

**FLORIDA TOURISM INDUSTRY MARKETING
CORPORATION**

Doing Business as VISIT FLORIDA

Request for Qualifications:

Freelance Story Writing, Photography, and Videography

Issue date: April 17, 2017

1.0 RFQ Overview

The objective of this Request for Qualifications (RFQ) is to solicit qualifications from freelance content providers capable of providing VISIT FLORIDA story writing, photography, and videography content that inspires people to travel to Florida.

This RFQ is ongoing in nature. Any interested content provider may submit qualifications to VISIT FLORIDA in the manner described herein. VISIT FLORIDA will use this process to pre-qualify content providers for consideration in the assignment of future work. This process does not guarantee any content provider an assignment, however, pre-qualified content providers will be the only content providers considered by VISIT FLORIDA for future work within the scope of this document.

VISIT FLORIDA will make assignments available through purchase orders which will incorporate the VISIT FLORIDA's standard terms and conditions for freelance work. VISIT FLORIDA may, from time to time, request quotes from multiple pre-qualified content providers for the purpose of buying content at rates below the rates described in section 4. Approved content providers will also be eligible to pitch story ideas to VISIT FLORIDA.

Freelance content providers submitting qualifications in response to this RFQ will be referred to as "Respondents" throughout this document.

2.0 VISIT FLORIDA Overview

VISIT FLORIDA is the State of Florida's official tourism marketing corporation. VISIT FLORIDA has been repeatedly recognized as one of the leading destination marketing organizations (DMOs) in the United States.

To review our 2015-2016 Annual Report, please click [here](#).

To review our 2016-2017 Marketing Plan, please click [here](#).

To review our 2020 Strategic Plan, please click [here](#).

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

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

For an example of different types of content VISIT FLORIDA has previously obtained from freelance content providers, please see the following:

Stories and Photos

<http://www.visitflorida.com/en-us/cities/florida-keys/the-keys-seven-mile-bridge.html>

<http://www.visitflorida.com/en-us/travel-ideas/scenic-florida-drives.html>

Videos

<https://www.youtube.com/user/visitflorida>

Photography

<https://www.flickr.com/photos/visitflorida>

3.0 VISIT FLORIDA Criteria

VISIT FLORIDA’s pre-qualification decision-making process will be guided by the following criteria:

#	Criteria	Definition
1	Quality	VISIT FLORIDA is looking for the best travel stories. Each Respondent should submit five (5) examples of published work. However, VISIT FLORIDA may waive this requirement for Respondents that have performed at least 5 assignments for VISIT FLORIDA in the past.
2	Professional experience	Respondents should have a minimum of three (3) years’ experience as professional journalist or syndicated social influencer. VISIT FLORIDA will waive this requirement in only limited circumstances, at its sole discretion.
3	Knowledge of Florida tourism industry	Respondents that are familiar with techniques used to market Florida’s tourism industry to consumers are preferred. Respondents are encouraged to highlight prior tourism-industry work, if any.
4	Ethics	VISIT FLORIDA content providers must abide by journalistic and ethical standards. All work must be original or properly attributed to the source material. Respondents must disclose any past violations of this policy or include a statement that no such violations have occurred.
5	Florida-based business	VISIT FLORIDA has a strong preference for Florida-based vendors. Respondents should note where they live and work in their response.

4.0 MAXIMUM COMPENSATION RATES

The following rate schedule is the maximum compensation available under the master contract. Respondents must commit to rates no higher than those listed below. VISIT FLORIDA may, from time to time, request quotes from multiple pre-qualified content providers in an effort to obtain more favorable rates.

Assignment	Compensation
Articles	\$.50/Word
Photography:	
<ul style="list-style-type: none"> • Editorial and Social Use Only • Full Rights in perpetuity 	\$300 minimum of 4 photos \$5,000 per photo
Video	\$2,000 per completed 1-minute video, plus b-roll excerpts and 2 still images
Video talent	\$700 for reporting, voice-over and a 400-word story
Expenses	VISIT FLORIDA will reimburse content providers in accordance with the VISIT FLORIDA Travel Policy Guidelines for Vendors for travel expenses related to the reporting and production of a story. Additional expenses may include transportation rentals (such as helicopters and boats, etc.) and admission fees. All expenses will be itemized and approved in advance by VISIT FLORIDA.

5.0 Response Instructions and Administration

Respondents must submit responses containing the content described in Section 7. VISIT FLORIDA may, from time to time, adjust specifications herein.

