



**REQUEST
FOR
PROPOSAL**

Visit Anaheim Online Travel Agency Campaigns RFP

April 10, 2023

To All Prospective Bidders:

The Anaheim/Orange County Visitor and Convention Bureau (DBA: Visit Anaheim), a privately funded nonprofit corporation, is seeking a qualified **Online Travel Agency (OTA) company** with global presence capable of supporting three individual campaigns in their own booking and marketing platform for the following key international markets: Canada, Mexico, and Australia. The campaigns will help establish Anaheim and Orange County as a vacation destination of choice in these markets and generate hotel booking conversion. This is to produce a regional economic impact throughout Orange County and to support our mission of promoting Anaheim as a premier international travel-destination in the countries of Canada, Mexico, and Australia.

The purpose of this RFP is to buy media placements directly with an OTA company that owns their own booking and marketing platforms where Visit Anaheim will be purchasing ad space and exposure to generate room nights for Anaheim, Garden Grove and Orange County Hotels in Canada, Mexico and Australia.

Visit Anaheim is a private non-profit 501(c)6 funded by assessed businesses that have an interest in promoting tourism to Anaheim and Orange County.

This tourism assessment program was created on September 14th, 2010. At that time the Anaheim City Council established the Anaheim Tourism Improvement District (ATID) as a means of providing the necessary resources to enhance tourism activity and increase hotel room stays. All assessed facilities pay an assessment in the amount equal to two percent (2%) of the hotel room "rent" as defined in the Anaheim Municipal Code (Section 2.12.005.080) and applies to all current and future visitor accommodation facilities within the ATID boundaries.

More information: www.anaheim.net/565/Anaheim-tourism-Improvement-District-ATI.com.

The total budget for this RFP is \$1,050,000. The contract period for the **Scope of Work** contained within this RFP will be **approximately June 16, 2023 to December 31, 2023**. Visit Anaheim reserves the right to adjust the budget, the execution dates, and related services.

Attached is an 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.

Sincerely,

Pepe Avila
Vice President, Tourism & Partnership

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1. Introduction

About Visit Anaheim

Since 1961, the Anaheim/Orange County Visitor & Convention Bureau (DBA: Visit Anaheim) has worked together with area hotels, attractions, transportation entities, restaurants, retail, and entertainment companies to promote Anaheim and maintain its status as a leading destination for conventions, meetings, and vacations. Since those early days, the organization has grown tremendously as Orange County's main destination marketing organization.

In 2015, the Anaheim/Orange County Visitor & Convention Bureau was transformed into Visit Anaheim. The new name is a result of a strategic rebranding initiative designed to mirror the growth and transformation of our organization, community, and industry more closely.

Now in its 62nd year as a leading destination marketing organization, the team at Visit Anaheim continues to specialize in meeting and convention sales, services, travel trade, destination promotions, as well as marketing and partnership services. These efforts help in realizing the multi-billion-dollar per year tourism industry of Anaheim and Orange County.

Visit Anaheim oversees the production of a variety of marketing, communication, and tourism development activities and programs including on and offline advertising, visitor publications and maps, cooperative programs, communication, and travel trade programs – all designed to promote Anaheim and Orange County to consumers, meeting planners, media, and travel trade industry. For more information visit www.visitanaheim.org.

2. Campaign Purpose and Vision

Purpose

The purpose of this RFP is to buy media placements directly with an OTA company that owns their own booking and marketing platforms.

Visit Anaheim will be purchasing ad space and exposure to develop three individual campaigns targeting Canada, Mexico, and Australia to generate room nights for Anaheim, Garden Grove and Orange County Hotels.

The campaign will help reposition Anaheim as a vacation destination of choice in these markets, generate hotel booking conversion for Anaheim and Orange County hotels and produce a regional economic impact throughout Orange County.

