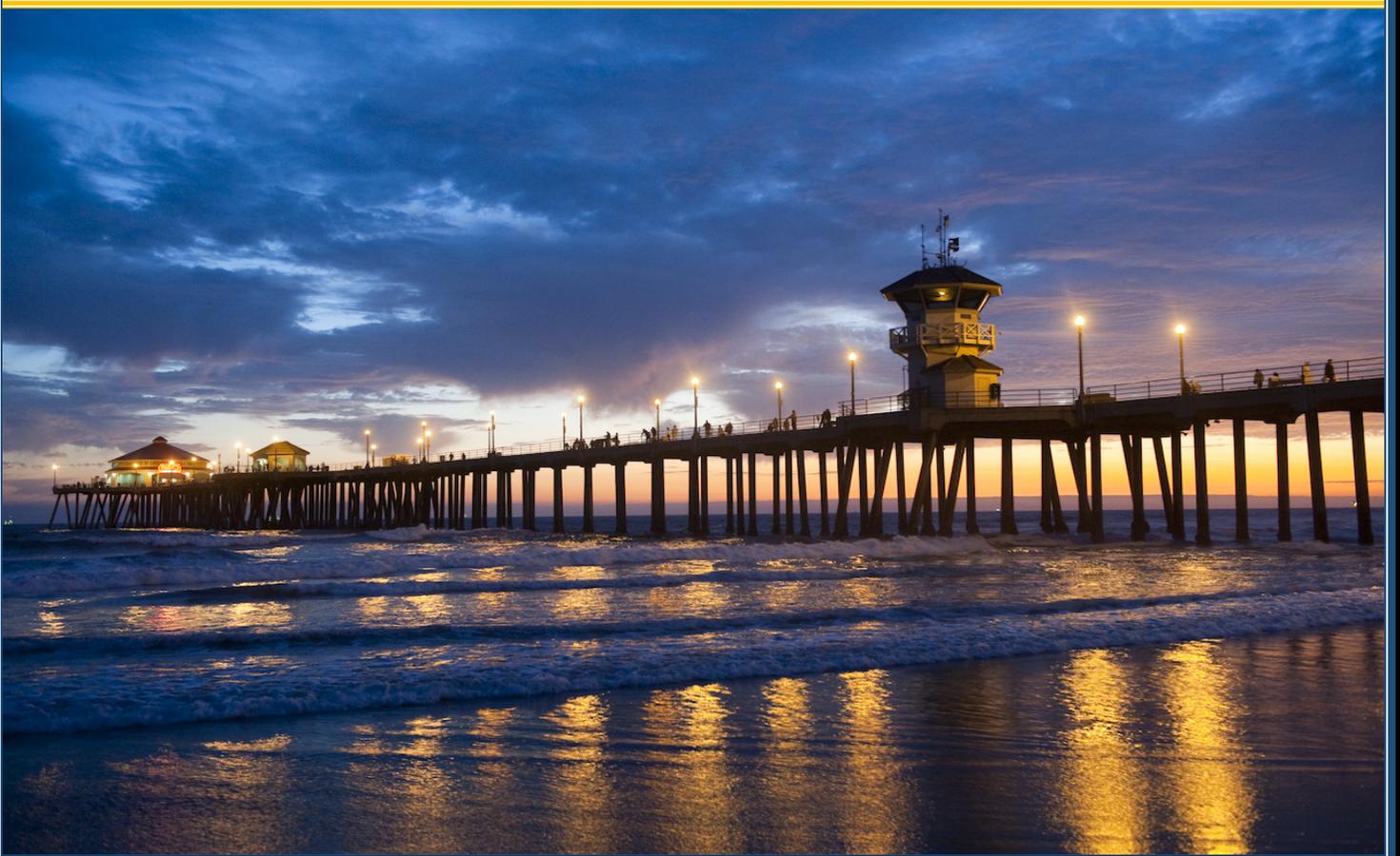




Request for Proposals:
Domestic Public Relations Services





Jan. 14, 2021

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking domestic public relations (PR) services to promote California as a premier travel destination in the United States.

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, including online and offline advertising, visitor publications and maps, cooperative programs, public relations and travel trade programs – all designed to promote California to consumers, media and the travel trade industry. For more details, visit industry.VisitCalifornia.com.

The contract period for the Scope of Work contained within this RFP will be July 1, 2021 to June 30, 2022. Visit California will initially fund the contract for the first year up to \$650,000. Visit California may renew the contract each subsequent year for a three-year period, at its discretion.

Attached is an RFP for those capable of meeting minimum requirements and carrying out the scope. 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 p.m., Pacific Standard Time (PST), Jan. 25, 2021.

