



**FLORIDA TOURISM INDUSTRY MARKETING CORPORATION  
d/b/a VISIT FLORIDA®**

**Request For Proposals  
Organic Social Media Management and Production**

**Issue Date: July 7, 2025**

## Table of Contents

1.0 Overview	2
2.0 Scope of work	3
3.0 Schedule and Process	7
4.0 Proposal Format	8
5.0 Questions to VISIT FLORIDA	12
6.0 Evaluation Criteria:	12
7.0 Background information:	12
8.0 VISIT FLORIDA Standard Terms and conditions	14
9.0 RFP Terms and Conditions	16

### 1.0 Overview

VISIT FLORIDA is looking to establish a new agency relationship to fulfill the needs outlined in this Request for Proposals (RFP) for organic social media strategy, content development, channel management and engagement. VISIT FLORIDA is looking for an agency partner that will:

- Work in conjunction with VISIT FLORIDA and VISIT FLORIDA's existing roster of agencies
- Ensure marketing efforts are effective and relevant to maintaining and growing visitation to Florida
- Extend our brands (VISIT FLORIDA and LoveFL) through social media channels providing a social specific strategy, ongoing organic postings and increasing organic engagements/conversations, social listening and measurement
- Maximize and increase affinity for consumer engagement with the VISIT FLORIDA / Florida Tourism Brand and resident brand (LoveFL)
- Manage organic social media across VISIT FLORIDA channels. Currently VISIT FLORIDA has accounts on:
  - VISIT FLORIDA: Facebook, Instagram, Pinterest, X, YouTube Shorts
  - LoveFL: Facebook, Instagram
  - Note: VISIT FLORIDA does not currently have any intention to engage on TikTok
- Work with VISIT FLORIDA tourism industry partners (to support current partner benefits, engage socially and through content creation)
- Provide strategic consulting and communication support during a crisis situations
- Develop effective strategies and provide strategic recommendations to ensure Florida remains a top travel destination and support effort to achieve VISIT FLORIDA's core objectives

To be considered, agencies must have key VISIT FLORIDA account staff in the State of Florida.

In the event that negotiations fail to result in a binding contract, VISIT FLORIDA retains the right to re-open negotiations with other proposer(s) until a mutually beneficial relationship is secured. VISIT FLORIDA reserves the right to partially award the RFP to more than one agency. The RFP process shall consist of two (2) phases. Phase One consists of agencies submitting written proposals in response to this RFP. Phase Two will consist of more detailed presentations by selected agencies. The resulting relationship is expected to last five (5) years, but the contract will be reviewed and renewed on an annual basis. The actual budget for each fiscal year will be determined based on VISIT FLORIDA's funding allocation, priorities, and marketing strategies.

## **2.0 Scope of work**

The selected agency will become part of VISIT FLORIDA's agency team and will be expected to collaborate and support the work of other agencies and VISIT FLORIDA teams to achieve strategic goals. The anticipated base scope of work will include the following:

- Social Content Briefing, Concepting, Asset Creation & Scheduling
  - Monthly creative concepting and content briefing for both VISIT FLORIDA and LoveFL brand accounts. Assume one to two rounds of client review and feedback for an established relationship.
  - Creative asset development including content sourcing, music selection, and editorial services such as content planning, copywriting, fact checking, proofreading and editing of materials.
  - Monthly asset creation for posting across platforms. Content must maintain 50% original content. Original content is defined as either produced by the agency (social-first footage captured and edited by the agency specifically for our channels) or created using existing VISIT FLORIDA photography and video assets. UGC can include content

sourced through our partner submission process and through VISIT FLORIDA's third-party platform Crowdriff account.

