



visit
California

Request for Proposals

PUBLIC AFFAIRS SERVICES



March 4, 2019

To All Prospective Bidders:

Visit California, a privately funded nonprofit corporation, is seeking a qualified Public Affairs agency that will develop and execute a strategic communications strategy to promote the importance of California's travel industry to key decision makers and the public.

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 on 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, please visit <http://tourism.visitcalifornia.com> in the "Travel Industry" section.

The total budget for this RFP is \$200,000 per year. The annual contract period for the Scope of Work contained within this RFP will be approximately July 1, 2019 to June 30, 2020. Visit California may renew the contract each subsequent year for a three-year period, at its discretion. Visit California reserves the right to adjust the budget and related services.

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

Notice of Intent to Bid (a non-binding document), as well as any questions you may have to clarify this RFP, are due to Visit California no later than 4:00 p.m., Pacific Standard Time (PST), March 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 \$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

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

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

2. RFP PURPOSE

The purpose of this RFP is to seek and retain a qualified Public Affairs agency for Visit California that will develop and execute a strategic communications strategy to promote the importance of California's travel industry to key decision makers and the public. The selected agency will strategize and produce materials to assist in illustrating to elected officials why travel matters, and to help position travel and tourism's overall image through the media and other venues, by maintaining California as the premier travel destination.

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 \$200,000 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. Any attempt by a Proposer to contact a member of the evaluation committee outside the RFP process, in an attempt to gain knowledge or an advantage may result in disqualification of Proposer.

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee and allow the committee to conduct in-person office visits. All proposers and key team members working on the account should ensure they are available for the on-site visits during the dates presented in the Tentative Schedule. After the oral presentations, there will be a question and answer period. You will be notified of the total presentation time. In addition to Proposer management, key personnel performing day to day activities will be requested to attend. The criteria for the scoring of the oral presentations is included as Attachment C.

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

6. TENTATIVE SCHEDULE

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

March 4, 2019	RFP public announcement
March 22, 2019 (4:00 pm PST)	Deadline for agency to submit <i>Intent to Bid</i> & questions
March 29, 2019	Q&A provided to proposers
April 19, 2019 (4:00 pm PST)	Deadline for agency to submit proposal
May 3, 2019	Compliance review completed – Committee review begins
Week of May 20, 2019	Finalists selected and notified (actual notification date may vary)
June 3 through June 14, 2019	Oral interviews conducted in Sacramento, California
Week of June 17, 2019	Selected proposer announced (actual notification date may vary)
July 1, 2019	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 the 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 **March 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.



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 120 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.

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.

Experience and Competencies

- Your company must have at least five years' experience providing public affairs services to corporate clients, preferably within the tourism industry.
- Your company must have an office in California, with an office in Sacramento strongly preferred.

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-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-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 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.



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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;
- Work Plan;
- 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 public affairs and within the tourism industry;
- 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 worked during the past 24 months.
- Please include a statement that you have 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-CONTRACTORS¹

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

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

6. PROPOSAL SCOPE OF WORK & WORK PLAN

Reference Materials

To assist with your response, please reference the background and informational resources at the following site: <http://industry.visitcalifornia.com>. There you will find Visit California's mission, planning documents, research, and other useful information.

Work Plan

Your proposal should be based on a full year of activities at \$200,000. (Please note the actual annual budget may vary). Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items in the underlined sections below. The discussion of these items will be used to evaluate the proposer's qualifications for effectively delivering the requirements outlined within this RFP.

¹ 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 discussion should include the details and strategies of:

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

In addition, you should also include a discussion of:

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

Strategic Planning

Provide for us an “insiders look” at your strategic planning process.

- Present Visit California with a comprehensive summary on how you can help position travel and tourism to elevate California's overall image and the relevance of the industry.
- Provide a strategy that will illustrate value to tourism business stakeholders.
- Show how your agency will unify messaging through media, key partnerships, industry segments and elected officials.
- Explain what goes into your brand development processes.
- Describe your discovery and analysis processes.
- Discuss how you allocate time strategy vs. execution.

Content Creation

Provide a plan for developing, writing, visualizing and otherwise creating content for the “Why Travel Matters to California” website (launching spring 2019) and other elements of the overall strategy to enhance Visit California's profile.