Vision

This work should help Anaheim and Orange County develop strategies to:

- Establish Anaheim and Orange County as a destination of choice among travelers in Canada, Mexico, and Australia, resulting in stronger economic impact on Anaheim and Orange County.
- Highlight Anaheim's destination attributes relevant to each of these markets and invite consumers to visit.
- Drive direct hotel booking conversion to generate room nights and hotel revenue.
- Amplify the Anaheim and Orange County destination message's reach and generate impressions.

Campaign Timing

July 14 – December 31, 2023

Campaign KPIs

- Total attributed to campaign:
 - hotel room nights and gross bookings
 - individual Anaheim and Orange County hotel room nights and respective gross bookings
 - hotel room revenue
 - average daily rate
 - length of stay
- Overall bookings Year over Year:
 - gross bookings
 - room nights
 - average daily rate

International Target Markets

- Mexico
- Canada
- Australia

Audience

- Mexico
 - Travel intenders
 - Interest in theme parks, family friendly attractions, shopping, sightseeing, culinary experiences
 - Intent to travel to competitive destinations: Los Angeles, San Diego, Orlando, Las Vegas
- Canada
 - Travel intenders
 - Interest in theme parks, family friendly attractions, sun and warm destinations, shopping, sightseeing, culinary experiences
 - Intent to travel to competitive destinations: Los Angeles, San Diego, Orlando, Las Vegas, Hawaii, Caribbean and Mexico
- Australia
 - Travel intenders
 - Interest in theme parks, family friendly attractions, shopping, sightseeing, culinary experiences
 - Intent to travel to competitive destinations: Los Angeles, San Diego, Orlando, Las Vegas, Tokyo Disney, Hawaii, Gold Coast

Tactics

- Targeting and retargeting visitors by respective travel intenders and interest by defined markets
- Integration of Visit Anaheim's new campaign assets and message on the Anaheim dedicated landing page
- Opportunity to feature hotel product, destination experiences, and added value initiatives
- Create campaign vanity URL for any OOH promotions

3. Contract Term

The proposal will be based on a contract **Campaigns Term of July 14, 2023 – December 31, 2023.**

Within the given contract term, we seek your recommendations on reasonable milestones and target dates for project deliverables based on this scope of work.

4. Available Funds

Visit Anaheim will fund the contract up to \$1,050,000 (USD) with the funds allocated for (3) individual proposals by respective markets as follows:

Mexico Campaign:	\$350,000
Canada Campaign:	\$350,000
Australia Campaign:	\$350,000

Visit Anaheim has \$1,050,000 for this project:

- The proposal must describe how these funds will be budgeted by media allocation deliverables.
- The budget for this RFP shall be made in U.S. dollars.

This project is funded through a grant provided by Visit California through an award under Federal Grant Award 07-79-07802 by the Economic Development Administration under §703 and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3149 and 3233. As a result, all vendors awarded contracts must be willing to abide by all required provisions of federal laws and regulations, including without limitation 2 CFR §§200.326 and 200.327.

In accordance with 2 CFR 170.200 (Federal awarding agency reporting requirements), Federal awarding agencies are required to publicly report Federal awards that equal or exceed the micro-purchase threshold (\$10,000) and publish the required information on a public-facing, OMB-designated, governmentwide website and follow OMB guidance to support Transparency Act implementation.

Visit Anaheim hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religious creed, sex, national origin, or any other basis protected by applicable law.

Vendors submitting proposals under this RFP are strongly encouraged to consult with their legal counsel to determine how federal contracting rules may relate to their bid, or the ability to perform under agreements potentially executed thereafter.

5. Evaluation Process & Criteria

Visit Anaheim will form a committee to evaluate the written proposals.

The criteria for the scoring of the proposals are included as **ATTACHMENT A – PROPOSAL EVALUATION CRITERIA**.

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, to gain knowledge or an advantage, may result in disqualification of Proposer.