- For VISIT FLORIDA
  - 4x per week FB In-Feed and/or Reel posts
  - 5x per week IG In-Feed and/or Reel posts
  - 3x per week IG Stories + reposts when applicable
  - 2x per week X posts
  - 1 - 2x per week Pinterest posts
  - YouTube \*cross-post testing with two top performing reels from our IG page per month
- For LoveFL:
  - 3x per week FB In-Feed and/or Reel posts
  - 3x - 4x per week IG In-Feed and/or Reel posts
  - 2x - 3x per week IG Stories + reposts when applicable
- The agency will schedule monthly content in VISIT FLORIDA's HeyOrca social publishing platform. The VISIT FLORIDA team will provide a final review in HeyOrca! and approve to publish. (Note: VISIT FLORIDA is open to fine tuning the creative review and approval process, but the ideal agency works within the HeyOrca systems for the creative review and approval process.) The agency should assume two rounds of review and revision from the presentation of the initial post to final approval.
- Real-Time Moments - Agency will identify applicable real-time moments trending on social media and suggest content ideas for either the VISIT FLORIDA or LoveFL accounts (up to three (3) per quarter)
- Social Media Community Management: listening, engagement, community building, and insight development.
  - Monitor overall brand and Florida travel sentiment in social conversations, identifying trends or flagging any concerns for VISIT FLORIDA.
  - Listening and engaging with key target audiences across social media platforms. Estimate:
    - For VISIT FLORIDA, at least ten (10) hours weekly of community management for VISIT FLORIDA across key channels, Facebook, Instagram, X and YouTube Shorts.
    - For LoveFL, at least 5-8 hours of community management for LoveFL on Facebook and Instagram.
    - Assumes at least three (3) monitoring checks daily Mon-Fri 9-6PM EST and at least one (1) monitoring check daily Saturday-Sunday.
  - Identify and manage user generated content (UGC) approval requests via VISIT FLORIDA's third-party platform, CrowdRiff.

- Includes quarterly audit and updates to the VISIT FLORIDA Response Guidelines.
- Proactively identify brands and / or accounts to engage with on social media that would support the VISIT FLORIDA or LoveFL strategies and build our online presence.
- Content creator management and engagement
  - VISIT FLORIDA:
    - Collaborate with internal VISIT FLORIDA teams and public relations agencies to monitor in-market creators we have partnerships with. Engage with the creator's content when posted. This includes accepting collaboration requests, commenting on posts, liking posts and sometimes sharing to VISIT FLORIDA's story (type of engagement to be determined by the Public Relations team and/or agency and approved by the VISIT FLORIDA Social Media Manager). Assume about 10-15 creators per year - timing fluctuates.
  - LoveFL:
    - Collaborate with internal VISIT FLORIDA teams and public relations agency to proactively identify and engage with brand-appropriate content creators whose values and audiences align with LoveFL's brand.
    - Develop and maintain positive, ongoing relationships with selected creators and act as the main point of coordination.
    - Oversee the creative collaboration process, providing detailed briefs, brand guidelines, and feedback to creators to ensure content meets expectations.
    - Actively monitor for potential reputational risks or non-compliance, coordinating brand responses and issue resolution as needed.
- Social Media Monitoring and Monthly Reporting
  - On a monthly basis the agency will deliver a comprehensive report outlining the previous month's performance, assessment against annual goals and recommendations for optimization across all channels and platforms. The current report includes monthly recaps of metrics, key learnings, partner submission insights, community management highlights, collaboration with our paid social media agency to report on progress towards annual goals, and bi-annual performance reports.