- What assets would you use to tell the story to media, industry and political stakeholders?
- Show examples of content created for other clients.

- How would you leverage content created by others to supplement and enhance the work?
- What methods would you use to ensure deadlines are met?

Promotional and Added Value Elements

- Please discuss how your strategic partnerships or alliances fit into your overall strategy.
- Provide examples of how you would elevate perceptions of elected officials on the importance of the travel industry.
- Show us how your current client base may open doors for California in the way of cross-promotion or leveraging additional exposure due to partnership opportunities.

Research & Analytics.

- Provide an overview of how you determine success.
- What are your analytic tools or services that you use, and what type of information will you report back to Visit California as it relates to meeting our objectives?
- Please define how your metrics can be converted into research, and how the research will help guide us in making decisions on how we collaborate with our partners and elected officials in the future.

Account Administration

In addition to account administration fees, you should budget for travel expenses (three Board Meetings and two, one-day workshops per year, all held in California), and any other administrative expenses such as postage/shipping expenses.

As part of your account administration, you will also be required to:

- Develop and achieve “measures of success” for the public affairs program;
- Provide a written monthly report on activities and accomplishments including details on the substance and success of published content, story pitches and other outreach, and updates about specific efforts in progress; and
- Provide monthly budget re-caps.

Other

The Visit California public affairs strategy must achieve the following:

- Position Visit California as an innovative, thoughtful leader of the tourism industry;



- Work with the Visit California Public Affairs team to develop a strategic work plan, setting measurable goals for each year;
- Analyze and monitor the state of the industry and Visit California's position among stakeholders;
- Publicize Visit California's research and marketing programs to establish industry leadership and raise awareness of the travel industry;
- Position and enhance visibility of Visit California's corporate brand;
- Grow Visit California's relationship with assessed travel businesses, associations, and identified key stakeholders;
- Identify Visit California's strengths, weaknesses, and untapped opportunities; develop proactive plans to address each;
- Elevate the perception of key policymakers on why travel matters;
- Reach key decision makers, constituents and media (new and traditional);
- Identify and monitor relevant issues facing the travel and tourism industry;
- Develop and execute compelling messages, press materials and other communications tools;
- Proactively pitch positive Visit California stories, including topics such as economic impact, sustainable tourism, or jobs in the workforce; act as a media liaison for Visit California on economic stories and leads;
- Develop a creative strategy to align with Visit California's global marketing efforts and reinforce the tourism industry's value to California's overall image;
- Provide public awareness of California's \$130 billion tourism industry;
- Penetrate new industry and stakeholder audiences;
- Promote Visit California's contribution to national travel promotion efforts;
- Align with and leverage national tourism outreach efforts, such as National Travel and Tourism Week;
- Protect the reputation of California's travel and tourism industry;
- Assist in the development and execution of public affairs campaigns addressing issues within the industry, including but not limited to sustainable tourism, and tourism jobs and wages;
- Integrate with Visit California's industry relations and marketing efforts;
- Execute successful media relations plans, proactively developing pitches, press releases and op-eds within designated timelines; and



- Ensure availability for regular meetings and calls.

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: Public Affairs 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.**



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PART III

ATTACHMENTS

Intent to Bid

Budget

Evaluation Criteria

Non-Disclosure Agreement



ATTACHMENT A

**NOTICE OF INTENT TO BID
PUBLIC AFFAIRS SERVICES**

Due: March 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 FORM
PUBLIC AFFAIRS SERVICES**

FINANCIAL BUDGET <i>Annual Costs Assuming \$200,000 Budget</i>				
Budget Line Items	Program Cost			
Strategic Plan				
Content Creation				
Promotional and Added Value Elements				
Research & Analytics				
Travel & Out of Pocket Expenses				
Account Administration <i>(include only your retainer / fee)</i>				
Other <i>(include any other expenses not included above)</i>				
			Total Cost	
STAFFING BUDGET				
Title	Years with Company	Years in RFP Field	Hourly Rate	% Time Assigned to Account
			Total FTE's	



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

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

	Max. Points	Score
1. OVERALL EXPERIENCE OF FIRM	20	
Our evaluation will include an assessment of such items as the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, and related items.		
2. SCOPE OF WORK	20	
Our evaluation will include an assessment of the quality of proposed strategies, creativity, detail of plan, 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: _____