Sincerely,

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

Caroline Beteta
President and Chief Executive Officer
Visit California

Table of Contents

PART I - BACKGROUND

1. Introduction	4
2. RFP Purpose.....	5
3. Current Structure	6
4. Contract Term.....	6
5. Available Funds.....	6
6. Evaluation Process & Criteria.....	6
7. Tentative Schedule	7
8. Minimum Requirements	7
9. Billing & Related Requirements.....	9
10. Agency Objectives.....	10

PART II- PROPOSAL

1. Proposal Structure	11
2. Company Background	11
3. Scope of Work	12
4. Future Scope of Work	14
5. Innovation Case Study	15
6. Delivery of Proposal.....	15

Attachment A – Notice of Intent to Bid.....	16
---	----

Attachment B – Budget Form.....	17
---------------------------------	----

Attachment C – Written & Oral Proposal Evaluation Criteria	18
--	----

Attachment D – Non-Disclosure Agreement	19
---	----



VISIT CALIFORNIA

Request for Proposal Domestic Public Relations Services

Part I: Background

1. INTRODUCTION TO VISIT CALIFORNIA

California is the No. 1 visitor destination in the United States, attracting more than \$144 billion in travel-related spending in 2019. This spending directly supported over 1.2 million jobs and generated over \$12.2 billion in state and local tax revenues. However, the coronavirus pandemic has devastated the industry, erasing a decade of continued growth in travel spending within the state and impacting hundreds of thousands of tourism-related jobs. Current forecasts project five years will pass before California reaches 2019 levels of travel revenue. The pandemic has emphasized just how vital tourism is to California's economy and economic recovery. 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. In the coming years, this will be more critical than ever.

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.

From 1998 to 2003, Visit California consisted of the originally conceived private-public joint marketing venture partnership of Visit California and the State of California. The primary source of the California tourism marketing budget is now 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.

While Visit California's mandate is to exclusively market to out of state, in summer of 2020 the board of directors voted to grant permission to market in-state for the first steps of recovery following the coronavirus pandemic. Encouraging Californians to travel within the state and support the local economy is a critical phase as international travel is still largely closed, and national reemergence from the pandemic crisis is uneven. As of the writing of



this RFP, the timeline for broadening reach to other markets remains unclear, putting more emphasis on domestic programs.

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-four commissioners are elected by the approximately 20,000 assessed California businesses; the governor appoints 12; and the 37th is the director of the Governor's Office of Business and Economic Development (Go-Biz). The Commission meets three times each year to direct Visit California's programs and activities. A statewide Marketing Advisory Committee also provides input in developing the Marketing Plan.

2. RFP PURPOSE

The purpose of this request is to seek and retain a qualified agency to act as the Visit California Public Relations (PR) representative in the U.S. market, promoting California as a premier travel destination. Visit California seeks a company to develop and execute a comprehensive, strategic, creative and brand-aligned PR program using a variety of channels and leveraging Visit California's marketing initiatives and growing breadth of content. As the tourism industry recovers over the next several years, Visit California seeks a partner that will bring a spectrum of strategic vision, innovative ideas to reach consumers, and deep insights to build on the California brand platform in the earned media and social influencer spaces. Visit California is an industry leader and a trusted source for content about destinations and experiences in the state, and earned media strategy should factor in opportunities to elevate the organization's profile, while building on California's overall brand presence and share of voice.

PR and earned media are extremely valuable in generating demand for the California experience through credible third-party editorial content. PR-generated editorial enables Visit California to dive deep into storytelling around California's distinctive experiences and well-researched consumer motivations with diverse coverage that highlights the breadth of the tourism product statewide.

Your company is being asked to craft a PR strategy that will focus on securing placements across broadcast, digital and print media channels; engaging influencers; and ideating around integrated campaigns and activations to reinforce California's position as a dream destination and hotbed of innovation.



3. CURRENT STRUCTURE

VCA's global agency infrastructure consists of our Advertising Agency of Record (Mering), consumer content and publishing services Agency (Meredith), a website development firm (Appnovation), international travel trade and public relations partners around the world, and social media agency partners (Destination Think – written content, and ICUC – moderation). The Domestic PR agency must work closely within the agency network 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 on the date of contract approval (approximately July 1, 2021)) and terminate June 30, 2022. Visit California reserves the right to renew its agreement prior to the end of each contract term for a total of three years, providing funding to do so is appropriated for this purpose in subsequent budgets. There will be a six-month oral review in 2022 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 will initially fund this contract up to \$650,000 for services rendered for the first year. Funding at this level is dependent on Visit California's overall budget, which was \$100 million in FY18/19, but considerably impacted by the coronavirus pandemic for FY19/20 and 20/21. The organizational FY21/22 budget is still to be projected. 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 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 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 presentation is included as Attachment C.