- Social Media Strategy
  - Maintain social media strategy for each brand while offering insights and recommendations as the social media landscape evolves.
  - Lead bi-annual evaluation of social strategy and update accordingly in conjunction with VISIT FLORIDA and VISIT FLORIDA's paid social media agency.
- Crisis management and response.
  - Plan for comms framework (strategy) and templates (creative) to leverage during a crisis. Incremental estimates can be scoped out for building out all assets, stemming from approved plan(s), once we have a crisis.
- Account Management and Administration Services
  - Provide necessary staff to complete tasks and services outlined in the final scope of work.
  - Transmit to VISIT FLORIDA an itemized monthly invoice for all fees and expenses billed for the prior month, with supporting documentation, no later than the 3rd (third) of each month. As well as an itemized monthly report for any expenses incurred within that month that has yet to be billed to VISIT FLORIDA (accruals).
  - Participate in regular status with VISIT FLORIDA, at the direction of VISIT FLORIDA. Status calls should include updates on projects, tasks, services and budget updates for all projects, and any material updates relating to the final agreement.
  - Participate in Integrated Agency Team meetings:
    - Monthly content planning meetings - presents trends and potential topics to cover in our next monthly content calendar while identifying current assets and or asset needs.
    - Monthly Integrated Agency Teams - share updates on current and upcoming projects in order to ensure transparency and collaboration across all agencies and teams.
    - Quarterly Editorial Share out meetings - VISIT FLORIDA Content team shares new content available for use followed by a discussion with all teams for future content needs.
    - Partner submissions - participate in bi-weekly meetings to review content submitted by partners for our content calendar. Provide insights and direction on the posts we should include in our content calendar and feedback to help partners improve their submissions in the future.
  - Attend yearly annual planning meeting at VISIT FLORIDA's Tallahassee headquarters, as well as the Florida Governor's Conference on Tourism

### 3.0 Schedule and Process

#### Schedule

Activity	Dates
RFP Announced	July 7, 2025
Deadline for Questions to be Submitted	July 10
Deadline for Response to Questions	July 11
Proposals Due	August 7
Evaluation by VISIT FLORIDA	August 26
Presentations / Negotiations	Week of Sept 8
Agency Selection Notification	End of September 2025

Proposals must be submitted no later than close of business (5 PM EST) on the date specified in the schedule above. Proposals submitted after that deadline may be rejected and not considered. All proposals should be submitted electronically via Box. [Click here to upload.](#)

Please note, agencies submitting confidential information which is exempt from Florida's Public Records Act should mark the information confidential at the time of submission and should submit two copies, a clean copy and a copy with the confidential information redacted (for more information, please review the section on confidentiality and public records at the end of this document).

VISIT FLORIDA will notify each agency that their proposal has been received via email within two business days. Please be sure to include an email address with your proposal and identify the name of your agency in the comment box.

VISIT FLORIDA will evaluate written proposals. VISIT FLORIDA's procurement officer may contact vendors during this period to obtain further clarification to assist with the initial evaluation. Vendors which were not selected to proceed to the presentation / negotiation phase will be notified at that stage.

The proposed account team lead must attend presentations. VISIT FLORIDA will provide preparation instructions and presentation agenda ahead of the presentation. Agencies may be asked to complete an exercise or sample assignment in advance of the presentation.

VISIT FLORIDA will conduct final negotiations with one or more vendors, select one or more vendors for an award, and execute a contract.

#### **4.0 Proposal Format**

To ensure timely and fair consideration of your response, respondents are being asked to adhere to a specific response format, which is described in the following table.

Proposals should be submitted as a PDF file and be no more than 15 pages, excluding samples of work requested. VISIT FLORIDA may ask clarification questions and request additional information from respondents. Respondents should read each section carefully and ensure that proposals contain all requested information

	Proposal Section	Content
1.	Authorization letter and signature	Include a letter signed by an authorized agency representative with authority to negotiate on behalf of the agency. The letter should include services the agency is bidding on a statement of acceptance of VISIT FLORIDA's standard terms and conditions or proposed alternative terms and a high level summary of the most important aspects of your proposal including a short explanation as to your qualifications. (Please note that many of the terms contained in VISIT FLORIDA's standard terms and conditions are either non-negotiable or are required by special provisions of Florida law that apply to VISIT FLORIDA. Requiring changes to the terms may therefore place a proposal at a disadvantage.
2.	Table of contents	
3.	Agency Overview	See 4.1



4.	Client Services	See 4.2
5.	Pricing	Provide detailed pricing for services outlined in this RFP. Pricing must be fully comprehensive and complete. Explain how you approach the pricing structure (hourly, milestones, retainer or another model). Supporting information and back up detail should be included as appropriate. Additionally there may be ad hoc needs that arise.

