



Request for Proposals

CALL CENTER, WAREHOUSING & FULFILLMENT SERVICES





August 9, 2019

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified Call Center, Warehousing, and Fulfillment Services company.

The California Travel and Tourism Commission d.b.a. Visit California (VCA) 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 VCA. 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, VCA, to oversee the promotion of California as a premier travel destination.

VCA 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://www.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, with an abbreviated contract due to this RFP event, from January 1, 2020 to June 30, 2020. VCA may renew the contract each subsequent year for a three-year period, at its discretion. VCA 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 VCA no later than 4:00 p.m., Pacific Standard Time (PST), August 22, 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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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 VCA and the California Division of Tourism) has helped to increase market share and put California in a strong competitive position.

About Visit California

VCA 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.

VCA'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 VCA'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 company to provide call center, warehousing and global order fulfillment services for California travel literature and promotional items ordered by consumers via our call center and website.

3. CONTRACT TERM

The successful proposer will enter into a contract for services with VCA. The duration of the initial contract between VCA and the successful proposer is expected to begin upon the date of contract approval (approximately January 1, 2020) and terminate on June 30, 2020, with subsequent annual contracts following our fiscal year cycle from July 1 through June 30. VCA reserves the right to renew its agreement prior to the end of each contract term for a total of three (3) 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.

4. AVAILABLE FUNDS

VCA's total budget for this Scope of Work shall be approximately \$350,000 per year. However, we seek quality, cost-effective services and as such we encourage companies to propose a reasonable budget based on these guidelines.

VCA reserves the right to adjust both the budget and related services.

5. EVALUATION PROCESS & CRITERIA

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

6. TENTATIVE SCHEDULE

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

August 9, 2019	RFP public announcement
August 22, 2019 (4:00 pm PST)	Deadline for agency to submit <i>Intent to Bid</i> & questions
August 28, 2019	Q&A provided to proposers
September 25, 2019 (4:00 pm PST)	Deadline for agency to submit proposal
October 4, 2019	Compliance review completed – Committee review begins
Week of October 28, 2019	Finalists selected and notified (actual notification date varies)
Week of December 2, 2019	Management conducts oral interviews in Sacramento, California
Week of December 9, 2019	Selected proposer announced (actual notification date may vary)
January 1, 2020	Commencement date of new contract

7. 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 6, Tentative Schedule. ***Prior to submitting questions, please review the questions and answers located on our website at: <http://industry.visitcalifornia.com/About-Visit-California/Requests-for-Proposals>.***

Notice of Intent to Bid

Notice of Intent to Bid, Attachment A, must be received by **August 22, 2019** 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.

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 VCA and shall not be returned to the Proposer. VCA 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 VCA 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.

8. BILLING & RELATED REQUIREMENTS

8.1 Contract Requirements & W-9

Winner of RFP will be required to abide by VCA 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-9.

8.2 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 VCA; and
- Controls for ensuring that no expenses are incurred without prior approval.

8.3 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.



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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;
- A current and past client list; and
- List of research companies / services to which your agency subscribes.

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. 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.

5. SCOPE OF WORK

Warehousing and Fulfillment Services

Currently VCA produces the following consumer collateral materials:

Publication	Size	Weight	# in Box	Box Size	Box Weight
California Visitor's Guide (annual in Jan)	8 x 10.5	14.6 oz.	34	10 ⁵ / ₈ x 8 ¹ / ₈ x 8	26.46 lbs.
California Road Trips (annual in May)	7 x 10	2.2 oz.	140	10 ¹ / ₈ x 7 ¹ / ₈ x 13 ¹ / ₄ - 12 ³ / ₄ - 12 ¹ / ₄	18.56 lbs.
California Map (annual in Jan)	5.5 x 8.5	1.6 oz.	150	11 ¹ / ₂ x 9 x 7	14.9 lbs.
International Visitor's Guides (bi-annual): UK, IN, AUS/NZ, Scandinavia, JP, KR, CN, HK, TW, DE, FR, IT, BR, and MX.	7 x 10	2.2 oz.	Varies: Between n 60-70 per case	10 ¹ / ₈ x 7 ¹ / ₈ x 13 ¹ / ₄ - 12 ³ / ₄ - 12 ¹ / ₄	Weight varies: between 11.86 lbs. - 13.99 lbs.