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.

Jan. 14, 2021	RFP public announcement
Jan. 25, 2021 (4 p.m. PST)	Deadline for agency to submit <i>Intent to Bid</i> & questions
Feb. 1, 2021	Q&A provided to proposers
March 1, 2021 (4 p.m. PST)	Deadline for agency to submit proposal
March 8, 2021	Compliance review completed – Committee review begins
March 29, 2021	Finalists selected and notified (actual notification date may vary)
April 19, 2021	Management conducts interviews with Finalists in Sacramento, CA
April 26, 2021	Selected proposer announced (actual notification date may vary)
July 1, 2021	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. **Before submitting questions, review the questions and answers located on our website at: industry.visitcalifornia.com/about/request-for-proposals**

Notice of Intent to Bid

Notice of Intent to Bid, Attachment A, must be received by **Jan. 25, 2021** 4 p.m., 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.

Budget Form

A complete Budget Form (Attachment B) must be included. Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by Visit California.

Financial Statements

Proposers are required to demonstrate financial viability for maintaining an account of this size.

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.

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

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.

Other Minimum Requirements

- Experience: A minimum of three years of tourism PR experience is required.



- Location: A PR firm with a national presence, preferably with at least one California-based office

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;¹ and
- Not select a vendor and 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.

9. BILLING & RELATED REQUIREMENTS

Contract Requirements & W-9

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. **Review this template before 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.

Internal Control Structure

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;

¹ If RFP is amended, Visit California will send an addendum to all Proposers.

- 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 VCA approval.

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. Receipts are required for all out-of-pocket expenses.

10. AGENCY OBJECTIVES

The selected vendor will develop strategies and programs that fit within Visit California's overall marketing strategy.

The Visit California earned media program must achieve the following:

1. Help to define and pursue earned media and strategic publicity opportunities that will move the needle in increasing domestic visitor arrivals to California;
2. Deliver compelling inspirational integrations that align with the Dream Big brand and work in conjunction with Visit California's overall brand and content programs, while reflecting the diversity of the state and providing balance in highlighting California's 12 tourism regions;
3. Create and execute innovative attention-getting PR campaigns, as standalone PR campaigns and as part of fully integrated marketing campaigns;
4. Serve as a U.S. media expert and resource;
5. Plan and execute media events;
6. Plan and execute large-scale PR activations;
7. Develop communications messaging and recovery plans in times of crisis;
8. Build relationships with national media, especially broadcast; and
9. Target key influencers for content creation partnerships and channel placements.

Part II: Proposal

1. PROPOSAL STRUCTURE

Proposal should include:

- a detailed table of contents or index that lists each key section of your proposal;
- page numbers within your proposal; and
- tabs or other methods to identify key sections of your proposal.

Place sections of your proposal in the order they are presented within this RFP.

2. COMPANY BACKGROUND

Services and Activities

- Provide a letter of interest and executive summary of proposal.
- Provide a description of the nature of your company's primary services.
- Provide the year in which your company was formed.
- Note your company's history and expertise in PR and specifically within the tourism industry.
- List the address from which the primary work on the contract would be performed.
- List the size of your company by headcount.

Company Management & Staff

- The proposer shall identify:
 - The individuals providing oversight of strategy development and inter-agency collaboration;
 - The contract manager for the work; and
 - The individuals who will conduct the day-to-day work, including the percentage of time they will be assigned to the account.
- For all individuals assigned to this account, please provide:
 - Overall experience in PR accounts; and
 - Current resumes/biographies demonstrating qualifications related to this RFP, including length of time with agency.

Conflicts of Interest

- The proposer shall list all tourism-related clients for whom it has acted during the past 12 months.
- 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.

Subcontractors

- The proposer should identify all proposed subcontractors for work that exceeds \$5,000 and document which portions of service will be performed by subcontractors and their ability to perform the work. For each subcontractor, please provide the name and background of their company, if applicable. Additionally, proposer should submit resumes of 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.

3. SCOPE OF WORK

For each of the following project areas, the Proposer should prove capability, describing strategies to be used and quality controls. Sufficient detail must be given and must include examples of past projects, ability to meet deadlines and managerial experience.

This RFP is divided into several sections to assess your capabilities and strategic thinking as it pertains to Visit California's earned media program. The first section will assess capabilities relative to Visit California's **current** program. In the second section, **(future state)** Visit California would like you to present a strategic recommendation for the earned media program, without constraints.

Proposals must address each item listed in the Work Plan below. The proposed work plan should describe how the Proposer intends to perform the scope of work during a 12-month period. The work plan must include a schedule for completion of the tasks.