Qualifiers

- Have direct working relationships with Anaheim & Garden Grove hotels
- Be able to attribute room nights to campaign promotion (digital ads, email, landing pages, OOH, etc.)
- Be able to provide monthly reporting of the following components attributed to campaign:
 - hotel room nights and gross bookings
 - individual Anaheim and Orange County hotel room nights and respective gross bookings
 - hotel room revenue
 - average daily rate
 - length of stay
- Be able to provide monthly reports including overall bookings Year over Year
 - gross bookings
 - room nights
 - average daily rate
- Be able to limit and identify specific hotels that can be included on campaign landing page
- Be able to create vanity URL for campaign for any OOH promotions
- Cost efficiency and overall program value
- Added value provided - preferred added value elements include:
 - Added impressions
 - Premium placements
 - Hotel room nights guarantees
- Can assist with creative assets in-house if required following Visit Anaheim branding guidelines
- Met all the RFP requirements and answered all questions under proposal requirements

6. Tentative RFP Schedule

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

Deadline	<u>Visit Anaheim Online Travel Agency Campaigns RFP</u> RFP Event
04/10/2023	RFP public announcement
04/21/2023 by 5:00PM PDT	Deadline for agencies to submit Questions and submit the “Notice of Intent to Bid” form and submit Non-Disclosure Agreement
05/12/2023 by 5:00PM PDT	Deadline for the agencies to submit proposal
05/26/2023	Compliance review completed – Committee review begins
05/30/2023	Finalists selected and notified
06/07/2023	Discovery/Pre-Calls with qualified Proposers (if applicable)
06/09/2023	Selected Proposer announced – contract negotiations begin
06/16/2023	Campaign planning commences, assets and content creation.
07/14/2023	Launch Campaigns in Canada, Mexico, and Australia.
12/31/2023	Canada, Mexico and Australia Campaigns End
01/19/2024	Due date for final campaigns report

7. Proposal Requirements

Minimum Requirements:

Questions

All Proposers wishing clarification of this RFP must submit questions via email to: RFP Submissions pavila@visitanaheim.org by the **April 21, 2023 by 5:00PM PDT** as referenced in **Section 6: Tentative Schedule**.

Notice of Intent to Bid

NOTICE OF INTENT TO BID, ATTACHMENT B, must be returned by **April 21, 2023 by 5:00PM PDT** as referenced in **Section 6: Tentative Schedule**.

The notice must be submitted via e-mail to pavila@visitanaheim.org. 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.

General Forms

Proposers must complete and submit with proposal:

- **ATTACHMENT C - NON-COLLUSION DECLARATION**
- **ATTACHMENT D – INFORMATION REQUIRED OF BIDDER**
- **ATTACHMENT E – CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS**

Workers' Compensation

Please provide evidence of a worker's compensation policy held by your company which is sufficient to meet the State's legal requirements for such insurance, and which provides coverage for all California employees. You may submit this information using **ATTACHMENT F – CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**.

Proposed Media Plan

The proposed media plan should include the budget allocation in U.S. dollars detailing the following components: media placements, impressions, CPM rates, units and added value.

Other Minimum Requirements

We seek a partner with the following minimum experience:

- Online Travel Agency company or companies must have at least considerable experience in the capacity of DMO marketing, integrative campaigns and global presence.

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

- Adjust the RFP timeline
- Award all, part, or none of this RFP to any number of Proposers
- Reject any and all bids
- Waive any or all mandatory requirements if no Proposers meet one or more of the requirements
- Cancel this RFP
- Revise the amount of funds available under this RFP
- Amend this RFP as needed
- 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 Anaheim receives your proposal

Proposals may be rejected if minimum requirements are not met.

8. Content of Proposal

Your proposal should be based on a full **Campaigns Term of July 14, 2023 – December 31, 2023**. Each Proposer must include a complete and detailed plan addressing each of the items listed below. This will be used to evaluate the Proposers' qualifications for effectively delivering the requirements outlined within this RFP.