Historically, (data from 2019), fulfillment requests come in several forms, as listed below:

Market	Request Type	Packet Contents	19/20 Approximates
US & Canada (and all other countries outside of VCA international designated markets – Example – Russia)	Single Packet Request - CVG, Road Trips, Official State Map	Polybagged CVG, RT, OSM	200,000 single requests
Mexico (includes Spain and Argentina)	Single Packet Request - Mexico IVG, Official State Map	Polybagged IVG, OSM	1,000 single requests
Brazil	Single Packet Request - Brazil IVG, Official State Map	Polybagged IVG, OSM	600 single requests
India	Single Packet Request - India IVG, Road Trips, Official State Map	Polybagged IVG, RT, OSM	400 single requests
Scandinavia – (includes Denmark, Finland, Iceland, Norway, Sweden)	Single Packet Request - Scandinavia IVG, Road Trips, Official State Map	Polybagged IVG, RT, OSM	500 single requests
China Markets – including Taiwan and Hong Kong	Single Packet Request – China, Taiwan or Hong Kong IVG, Official State Map	Polybagged IVG, OSM	300 single requests
Japan	Single Packet Request - Japan IVG, Official State Map	Polybagged IVG, OSM	150 single requests
Korea	Single Packet Request - Korea IVG, Official State Map	Polybagged IVG, OSM	400 single requests
Italy	Single Packet Request - Italy IVG, Official State Map	Polybagged IVG, OSM	1,500 single requests
US & Canada	Bulk Request, CVG	Bulk box of single California Visitor Guides	4,000 cases (160,000 singles)
All Markets (US, CA, UK, AU, IN, SCAN, DE, MX, IT, FR, BR, CN, JP, KR)	Bulk Request, Map	Bulk box of single Official State Maps	2,000 cases (400,000 singles)



All English Speaking Markets (US, CA, UK, AU, IN, SCAN)	Bulk Request, Road Trips	Bulk Box of Single Road Trips	1,500 cases (150,000 singles)
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Additional factors / considerations:

- Majority of orders come in through a web-based form hosted and managed by VisitCalifornia.com.
- APIs and a secure FTP should be available for two-way exchange with VCA and other potential vendors as directed by VCA.
- The selected vendor shall have the ability to provide shipping confirmations with tracking details if applicable so VCA can generate triggered e-mail communication regarding order status.
- VCA will work with selected vendor to devise business rules and process to handle duplicate orders and incorrect orders that need to be suspended.
- VCA expects that selected vendor will have address verification processes in place.
- Current expectation is that selected vendor will deliver packages for mailing to the USPS or other shipping facility within three (3) business days from the date of receiving request.
- Selected vendor shall be able to provide an average of 15,000 cubic feet of enclosed warehouse storage for VCA collateral.
- Selected vendor shall be able to provide real time inventory information to VCA through a user-friendly online tool, or through reports provided by the account manager.
- Selected vendor will update VCA on all postage rate increases and will continually look to find alternative, more cost-effective shipping methods
- Selected vendor will be able to manage international shipping to consumers within VCA's 14 target markets (US, UK, AUS/NZ, IN, SCANDINAVIA, DE, FR, IT, JP, KR, CN, MX, BR and Canada). Other, limited international shipping may be required.
- Ideally, chosen vendor would have distribution hubs internationally that can be utilized for international shipping.

Call Center Services

- Contractor shall process information requests for individuals who want to speak with a live agent when ordering printed Visitor Guides and Maps.