Overall Proposed Work Plan Requirements

- Provide your perspective on the following, and how this will inform an evolving overall strategy:
 - United States travel market overview
 - Marketplace conditions in light of 2021 pandemic recovery economic environment
 - Media landscape impacting travel and potential PR initiatives
 - Competitive analysis.
- Visit California is looking for a partner that will provide strategic leadership and executing prowess (securing placements, developing influencer programs, building valuable industry platforms, measurement, securing innovative activation and integration opportunities, etc.) Demonstrate how your firm will fulfill this need.
- Include a suggested plan for demonstrating and maximizing Return on Investment leveraging Visit California's Media Quality Index measurement strategy (see below for context.) Outline how this measurement model can be used to outline short- and long-term goals.
- Reference tactics for short- and long-term recovery timelines, keeping in mind ongoing implications, including overall travel sentiment, destination accessibility and Visit California's investment capabilities.
- Note any strategic alliances that might augment PR program by providing possible cooperative funding opportunities for promotions.
- Include any "dream big" or "out-of-the-box" ideas that would support Visit California's brand and publicity efforts.

Current Agency Scope of Work

Develop a detailed work plan at a \$650,000 funding level. Include the overall work plan requirements listed above, discuss your approach to media relations and PR strategy as they relate to the items below, and discuss how you would manage this work.

Today, our current PR Agency:

- Works with the Visit California PR team to develop a strategic work plan, setting measurable earned media goals for each year;
- Maintains and audits a targeted media list;
- Proactively develops California pitches, press releases and story ideas for media and assists journalists with story development;

- Assists with reactive media requests and inquiries;
- Arranges and manages media appointments for Visit California PR staff in key domestic markets;
- Showcases California's tourism product through press trips that align with marketing and PR initiatives, incorporate multiple destinations and bring the California brand to life;
- Develops dedicated influencer programs to meet specialized needs of audiences and leverage content produced in partnership with Visit California;
- Supports broadcast productions to leverage mass reach media channels;
- Makes recommendations on Visit California's in-person event strategy, including format, frequency and locations. Once those details are set, secures top-tier media for media events in New York, Los Angeles and San Francisco, as well as annual Media Boot Camps. Strategizes potential new markets, as well as how to continue to adapt the events to meet media needs, while best representing organizational and partner objectives;
- Emphasizes outreach to travel and lifestyle influencers as well as niches important to Visit California, such as culinary and family;
- Collaborates with Visit California's brand agency and content development partner to create integrated strategic plans and to leverage value-added editorial opportunities, including regular interagency meetings;
- Develops creative strategy to align with Visit California's global marketing efforts; and
- Provides monthly documentation and reporting, as well as additional reports as requested; analyzes and transfers relevant data to Visit California's global reporting platform.

4. FUTURE SCOPE OF WORK

Visit California is always seeking to innovate our earned media program to elevate how we interact with potential visitors, especially as the travel landscape has changed so drastically with the coronavirus pandemic.

The above structure should act as a foundation to your plan, but as a leader in the tourism promotion space, Visit California must stay on top of media trends and develop and deliver content in ways that are relevant to the media and ultimately the consumer. Keep in mind overall objectives outlined in Part I, Section 10, Agency Objectives.



Given this need, this part of the RFP response is your chance to be creative. Show us how your firm would approach our earned media approach if there were no constraints. This is your chance to differentiate yourself and truly show us how you strategize and pursue results-oriented initiatives.

Visit California will rely on your team to develop a consumer earned media strategy that meets California media relations needs with any variety, mix, or number of vehicles deemed effective. Note: The budget for this Future Structure is entirely up to your discretion. Visit California's anticipated budget is likely to be constricted for the next several years as forecasts predict a five-year recovery timeline in the wake of the pandemic. Therefore, please include a recommended budget to accompany your proposed future structure.

5. INNOVATION CASE STUDY

Innovation is a part of the Visit California DNA. In fact, it is one of the organization's guiding principles. Visit California is constantly seeking new opportunities to connect with our target audiences and build and leverage the power of the California brand. Provide a case study that demonstrates how your agency has pushed a client beyond the norm for their industry and achieved success. The example does not have to be tourism specific.

6. DELIVERY OF PROPOSAL

Each bidder is required to deliver **10** 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: Domestic PR 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.**



ATTACHMENT A

**NOTICE OF INTENT TO BID
DOMESTIC PR SERVICES**

Due: Jan. 18, 2021

4 P.M. PST

Send to:

Contracts Manager
rfps@visitcalifornia.com

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



ATTACHMENT B

BUDGET FORM
Domestic PR SERVICES

Annual Retainer:

(based on \$650,000 annual project budget)

STAFFING BUDGET				
Title	Years with Company	Years in PR 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 public relations / marketing programs.		
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: _____