- 1- Excel document showing all line items including placement, impressions, CPM rates, units, added value, etc.
- 2- Power Point Deck to answer the following
 - List the domestic and international competitive advantages and qualifications of your company
 - Details and strategies of how you intend to drive incremental bookings/room nights with the proposed tactics
 - Examples of any relevant past projects that accomplish similar outcomes
 - Define your approach to reach the identified target audiences
 - How will you help monitor and optimize campaign progress and results?
 - Cancellation policy terms and details (if applicable)
- 3- Excel document listing Orange County hotels available in your platform for booking including hotel name, address and city.

Please note that the Scope of Work and all tasks involved will be subject to negotiation between Visit Anaheim 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 A – PROPOSAL**

EVALUATION CRITERIA.

We understand that contingencies may be required for areas requiring additional information or consultations. Please highlight any such areas along with budget ranges if applicable. You may also contact us via email to obtain additional information and/or to set up a consultation.

Services and Activities

- Provide a letter of interest and executive summary of the proposal
- Provide a description of the nature of the Proposer's services and activities
- Provide the year in which the company was formed
- Note the company's history and expertise as it pertains to this RFP, including relevant case studies
- List the address from which the primary work on the contract would be performed (if applicable)
- List the size of the organization by headcount
- List the number of full-time and part-time employees. Do not list any sub-contractors in this section

Conflict of Interest

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 and receive approval from other clients, if needed, prior to the oral interviews.

Personnel / Management

The Proposer shall identify:

- The contract manager for this work
- The individuals who will be conducting the day-to-day work

The Proposer should identify all proposed subcontractors for work that exceeds **US \$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, the Proposer should submit resumes of the proposed subcontractor's key personnel, including those conducting day-to-day work.

The use of subcontractors is subject to approval by the Senior Vice President of Operations of Visit Anaheim. 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.

Biddable Services

The purpose of this request for proposals is to engage a vendor or consortium of vendors to research, prepare and execute and measure:

- Strategic planning and tactical execution relating to marketing to leisure visitors in Canada, Mexico, and Australia.
- Targeting and retargeting visitors by respective travel intenders and interest by defined markets
- Integration of Visit Anaheim’s new campaign assets and message on the Anaheim dedicated landing page
- Opportunity to feature hotel product, destination experiences, and added value initiatives
- Create campaign vanity URL for any OOH promotions

This work should help state, regional and local tourism entities develop pathways to:

- Establish Anaheim and Orange County as a destination of choice among travelers in Canada, Mexico, and Australia, resulting in stronger economic impact on Anaheim and Orange County.
- Highlight Anaheim’s destination attributes relevant to each of these markets and invite consumers to visit.
- Drive direct hotel booking conversion to generate room nights and hotel revenue.
- Amplify the Anaheim and Orange County destination message’s reach and generate impressions

In each country, the OTA company shall develop campaigns to establish Anaheim and Orange County as a vacation destination of choice in Canada, Mexico and Australia respectively to produce the highest regional economic impact throughout Orange County with the following KPIs.

- 1- Total attributed to campaign:
 - a. hotel room nights and gross bookings
 - b. individual Anaheim and Orange County hotel room nights and respective gross bookings
 - c. hotel room revenue
 - d. average daily rate
 - e. length of stay
- 2- Overall bookings Year over Year
 - a. gross bookings
 - b. room nights
 - c. average daily rate

In preparing the plans, the vendor shall consult and coordinate with designated contacts, or their designees, at Visit Anaheim.

9. Billing and Related Requirements

Contract Requirements & W-9

The winner of the RFP will be required to abide by Visit Anaheim’s contracting and procurement requirements. Information on contracting and procurement requirements can be found at <https://www.visitanaheim.org/eda-procurement-guidelines> .

You will also be required to submit a United States Internal Revenue Service (IRS) Form W-9.

Internal Control Structure

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 Anaheim.
- Controls for ensuring that no expenses are incurred without prior approval.

Billing

We limit contractor invoicing to two invoices per month. All expenses submitted need to be itemized and supported with the appropriate documents such as invoices or receipts.

Monthly billing based on the previous month’s media spend. Monthly invoices should be sent via email to Kathy Nishimura at knishimura@visitanaheim.org.