- Contractor shall designate an account manager, who shall oversee all operational aspects of VCA's account as well as serve as the main point of contact for the VCA Publications Manager. This manager will advocate on behalf of VCA in suggesting ways to improve service levels and processes.
- Contractor shall RespOrg 3 toll-free numbers owned by VCA (if needed) and assign one Contractor area code and number for the RespOrg numbers to be pointed.
- Agents shall also have access to a comprehensive list of FAQs to answer commonly asked questions, which Contractor and VCA will work together to compile and maintain. Account Manager will work to update FAQ on a quarterly basis, taking into account any new questions asked by consumers.
- Contractor shall maintain an upfront Interactive Voice Response (IVR) system capable of capturing caller data and processing basic requests for information.
- Contractor shall record all calls received and will provide specific recordings to VCA upon request.
- Contractor shall place call recordings into an FTP site accessible by VCA personnel. This FTP site would hold the last 30 days of call recordings, after which the FTP would automatically purge recordings older than 30 days. VCA can download call recordings from the FTP site to keep them permanently.
- Specified calls shall be patched / warm transferred to VCA personnel.
- Bi-weekly calls with Fulfillment Contractor and VCA shall be set and determined upon completion of agreement.
- Call center hours: 24 hours per day, seven days per week.
- Scripts to be provided by VCA, but format shall be created by Contractor.
- Contractor shall forward orders to VCA's fulfillment contractor.
- Contractor shall be responsible for data entry via written and email requests.

Call Center Reporting

Contractor shall provide reports via email: weekly, monthly and quarterly basic call metrics, and will quantitatively demonstrate orders sent through to the Fulfillment contractor. This data should be segmented into international orders, and bulk orders v. single information requests.

Additional Data



2017 - 2018 Orders Shipped





DNIS Performance by Month

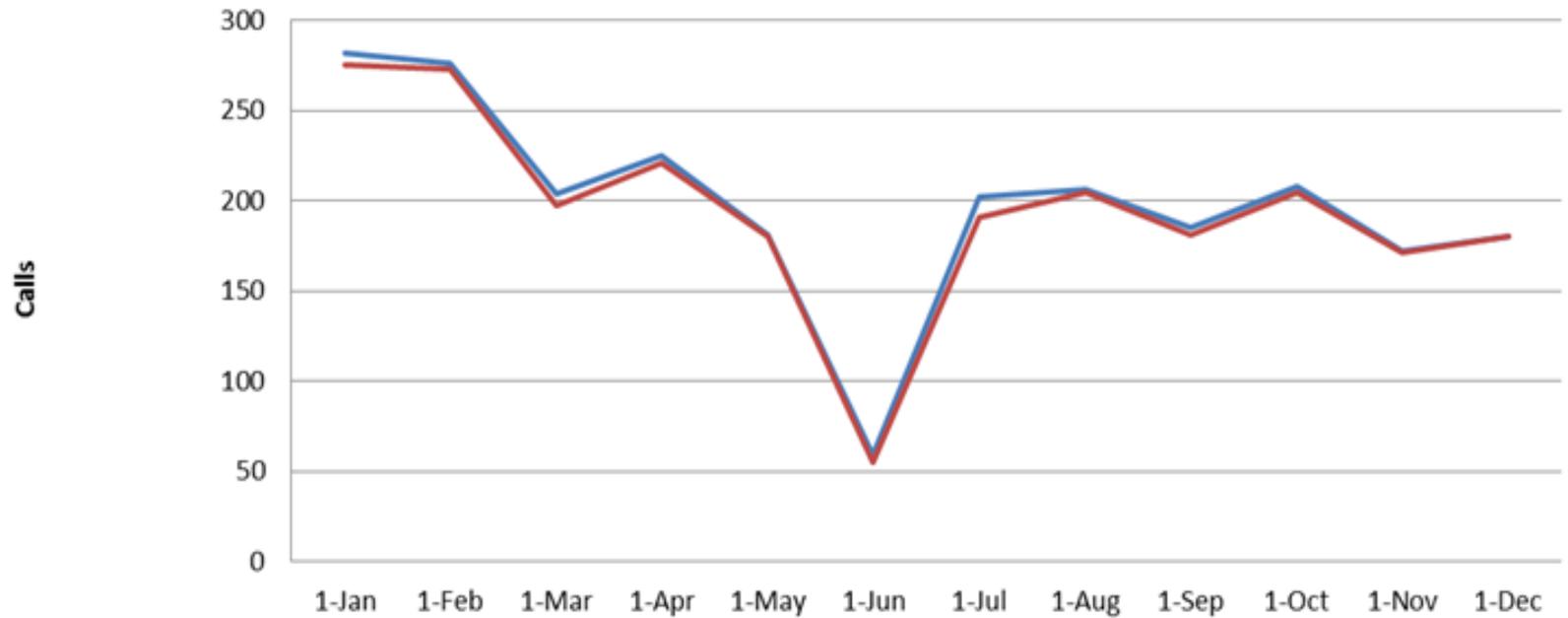
[MiVB] 5111 - 7666 Visit California (800) 621-0021