#### 4.1 Agency Overview

- A. Provide company legal name, parent company, and ownership structure, mailing address, address, main phone number, and email address.
- B. Provide primary contact and individual(s) authorized to negotiate if different.
- C. Total employees and number of employees in Florida – whose primary function is A) Strategic Planning; B) Social Media; C) Creative Development and Execution.
- D. Provide proposed VISIT FLORIDA team staff biographies and their primary working locations.
- E. Provide a brief background on your company. Include information that makes your business qualified for this RFP. Provide specific examples of any similar products.
- F. Provide at least three (3) clients for which you provide social media services. List the services, term and provide links to the channel accounts managed.
  - a. Provide at least one (1) mature brand client and demonstrate how the agency grew or expanded impact for the brand.
  - b. Provide at least one (1) client and demonstrate how the agency grew their community.
- G. Provide contact information for at least two current clients and two former clients that VISIT FLORIDA can contact. If possible, please include travel industry or destination marketing clients as references. For each reference, please indicate the following:
  - a. Contact Name and Title;
  - b. Contact Vendor Name;
  - c. Contact Phone Number and Email Address;
  - d. Industry of Client;
  - e. Service Description;
  - f. Length of Relationship; and
  - g. Brief explanation regarding the end of the business relationship, if applicable.
- H. List any existing clients that could be considered a conflict of interest to VISIT FLORIDA. List all destination marketing and tourism industry clients, and

any other clients that may compete with VISIT FLORIDA. Please include any conflict mitigation strategies in place. A potential conflict will not disqualify a respondent, however, VISIT FLORIDA may exclude a proposal from consideration at any point in the review or negotiation process should the conflict(s) of interest be deemed unacceptable.

- I. Indicate whether you have experience working with tourism clients and provide examples.
  - a. If applicable, indicate the number of years and nature of your experience in the tourism industry and include any specific knowledge of Florida tourism and familiarity with Florida travel destinations.
- J. Describe your ability to provide services to VISIT FLORIDA during a crisis.
- K. Describe your familiarity with the following software solutions.
  - a. Google (gMail, dos, sheet, slides), HeyOrca!, Box, CrowdRiff, Salesforce
- L. Proposals must provide evidence of financial stability. The agency must document sufficient financial resources to perform all services outlined in this RFP. Audited or reviewed financial statements are required for the three most recent years of operations. Please also provide the Agency's Dunn & Bradstreet number so that a report can be requested by VISIT FLORIDA.

#### 4.2 Client Services

- A. Describe your process for onboarding to a new Client and more specifically a social brand.
- B. Describe your process, including timing, for developing a posting guide and executing it across various social channels. If applicable, include experience collaborating with brand, PR, paid media and SEO/website teams / agencies.
- C. How do you support social channels in a crisis situation?
- D. What tools do you currently use to support social channels?
  - a. Social strategy development
  - b. Editorial / posting guide development
  - c. Performance monitoring
  - d. Community engagement
  - e. Trend spotting
- E. Provide an excerpt from a final deliverable of a social strategy document that clearly demonstrates how the brand should be communicated across various social platforms, a competitive landscape and if a channel strategy should change. (The client's name, website can be removed)
- F. Outline your project communication structure. If your account staff is separate from your project team or the experts who will work on this account, please detail how these teams work together and with the client and, if applicable, the client's additional agencies.

