted monthly along with monthly invoice and report and is subject to audit at Visit California discretion.
- Provide annual top-line report that includes a competitive analysis indicating the state of the industry, California's position in the market, and issues that could adversely or positively affect the destination's strategic position.
- Store and maintain adequate amounts of Visit California collateral and promotional items.
- Maintain a dedicated business phone/fax/e-mail contact for trade and press inquiries about California and be able to disseminate appropriate information expeditiously.

7. AGENCY VIDEO

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

8. BUDGET

Please complete the required budget information in Attachment B.



9. DELIVERY OF PROPOSAL

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

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

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



VISIT CALIFORNIA

Request for Proposals

Brazil Marketing Services

PART III

ATTACHMENTS

Intent to Bid

Budget

Evaluation Criteria

Non-Disclosure Agreement



ATTACHMENT A

**NOTICE OF INTENT TO BID
BRAZIL MARKETING SERVICES**

Due: December 17, 2019
4:00 PM PST

Send to:

Debi Himovitz
Contracts Manager
rfps@visitcalifornia.com

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

ATTACHMENT B

**BUDGET
BRAZIL MARKETING SERVICES**

FINANCIAL BUDGET				
Budget Line Items	Activities / Description			Program Cost
Communications/Public Relations				
Travel Trade				
Marketing, Co-op & Partnerships				
Owned Channels				
Account Administration <i>(include only your retainer / fee)</i>				
Other <i>(include any other expenses not included above)</i>				
Total Cost				
STAFFING BUDGET				
Title	Years with Company	Years in RFP Field	Hourly Rate	% Time Assigned to Account
			Total FTE's	



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

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

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



ATTACHMENT D

NON-DISCLOSURE AGREEMENT (Proposal Information)

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

DISCLOSING PARTY:

RECEIVING PARTY:

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____