7/1/2018 - 6/30/2019 - 08:00 - 16:15

Created on 7/1/2019 1:01:30 PM by 401

Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Calls requeued	Answered by ACD group 1	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	ACD handling time (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Service level %	Answer %
18-Jul	202	191	0	11	1	191	00:00:11	00:01:05	05:14:57	00:01:39	93.1%	94.6%
18-Aug	206	205	1	1	0	205	00:00:09	00:00:06	08:20:48	00:02:27	99.0%	99.5%
18-Sep	185	181	5	4	0	181	00:00:09	00:00:33	06:21:09	00:02:06	97.3%	97.8%
18-Oct	208	205	3	3	1	205	00:00:08	00:00:25	05:18:49	00:01:33	98.1%	98.6%
18-Nov	172	171	0	1	0	171	00:00:09	00:00:09	05:07:55	00:01:48	98.3%	99.4%
18-Dec	180	180	2	0	0	180	00:00:09	00:00:00	04:44:38	00:01:35	98.9%	100.0%
19-Jan	282	275	5	7	2	275	00:00:09	00:00:15	08:05:36	00:01:46	98.6%	97.5%
19-Feb	276	273	4	3	0	273	00:00:09	00:00:09	08:30:23	00:01:52	99.6%	98.9%
19-Mar	204	197	5	7	0	197	00:00:11	00:21:37	06:50:08	00:02:05	94.1%	96.6%
19-Apr	225	221	3	4	0	221	00:00:09	00:00:08	06:01:05	00:01:38	98.7%	98.2%
19-May	181	180	2	1	0	180	00:00:10	00:03:17	03:49:33	00:01:17	97.8%	99.4%
19-Jun	59	55	3	4	0	55	00:00:08	00:00:10	01:37:52	00:01:47	100.0%	93.2%
Totals	2380	2334	33	46	4	2334	00:00:09	00:03:46	70:02:53	00:01:48	97.7%	98.1%

Calls Received v. Answered



	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
ACD calls offered	202	206	185	208	172	180	282	276	204	225	181	59
ACD calls handled	191	205	181	205	171	180	275	273	197	221	180	55

6. BUDGET

Please complete the required budget information in Attachment B.

7. 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: Call Center, Warehousing, and Fulfillment 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

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PART III

ATTACHMENTS

Intent to Bid

Budget

Evaluation Criteria

Non-Disclosure Agreement



ATTACHMENT A

**NOTICE OF INTENT TO BID
CALL CENTER, WAREHOUSING, AND FULFILLMENT SERVICES**

Due: August 22, 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 CALL CENTER, WAREHOUSING, AND FULFILLMENT SERVICES

Please include the following information in your proposal. Please also include any other information that you believe is relevant and will help us with our decision in selecting the best company for our needs.

All of these items may not apply depending on your billing structure. Comprehensive information will help us make our decision, so please include as much detail about the services provided and their related costs as possible.

Warehousing & Fulfillment Services

- Postage & Shipping Materials
 - Envelopes
 - Label Production
- Handling
 - Data Entry
 - Packet Creation
 - Label Production
 - Misc./Other
- Technology
 - Data Management / Synchronization
- Warehouse Storage (Monthly)
- Account Management & Reporting
- Misc. / Additional Costs

Call Center Services

- Monthly 800 Line Service Fees (three lines)
- Monthly Operator Services Fees
- Monthly Per-Package Plan Options
- Monthly Base Rates
- Monthly Patch Fees



- Monthly Technology and related fees
- Monthly Account Management and Reporting Fees
- Monthly Email Management
- Monthly Data Entry Fees



**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: _____