- G. Provide samples of special project tools developed for or with a client, developed under the direction of the current management team. (ex. Collaborative project management software or any other tools the agency would like to share.)
- H. Describe your experience or comfort level in communication on behalf of VISIT FLORIDA with our Partner base. This could include services to coordinate collecting assets for a VISIT FLORIDA / Florida Tourism brand or LoveFL lead program including final production of the asset, or social collaboration postings
- I. Indicate how the Agency will provide creative services and production associated with creative development and executions to support the social strategies and ongoing account postings Be sure to include a list or link to services provided in-house, what percentage is/will be outsourced and/or subcontracted to other companies or freelance agents including a list or link to services and indicate where these companies/individuals are located.
- J. If applicable, how do you manage subcontractors so that the client is able to easily convey its strategy, goals and objectives and answer questions from the people working on the account?
- K. Provide an example to demonstrate the agency's success in content creator efforts. Include details such as the agency's decision making process, vetting procedure, budget levels and campaign results.
- L. Provide samples of creative product resulting from work performed under the direction of the current/suggested creative director. Please indicate if this was from the current agency or at a previous agency. If possible, provide an example of the following with additional context to portray the situation and results:
  - a. A prime time moment
  - b. Social creative that was an extension of a brand message / campaign
  - c. Crisis response
- M. Demonstrate your strategic thinking by providing a brief assessment of our accounts along with 2-5 strategic recommendations illustrating how your team would improve organic performance and relevance. This should be no more than two (2) pages and should address the following:
  - Expanding engagement beyond our own posts and increasing the relevance of our content beyond the tourism space.

No speculative creative work on VISIT FLORIDA's behalf will be considered in the evaluation process. Samples of the agency's creative portfolio can be supplied and will be evaluated as a measure of capabilities and quality. Samples that connect the agency's executions to measurable results or impact are desirable. Only work done under the agency's current team may be submitted.

## **5.0 Questions to VISIT FLORIDA**

Interested parties may submit written questions up until 5PM EST of the deadline noted in the schedule. Please submit all questions to [jmcgath@visitflorida.org](mailto:jmcgath@visitflorida.org). Please include “Organic Social Services RFP” in the subject line and be as clear and specific as possible when wording the question. Additionally, please be sure to include contact information – Company Name, Name, Title, Telephone, and E-mail address. VISIT FLORIDA may contact the agency to ensure clarity in VISIT FLORIDA’s response based on the question.

VISIT FLORIDA will respond to questions received by the deadline listed in the schedule and will post a copy of each question and response at [THIS LINK](#).

The question and answer process is “blind.” The identity of the person and/or agency submitting a question will be kept confidential while the RFP is ongoing (even from VISIT FLORIDA team members) and will be known only to VISIT FLORIDA’s Procurement Officer who will work with the VISIT FLORIDA team to gather information and post answers.

## **6.0 Evaluation Criteria:**

Written proposals will be evaluated and assigned weighted scores with the following criteria in mind:

- Agency Overview and Capabilities - 20%
- Alignment with VISIT FLORIDA - 20%
- Client Services - 25%
- Strategy and Creative Services - 25%
- Pricing Information 10%

## **7.0 Background information:**

### **VISIT FLORIDA Overview**

VISIT FLORIDA is the State of Florida’s official destination marketing organization, driving tourism through a public-private partnership that matches public funding dollar-for-dollar. Partnering with thousands of businesses across the state, it serves in a leading role within Florida’s tourism ecosystem, protecting and promoting Florida’s \$142 billion vacation brand through global marketing, public relations, and travel trade efforts.

Additionally, VISIT FLORIDA provides critical statewide support after hurricanes and other crises, helps destinations attract conferences and conventions, and operates Florida's official welcome centers.

VISIT FLORIDA helped attract a record-breaking 142.9 million visitors in 2024, and secured #1 domestic (14.8%) and #2 international (25.2%) market share in 2023. All that visitation generated \$127.7 billion in economic impact and supported 2.1 million Florida jobs in 2023, making tourism a key economic engine benefiting Florida families.

The Florida Legislature's independent Office of Economic and Demographic Research calculates VISIT FLORIDA's ROI as delivering \$3.3 in return to the state for every public dollar invested, making VISIT FLORIDA one of the best performing economic development programs in state history.