The budget for this RFP and all payments shall be made in U.S. dollars.

Register with SAM.gov

As a condition of this federal award, any contractor receiving a contract of \$250,000 or more must register with the System for Award Management (SAM). The SAM registration is valid for one year from the date the registration is complete and must be renewed for as long as the federally funded contract is active. The registering entity must **complete** a full registration prior to accessing any federal funds. The SAM registration website may be accessed at: [SAM.gov](https://sam.gov) | [Entity Registrations](#).

10. Proposal Submission

Each bidder is required to deliver one hard copy in addition to an electronic/PDF version of their proposal. Electronic versions of the proposal must be in PDF format and sent to RFP Submissions at pavila@visitanaheim.org

Hard copy must be sent by courier such as FedEx or UPS by [May 12, 2023]:

Visit Anaheim
Request for Proposal: [Online Travel Agency Campaign]
Attn: RFP Submissions
2099 S. State College Blvd., Suite 600
Anaheim, CA 92806

Please Note:

- Proposals must be received by the date and time referenced in the Tentative Schedule
- Late submissions will not be accepted. Please consider this when mailing out documents
- Proposal may not be Faxed.

PROPOSAL EVALUATION CRITERIA

Visit Anaheim Online Travel Agency Campaigns RFP

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 PTS	SCORE
OVERALL EXPERIENCE OF FIRM		
<i>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.</i>	20	
SCOPE OF WORK		
<i>Our evaluation will include an assessment of the quality of proposed media plan, detail of plan and other proposal information requirements.</i>	20	
FAMILIARITY WITH VISIT ANAHEIM BRAND & PRODUCT		
<i>Our evaluation will include our assessment of your understanding of our organization and how you integrated this knowledge into your media proposal, tactics, and related items.</i>	10	
HOTEL PRODUCT		
<i>Our evaluation will include an assessment of the quantity and diversity of hotels available in your platform for booking.</i>	10	
CAPABILITIES		
<i>Our evaluations will include an assessment of the capabilities to provide comprehensive reporting as outlined under “Qualifiers” (section 5-Evaluation Process & Criteria) and as well as under “Tactics” (section 2. Campaign Purpose and Vision)</i>	20	
COST EFFECTIVENESS		
<i>The maximum deliverables are provided in relation to the media plan, allocated budget, added value and potential room nights bookings.</i>	20	
TOTAL POINTS	100	0

ATTACHMENT B

NOTICE OF INTENT TO BID

Visit Anaheim Online Travel Agency Campaigns RFP

Due: [April 21, 2023]

[5PM PST]

Send to:

pavila@visitanaheim.org

NOTICE OF INTENT TO BID FORM

Name of Proposer

Contact Person

Mailing Address

City

State

ZIP Code

Agency URL

Telephone

Fax Number

Email Address

Signed

NON-COLLUSION DECLARATION

VISIT ANAHEIM

Visit Anaheim Online Travel Agency Campaigns RFP

The undersigned declares:

I am the

_____ (Self, Owner, Partner, Corporate Office (List Title), Co-Venturer)

of, _____ (Name of individual or corporate bidding entity)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(California Public Contract Code § 7106; Stats. 2011, c. 432, Section 37)

(Signature)

(Date)

***Note:** Completing, signing, and returning the Non-collusion Affidavit is a required part of the bid. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

ATTACHMENT D

INFORMATION REQUIRED OF BIDDER

Visit Anaheim Online Travel Agency Campaigns RFP

The bidder must furnish the following information. Failure to comply with this requirement may render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

(1) Number of years as a vendor in work of this type: _____

(2) Names and titles of all officers of vendor's firm: _____

(3) List five projects completed as of recent date involving work of similar type and complexity:

Project: _____

Contract Price: _____

Name, address, and telephone number of owner: _____

Name and telephone number of Contact Person: _____

Funded with Federal Funds: Yes: ___ No: ___

Project: _____

Contract Price: _____

Name, address, and telephone number of owner: _____

Name and telephone number of Contact Person: _____

Funded with Federal Funds: Yes:____ No:____

Project: _____

Contract Price: _____

Name, address, and telephone number of owner: _____

Name and telephone number of Contact Person: _____

Funded with Federal Funds: Yes:____ No:____

Project: _____

Contract Price: _____

Name, address, and telephone number of owner: _____

Name and telephone number of Contact Person: _____

Funded with Federal Funds: Yes:____ No:____

Project: _____

Contract Price: _____

Name, address, and telephone number of owner: _____

Name and telephone number of Contact Person: _____

Funded with Federal Funds: Yes:____ No:____

FORM CD-512 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement, or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required state- ment shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

ATTACHMENT E

ATTACHMENT F

**CONTRACTOR’S CERTIFICATE
REGARDING WORKERS’ COMPENSATION**

Visit Anaheim Online Travel Agency Campaigns RFP

Description of Contract:

Labor Code Section 3700 Provides (in part):

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____, 20__

_____ (Contractor)

By _____

_____ (Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)

Note: Attach Corporate Seal and Notary Form
(For reference only – actual certificate in separate document)

Visit Anaheim Online Travel Agency Campaigns RFP

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this "Agreement") dated as of the _____ day of _____ 2023 is made by and between Anaheim/Orange County Visitor & Convention Bureau, dba:Visit Anaheim ("Company") located at 2099 S. State College Blvd., Suite 600, Anaheim, CA 92806 and _____, located at _____ as a "Party" and collectively as the "Parties."

WHEREAS, Visit Anaheim and _____ wish to have a working relationship which each Party may be exposed to important business and/or technical information, which is the property of the other Party. Much of this information is the result of substantial expenditures of time, money and technical expertise by both Parties and is considered confidential by the Party that owns it.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and the mutual disclosure of confidential to each other, the Parties, for themselves, their subsidiaries and their affiliates, agree as follows:

1. Confidential Information

(a) The term "**Confidential Information**" as used in this Agreement means information disclosed by the disclosing party ("**Disclosing Party**") to the receiving party (the "**Receiving Party**") prior to or after the date hereof which is non-public, proprietary and/or confidential in nature, whether provided in writing, orally, visually, electronically or by other means. Confidential Information will similarly include confidential or other proprietary information the Disclosing Party has obtained from a third party and discloses to the Receiving Party. Confidential Information also includes, but is not limited to: (i) "Trade Secrets" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or is otherwise a trade secret as defined by law; (ii) know-how, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; and (iii) the existence of this Agreement, the fact that the Receiving Party has received any information under this Agreement, and that any investigations, discussions or negotiations are taking, or have taken, place between the parties. Confidential Information disclosed to the Receiving Party by any Disclosing Party subsidiary, affiliate and/or agents are covered by this Agreement.

(b) The term "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's or its Representatives' (as defined below) breach of any obligation owed to the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party or its

Representatives without violating any of their obligations under this Agreement and without access to or use of the Disclosing Party's Confidential Information.

2. **Obligations.** Subject to the exception stated in Section 3 below:

(a) Visit Anaheim and _____ shall each keep in confidence and shall cause their respective Representatives (as defined below) to keep in confidence, all Confidential Information disclosed to either of them by the other and shall use such Confidential Information only for the mutually agreed upon objectives of the discussions between the parties.

(b) The Receiving Party shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party, and in any event not less than the same precautions used by the Receiving Party to protect its own confidential information. Dissemination of Confidential Information shall be limited to the directors, officers, employees, advisors (including legal, accounting and financial advisors), agents, consultants and independent contractors of the Receiving Party (collectively, the "**Representatives**"), whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the information and to restrict the use of the information solely to the use granted under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(c) All Confidential Information, including, but not limited to, all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the Disclosing Party to the Receiving Party shall remain the sole and exclusive property of the Disclosing Party.

