



## Request for Proposals

# SOCIAL MEDIA MODERATION SERVICES





March 21, 2018

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified company to provide **Social Media Moderation Services** to support our mission of promoting California as a premier travel destination.

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

Visit California oversees the production of a variety of marketing activities, that may include television and online advertising, content marketing to include Website, social media, content series, visitor publications and maps, cooperative programs with traditional and non-endemic partners, public relations and travel trade programs – all designed to promote California to consumers, media and the travel trade industry. For more details, please visit <http://tourism.visitcalifornia.com> in the "Travel Industry" section.

The total budget for this Request for Proposals (RFP) is USD \$400,000 per year. The annual contract period for the Scope of Work contained within this RFP will be approximately July 1, 2018 to June 30, 2019. Visit California may renew the contract each subsequent year for a three-year period, at its discretion. Visit California reserves the right to adjust both the subject 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. PST, April 4, 2018.**

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

Introduction.....	6
RFP Purpose & Company Requirements .....	6
Contract Term .....	7
Available Funds.....	7
Evaluation Process & Criteria.....	7
Tentative Schedule .....	7
Minimum Requirements .....	8
Billing & Related Requirements .....	10

### PART II – PROPOSAL

Proposal Structure .....	13
Company Background .....	13
Conflict of Interest .....	13
Company Management & Staff .....	14
Sub-Contractors .....	14
Proposal Timeframe & Budget.....	14
Proposal Narrative .....	14
Proposal Scope of Work.....	15
Delivery of Proposal .....	17

### PART III – ATTACHMENTS

Attachment A – Notice of Intent to Bid .....	21
Attachment B – Budget Form.....	22



**Attachment C – Written & Oral Proposal Evaluation Criteria ..... 23**

**Attachment D – Non-Disclosure Agreement..... 24**



VISIT CALIFORNIA

Request for Proposals

*Social Media Moderation Services*

## **PART I**

# **BACKGROUND**



## 1. INTRODUCTION TO VISIT CALIFORNIA

California is the leading visitor destination in the United States with more than \$130 billion in travel and tourism related spending in 2017. This spending directly supported over one million jobs and generated over \$10 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 (VCA)

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 17,000 assessed California businesses; the governor appoints 12. The Board meets three times a year to 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 & COMPANY EXPERTISE REQUIREMENTS

### RFP Purpose

The purpose of this RFP is to seek and retain a qualified company to provide **Social Media Moderation Services** to support our mission of promoting California as a premier travel destination. Moderation services, includes, but is not limited to, monitoring and reviewing social content on VCA channels, engaging and responding in conversations.

### Company Expertise

Your company should be an experienced expert in Social Media Moderation. We require:

- At least five years' experience providing Social Media Moderation services; and
- Minimum global presence within at least Asia, Europe, and the Americas.



### 3. CONTRACT TERM

The initial contract term shall be one year. Visit California reserves the right to renew its agreement prior to the end of each contract term for a total of three years, provided funding to do so is appropriated for this purpose in subsequent budgets. There will be an oral review approximately six months after the contract date and subsequent reviews annually 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

Visit California will initially fund this contract up to USD \$400,000 annually. Visit California reserves the right to adjust both the budget and related services.

### 5. 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. 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.***

### 6. TENTATIVE SCHEDULE

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

<b>March 21, 2018</b>	RFP public announcement
<b>April 4, 2018 (4:00 pm PST)</b>	<b>Deadline for agency to submit <i>Intent to Bid</i> &amp; questions</b>
<b>April 11, 2018</b>	Q&A provided to proposers
<b>April 20, 2018 (4:00 pm PST)</b>	<b>Deadline for agency to submit proposal</b>
<b>April 30, 2018</b>	Compliance review completed – Committee review begins
<b>Week of May 7, 2018</b>	Finalists selected and notified
<b>Week of May 14, 2018</b>	Pre-calls with finalists
<b>Week of May 28, 2018</b>	Management conducts oral interviews in Sacramento
<b>Week of June 11, 2018</b>	Selected proposer announced
<b>July 1, 2018</b>	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](mailto: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-Visit-California/Requests-for-Proposals>.***

### Notice of Intent to Bid

Notice of Intent to Bid, Attachment A, must be received by **April 4, 2018** 4:00 pm, PST. The notice must be submitted via e-mail to [rfps@visitcalifornia.com](mailto:rfps@visitcalifornia.com). The Notice of Intent to Bid is non-binding; however, it ensures the receipt of all addenda related to this RFP. Proposals will be accepted only from applicants who submit a timely Notice of Intent to Bid.

### Budget Form





A complete Budget Form (Attachment B) must be included and must include all requested budget line items. All costs associated with the Scope of Work must be included in the format provided in U.S. dollars. Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by Visit California. All proposers agree that budget costs submitted with their proposals are valid for 180 days from the date Visit California receives your proposal.

### 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.

**Non-Disclosure Agreements.** 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.

**Audited Financial Statements.** Financial Statements are not required to be audited.

**Financial Statements Required.** *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.

### Experience and Competencies

- Your company must have at least five years' experience providing Social Media Moderation services; and
- A global presence, at a minimum within Asia, Europe, and South America.

### 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.

## **8. BILLING & RELATED REQUIREMENTS**

### **8.1 Contract Requirements & W-8 / 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. **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-E or 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 (if applicable);
- Controls for ensuring the accuracy of invoices from Proposer's sub-contractors, and the accuracy of invoices provided to Visit California; and
- Controls for ensuring that no expenses are incurred without prior approval.

### **8.3 Billing**

We limit contractor invoicing to two invoices per month. One invoice shall be for Administration & Overhead. The other invoice shall be for out of pocket expenses. Receipts are required for all out of pocket expenses.