To review our Marketing Plan, please [click here](#).

To review our Strategic Plan, please [click here](#).

To view our consumer website, please [click here](#).

To view our business to business website, please [click here](#).

VISIT FLORIDA priorities include:

- Keeping Florida top of mind among target audiences;
- Protecting and growing visitor volume to Florida;
- Increasing Florida's overall market shares from key markets, both domestic and international;
- Extending visitor length of stay and increasing visitor spend;
- Keeping travel within reach, increasing visit frequency and visitor retention;
- Increasing travel to emerging Florida destinations;
- Growing brand awareness and engagement; and
- Promoting Florida tourism industry alignment

VISIT FLORIDA agency roster

- Domestic Hispanic Agency - The Rodriguez Group
- Domestic PR Agency - Citizen
- Domestic Travel Trade - DCI
- Latin American Agency - The Rodriguez Group
- Paid Media Agency - Miles Partnership
- Paid Social Media Agency - Augeo Brand Networks
- Paid Search Agency - BCM

#### About VISIT FLORIDA Social Media

VISIT FLORIDA uses social media to create an irresistible, almost gravitational pull toward America's #1 Vacation Destination online. Our goal is to keep our audience in a perpetual sun-kissed state of mind by providing content to help them get inspired, plan their next trip, and reminisce about their favorite memories and ultimately lead them to book another trip back to their favorite vacation destination.

#### About LoveFL

The LoveFL is a social first community brand that cultivates, celebrates and connects Florida residents as a vast statewide community that embraces the Florida lifestyle. LoveFL has three objectives: foster Florida pride at scale, drive instate travel and exploration and remind our community why tourism is important to our state.

### **8.0 VISIT FLORIDA Standard Terms and conditions**

1. Public Records. VISIT FLORIDA adheres to Chapter 119, Florida Statutes ("F.S."), and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. Any information of any type provided to VISIT FLORIDA intended to be kept confidential must be marked as confidential at the time of delivery and must specify the appropriate Florida law allowing such information to be kept confidential or exempt under the Florida public records laws. In the event of a dispute concerning the disclosure of a document in VISIT FLORIDA's possession that Contractor asserts is confidential under Florida law, Contractor shall be responsible for taking the appropriate legal action and agrees to fully defend, hold harmless and indemnify VISIT FLORIDA in connection with any legal proceeding and/or disclosure. As required by Florida law, VISIT FLORIDA shall post this Agreement, which may include all attachments and exhibits hereto, in its entirety on its website for public viewing. All communications, expenditure information, and any other information concerning this Agreement provided to VISIT FLORIDA may be made public at any point in time unless otherwise made confidential by Florida law. Contractor shall notify VISIT FLORIDA if it receives any request for records related to this Agreement directly.
2. Contract Eligibility. VISIT FLORIDA's funding agreement with the State of Florida places limitations on its ability to subcontract with certain vendors. Therefore, Contractor affirms that it is not (1) listed on Florida's scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on Florida's Scrutinized Companies with Activities in Sudan List or Florida's scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., (4) engaged

in business operations in Cuba, Syria, or Venezuela, (5) listed on Florida's Discriminatory Vendor List created pursuant to s. 287.134, F.S., or (6) listed on the State of Florida's convicted vendor list established pursuant to s. 287.133. Contractor agrees that should any of the above affirmations become false during the term of the Agreement that VISIT FLORIDA may terminate the Agreement immediately. Contractor agrees to provide VISIT FLORIDA with written notice immediately should any of the above affirmations become false during the term of the Agreement. Contractor shall insert a provision in accordance with this paragraph in any subcontract for services under the Agreement.