(d) The Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to use or disclose any portion of the Confidential Information without authorization from the Disclosing Party and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(e) At the Disclosing Party's request, the Receiving Party shall return (or, at the Disclosing Party's option, destroy) all originals, copies, reproductions and summaries of Confidential Information in the possession of the Receiving Party or its Representatives, and shall destroy all copies of any analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives for the Receiving Party's use containing or reflecting any Confidential Information, and such destruction shall be certified in writing to the Disclosing Party.

3. **Exception.** The obligations of confidentiality imposed by this Agreement do not apply to the extent any Confidential Information, based on the advice of legal counsel, is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order, provided that the Receiving Party receiving such legal demand or order promptly shall inform the Disclosing Party thereof and cooperate with the Disclosing Party in contesting such request or order and in obtaining appropriate protection orders, subject to the payment by the Disclosing Party of all out-of-pocket expenses incurred by the party providing such cooperation at the request of the Disclosing Party.

4. **Term.** For a period of one (1) year from the date of disclosure ("**Term**"), the Receiving Party shall keep all Confidential Information in strict confidence and shall not disclose any Confidential Information or any documents, studies, reports, or information derived therefrom to any person, firm or corporation, except as set forth in Section 3 above. However, with respect to Confidential Information that constitutes a Trade Secret, the

restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret. Recipient shall use all necessary and reasonable precautions to avoid disclosure of such Confidential Information and shall use the Confidential Information only for the purpose described above.

5. **Right to Disclose.** Each Party warrants that it has the right to disclose all Confidential Information which it has disclosed or may hereafter disclose to the other Party pursuant to this Agreement. Each Party agrees to indemnify and hold harmless the other from and against all claims which may be brought by a third party related to the disclosing Party's wrongful disclosure of such third party's information. Notwithstanding the above, neither Party shall be liable for indirect, incidental, consequential or punitive damages of any kind arising in connection with this Agreement. No Party makes any other representation or warranty, express or implied, with respect to any Confidential Information, or the completeness or accuracy thereof, provided the Party acts in good faith in supplying the Confidential Information. Notwithstanding anything contained herein, the Parties are under no obligation to disclose to each other any information of any kind whatsoever.

6. **Disclosure.** All media releases and public announcements or disclosures by any Party relating to the purpose of this Agreement shall be coordinated with and consented to by the other Party in writing prior to the release thereof.

7. **No Licenses or Other Obligations.** By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied rights or licenses to the Receiving Party with respect to any patents, copyrights, trademarks, trade secrets or other proprietary rights of the Disclosing Party. Nothing in this Agreement shall obligate either party to disclose any information to the other Party. Nothing in this Agreement shall obligate either Party to enter into a business relationship or to consummate a transaction with the other Party. Each Party shall bear its own costs and expenses in connection with the activities contemplated by this Agreement.

8. **Relief.** Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other Party, including, without limitation, the actual or threatened disclosure of a Disclosing Party's Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party may suffer an irreparable injury, such that no remedy at law shall afford it adequate protection against, or appropriate compensation for such injury. Accordingly, each Party hereby agrees that the other Party shall be entitled to seek, without waiving any other rights or remedies and without the posting of any bond, specific performance of the Receiving Party's obligations as well as such other injunctive relief as may be granted by a court of competent jurisdiction.

9. **General.**

(a) This Agreement shall be governed and construed under the laws of the State of California without regard to the choice of law provisions thereof. If any individual term or provision of this Agreement is contrary to or in conflict with any requirement of applicable law, then that term or provision shall be severed here from and the remainder of this Agreement shall be binding on the Parties.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any right, power or privilege hereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may not be amended except in writing and signed by an authorized representative of each Party and shall be binding upon all employees and agents of each Party as provided herein.

(c) This Agreement shall inure to the benefit of and be binding upon the Parties' respective permitted assigns, transferees and successors of the Parties and such companies; provided, however, that this Agreement shall not be assigned by either Party without the other Party's prior written consent and in no event shall either Party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date stated above.

Anaheim/Orange County Visitor & Convention Bureau

By: dba: Visit Anaheim

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____