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

*Social Media Moderation 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;
- Proposal and Scope of Work;
- 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 in Social Media Moderation;
- Your company's global reach;
- 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. CONFLICT OF INTEREST

- Please list all tourism-related clients for whom you have acted during the past 24 months. Please include a brief description of the type of activity and services you provide.

- Please certify that there is no conflict of interest between any of your existing contracts. Client relationships that could potentially be a conflict of interest should be listed and include a discussion of how you will resolve the potential conflict of interest.

#### **4. 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.

#### **5. SUB-CONTRACTORS<sup>1</sup>**

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.
- Provide resumes and/or biographies of staff assigned to your account.

#### **6. PROPOSAL TIMEFRAME & BUDGET**

Initial and subsequent year contracts are based on 12-month periods and budgets. Please base your proposal on one year of activities and a \$400,000 budget.

#### **7. PROPOSAL NARRATIVE**

Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items listed in the following section. The discussion of these items will be used to evaluate the proposer's qualifications for effectively delivering the requirements outlined within this RFP.

Your discussion should include:

- Details and strategies of how you intend to accomplish the tasks involved;

---

<sup>1</sup> 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.

- Your experience in accomplishing those tasks;
- Estimated timeframes for accomplishing those tasks;
- An implementation schedule; and
- Any deliverables you may provide that will be derived from those tasks.

In addition, you should also include:

- A discussion of any relevant managerial experience;
- Examples of any relevant past projects that demonstrate your skills and qualifications; and
- Any other relevant information and evidence to support your skills and qualifications for successfully executing this scope of work and meeting our objectives.

## **8. PROPOSAL SCOPE OF WORK**

### Overall Required Activities

Company will provide global social media management, including moderation, engagement, escalations and social monitoring services. Company must have quality resources in each specified country that have the capacity to learn and understand the California brand. Ex-patriots living in the United States are also acceptable. Please provide details about your resources for each country and your ability to deliver the required services.

- Moderation:
  - Removal of unacceptable content on owned social channels.
- Engagements:
  - Respond to fans with combination of pre-determined and customized unique responses consistent with the VCA brand voice;
  - Include VCA industry partners in conversations and engagements with fans; and
  - At least 40 engagements per day.
- Escalations:
  - Escalate any content of interest or concern to brand.
- Monitoring:
  - Review comments on owned social media channels, as well as organic social listening for relevant content that is of interest to the brand;



- Monitor and alert Visit California of world news updates that VCA may want to be sensitive of in both domestic and international markets; and
- Actively monitor industry activity to highlight content of interest to VCA.
- Actively monitor a specified set of topics or hashtags and engage as appropriate.

#### Global Coverage Locations / Languages

- United States (English);
- Canada (English and Canadian French);
- United Kingdom (English);
- China (Chinese: Traditional & Simplified);
- Australia (English);
- Mexico (Spanish);
- Brazil (Portuguese).
- Germany (German);
- Japan (Japanese);
- France (French);
- Korea (Korean);
- India (English);
- Italy (Italian).

#### Daily Service Level Requirements / Activities by Language

- 4 hours: English (US, UK, AUS)
  - Chinese
  - Spanish
  - Portuguese
- 10 hours:
  - German
  - French
  - Japanese
  - Korean
  - Italian



- o India

#### Other Service Activities / Requirements

- Publish content per client-provided calendar up to four times per day, per market;
- Moderation of up to 500 pieces of content (aggregate totals) of content per day;
- Respond to customer questions/concerns with up to 250 pieces (aggregate totals) of content per month; and
- Utilize social listening tool to meet program objectives.

#### Social Media Channels

- Facebook (each country will have its own channel)
- Instagram (1 global channel);
- Sina Weibo (1 regional channel);
- Twitter (1 global channel);
- YouTube (1 global channels);
- WeChat (1 regional channel);
- Other channels as determined by Visit California.

### **9. DELIVERY OF PROPOSAL**

Each Proposer 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 [rfs@visitcalifornia.com](mailto:rfs@visitcalifornia.com). Hard copies must be sent by courier such as FedEx or UPS to:

Visit California  
Request for Proposal: Social Media Moderation 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**

***Social Media Moderation Services***

## **PART III**

# **ATTACHMENTS**

**Intent to Bid**

**Budget**

**Evaluation Criteria**

**Non-Disclosure Agreement**



**ATTACHMENT A**

**NOTICE OF INTENT TO BID  
SOCIAL MEDIA MODERATION SERVICES**

**Due: April 4, 2018**

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 FORM  
SOCIAL MEDIA MODERATION SERVICES**

<b>Budget Line Items</b>	<b>Cost</b>	<b>Staffing</b>
Moderation		
Engagements		
Escalations		
Monitoring		
<b>TOTALS</b>		



**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.

	<b>Max. Points</b>	<b>Score</b>
<b>1. OVERALL EXPERIENCE OF FIRM</b>	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.		
<b>2. SCOPE OF WORK</b>	20	
Our evaluation will include an assessment of the quality of proposed strategies, creativity, detail of plan, ROI measurement systems, and related items.		
<b>3. FAMILIARITY WITH VISIT CALIFORNIA BRAND &amp; PRODUCT</b>	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.		
<b>4. QUALIFICATIONS OF PERSONNEL</b>	10	
Our evaluation will include an assessment of the qualifications, experience, and creativity of your managerial team, staff, and subcontractors, and related items.		
<b>5. CAPABILITIES</b>	20	
Our evaluation will include an assessment of your past performance related to this RFP.		
<b>6. COST EFFECTIVENESS</b>	20	
The maximum services are provided in relation to the fees charged and value of overall project. The budget is reasonable and appropriate.		
<b>TOTAL POINTS</b>	<b>100</b>	



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