3. Non-Discrimination. Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.
4. Compliance with Laws. Vendor agrees to comply with all applicable national, state, and local laws in the performance of its obligations pursuant to this Agreement.
5. E-Verify. VISIT FLORIDA is required by law to include in all of its contracts the requirement that all contractors performing work or providing services to VISIT FLORIDA register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractor to work in the United States during the term of the subcontract. Contractor will use the E-Verify system to verify that all new employees it hires to work in the United States are lawfully authorized to work in the United States. Contractor attests that it does not employ, contract, or subcontract with any individual or individuals to do work in the United States of America who are unauthorized to perform work in the United States of America. As required by Florida law governing VISIT FLORIDA contracts, Contractor shall secure an affidavit from any subcontractor under this Agreement stating that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien and shall maintain a copy of the affidavit for the duration of the contract.
6. Indemnification, Limitation of Liability, and Insurance. Each party shall indemnify, defend and hold harmless the other party and its directors, officers, employees, and agents from all claims, suits, judgments or damages, including interest and attorney fees and costs, arising from or relating to this Agreement. In all instances, each party shall be responsible for any injury, property damage, or other legal wrongdoing resulting from any activities conducted by that party and its directors, officers, employees, and agents. In no event will either Party be liable to the other for any damages, whether indirect, special, punitive, incidental, consequential, or otherwise, any lost profits, or any lost revenues. Contractor shall maintain at its own cost, during the period of this Agreement, liability



insurance of at least one million dollars (\$1,000,000) in policy amounts covering claims or suits arising out of Contractor's services, and shall furnish to VISIT FLORIDA evidence of this insurance via electronic mail service to [contractsteam@visitflorida.org](mailto:contractsteam@visitflorida.org) promptly upon execution of this Agreement

7. Contingent Liability. VISIT FLORIDA receives its funding, including the funds necessary to support this Agreement, from the State of Florida through a contract with the Florida Department of Commerce. The terms of that contract state that the "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature." Furthermore, the terms of that contract state that "In the event of a State revenue shortfall in any state fiscal year, the total funding may be reduced accordingly for the corresponding state fiscal year." Therefore, and notwithstanding any other terms herein, including termination, VISIT FLORIDA may terminate this Agreement immediately upon notice to Contractor in the event that the State's annual appropriation is eliminated or reduced through either an act of the Legislature or a revenue shortfall, or in the event that the Florida Department of Commerce notifies VISIT FLORIDA that projected a revenue shortfall is likely to affect its funding during the Term of this Agreement. VISIT FLORIDA's failure to terminate this contract immediately in the event that such a circumstance occurs does not limit its right to terminate this Agreement at a later time during the Term. Upon such notice, VISIT FLORIDA will have no further liability to the Contractor beyond that already incurred by the date of such notice. If, at the time of VISIT FLORIDA's notice pursuant to this section, services have been subcontracted but not yet paid for, Contractor shall make every reasonable effort to mitigate costs.

## **9.0 RFP Terms and Conditions**

VISIT FLORIDA may adjust the specifications of this RFP throughout the process. This RFP does not constitute an offer by VISIT FLORIDA to contract, but rather represents a definition of the specific services being sought and invites agencies to submit proposals. Issuance of this RFP, the agencies' preparation and submission of proposals and the subsequent receipt and evaluation of any such proposals by VISIT FLORIDA does not commit VISIT FLORIDA to award a contract to any agency. Agencies, by submitting a proposal, agree that any cost incurred by it in responding to this RFP or participating in the RFP process, is to be borne solely by the agency. The issuance of this document and the receipt of information in response to this RFP will not in any way cause VISIT FLORIDA to incur liability or obligation to respondents, financial or otherwise, and VISIT FLORIDA will not reimburse or in any way compensate respondents for expenses incurred in connection with their response to this RFP.



VISIT FLORIDA shall incur no obligations or liability whatsoever to anyone by reason of the issuance of this RFP or the actions of anyone relative thereto. Only the execution of a written agreement with an agency related to one or more services described herein will obligate VISIT FLORIDA and then only in accordance with the terms and conditions contained in such agreement. Respondents understand and agree that submission of a proposal and/or participation in the RFP does not create a contractual relationship between any Respondent and VISIT FLORIDA.

Proposals, and any subsequent material submitted, will be considered complete and binding offers by the proposing agencies to contract for a period ending on the earlier of ninety (90) calendar days from their submission and the date the contract(s) is executed with the selected agency relating to the services covered by this RFP. No action or communication of VISIT FLORIDA other than the execution of a written contract shall constitute acceptance of such offer, and even then shall legally obligate VISIT FLORIDA only in accordance with the terms and conditions contained in the written contract.

VISIT FLORIDA reserves the right to enter into discussions and/or negotiations with more than one agency at the same time. VISIT FLORIDA may contract with one or more agencies at the same time, with no agencies, or with any party who did not submit a proposal, should it determine that such actions are in its best interest. VISIT FLORIDA reserves the right to reject any or all proposals in response to this RFP, waive any informality or irregularity in any proposal received and to award a contract to the agency or agencies of its choosing without explanation. VISIT FLORIDA will notify unsuccessful participants upon execution of the contract(s) awarded as a result of this RFP.

Interested respondents must direct any and all communications relating to this RFP to:

Justin McGath, Manager, Contracts and Procurement

[jmcgath@visitflorida.org](mailto:jmcgath@visitflorida.org)

Subject Line: VISIT FLORIDA Organic Social Services RFP

Mr. McGath is the sole contact for agencies. All other VISIT FLORIDA team members, including evaluators, are prohibited from discussing the RFP with agencies outside of the scheduled process.

Proposals must state that the agency will agree to execute a contract containing VISIT FLORIDA's standard terms and conditions which have been published alongside this RFP ([and may be reviewed here](#)), or include a mark-up of those terms with specific language changes that the agency would require in order to execute a contract. All proposed changes should include explanations of why they are necessary. Many of the

terms contained in VISIT FLORIDA's standard terms and conditions are either non-negotiable or are required by special provisions of Florida law that apply to VISIT FLORIDA. Requiring changes to the published terms may therefore place a proposal at a significant disadvantage.

**Confidentiality and Public Records:** VISIT FLORIDA is subject to Chapter 119, Florida Statutes, Florida's Public Records Act. That means all records sent or received by VISIT FLORIDA in connection with its business must be provided to the public upon request unless specifically made confidential or exempt from such requirement by Florida law. This requirement includes materials you submit to VISIT FLORIDA in connection with this RFP. Vendors may mark information submitted to VISIT FLORIDA that qualifies as a trade secret or some other exemption under Florida law as "CONFIDENTIAL." Vendors should only mark information "CONFIDENTIAL" if they believe that it satisfies a specific legal exemption to Florida's Public Records Act and should state the specific legal exemption relied upon. Vendors should ensure that confidential information is appropriately marked at the time it is initially delivered to VISIT FLORIDA, as failure to do so may destroy the confidential nature of the information. Vendors submitting proposals containing confidential information should submit two versions, a clean version for VISIT FLORIDA review and a version with all the confidential information redacted. Should VISIT FLORIDA receive a public records request once the RFP has concluded and VISIT FLORIDA has issued an award, it will provide the redacted version and notify the vendor (note: VISIT FLORIDA will not disclose RFP materials while the RFP is ongoing). Should the requester dispute the applicability of the asserted public records exemption, VISIT FLORIDA will notify the vendor which then must take the appropriate course of legal action if it wishes to continue to assert the claimed exemption. For more information on Florida public records laws generally, see the "Sunshine Manual" here: ([www.myfloridalegal.com/sun.nsf/sunmanual](http://www.myfloridalegal.com/sun.nsf/sunmanual)). Finally, please note that the final contract terms awarded to the winning vendor or vendors will be a public record and will be posted on the VISITFLORIDA.org website as required by law and VISIT FLORIDA's standard contract terms (which must be agreed to upon submission of a proposal).