The issuance of this document and the receipt of the information in response to this RFQ will not in any way cause VISIT FLORIDA to incur liability or obligation to any respondent, financial or otherwise. VISIT FLORIDA assumes no obligation to reimburse or in any way compensate you for expenses incurred in connection with your response to this RFQ.

6.0 RFQ Timeline

The following schedule provides you with the dates for key events:

Activity	Dates
RFQ Issued	Monday, April 17, 2017
Respondent Questions	Ongoing
VISIT FLORIDA Hosted Webinar	May 31, 2017 (If needed)
Proposals Due	Ongoing
Evaluation and Selection by VISIT FLORIDA	Ongoing

Proposals should be submitted electronically via email to:

Kevin McGeever, Senior Editor
kevin@VISITFLORIDA.org
Subject Line: Freelancer RFQ

VISIT FLORIDA intends to process each response as quickly as possible, but is under no obligation to process any response. Respondents must include an email address with their response.

6.1 Questions from Freelancers

VISIT FLORIDA will accept written questions pertaining to this RFQ. Initial respondents are encouraged to submit questions by the deadline in the timeline above. Questions should be submitted via email to contractsteam@VISITFLORIDA.org. Please include the RFQ section reference, if appropriate, with each question. Questions and answers will be posted for all interested content providers to review. VISIT FLORIDA may not respond to questions submitted after the deadline.

VISIT FLORIDA will post questions and answers at
<https://visitflorida.box.com/s/5uegig2vzm63z4p7inj307z0q2kp4p70>.

7.0 Proposal Format

Respondents should submit responses in the following format:

Proposal Section	Description
1. Resume and Experience	Explain yourself and indicate how long you have been a professional journalist or syndicated social influencer.
2. Work Samples	Five examples (or demonstrated record) of work published by print, broadcast and/or digital media.
3. Knowledge of Florida Tourism	Explain any special qualifications or knowledge you may have unique to VISIT FLORIDA's needs.
4. Equipment	Describe any equipment you may have access to in the performance of VISIT FLORIDA assignments.
5. Location	Where do you live and work.

8.0 Contractual Terms

VISIT FLORIDA's standard terms and conditions are attached. Respondents agree that purchase orders used to make assignments will incorporate the terms and conditions described therein.

Purchase Order

The Florida Tourism Industry Marketing Corporation (hereinafter “VISIT FLORIDA”) hereby engages [redacted] (“Contractor”) to produce the work described herein in accordance with the specifications stated herein. This purchase order, along with the Florida Tourism Industry Marketing Corporation Freelance Content Terms and Conditions, which is attached hereto as Attachment A and incorporated as an integral part of this Agreement, collectively form the Agreement between VISIT FLORIDA and Contractor.

Deliverable	Performance Measure	Deadline	Rate	Financial Consequence

Agreement Managers:

VISIT FLORIDA
 c/o _____
 2540 W. Executive Center Circle, Suite 200
 Tallahassee, Florida 32301
 (850) _____
 [redacted]
contracts@visitflorida.org

IN WITNESS HEREOF, by signature below, both parties agree to abide by the terms, conditions, and provisions of this Agreement document as amended herein.

Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA®

[redacted]

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Attachment A
Florida Tourism Industry Marketing Corporation
Freelance Content Terms and Conditions

The following terms and conditions apply to Florida Tourism Industry Marketing Corporation (hereinafter “VISIT FLORIDA”) purchase orders issued for story writing, photography, and videography provided by freelance contractors. Contractor’s purchase order, along with these terms and conditions, constitute the Agreement between VISIT FLORIDA and Contractor.

Description of Services. Contractor shall produce the content set forth and described in the purchase order (the “Work”) and deliver it upon the stated deadline. VISIT FLORIDA retains sole editorial control and will edit the Work as it deems appropriate. Contractor shall cooperate with VISIT FLORIDA in editing and otherwise reviewing the Work prior to publication. Contractor shall be the sole author of the Work, which shall be free of plagiarism, and which shall not violate the intellectual property rights of any person or entity in any way. Contractor will not infringe on any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity in connection with its performance of the Work. Contractor shall perform the Work in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws. Contractor shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. Contractor shall cooperate with VISIT FLORIDA if any complaints, claims or litigation should arise regarding the Work.

Compensation. Unless a lower rate is stated in the purchase order, VISIT FLORIDA will pay Contractor a flat fee upon receipt of the Work pursuant to the following table:

Assignment	Compensation
1. Articles	\$50 per word
2. Photography:	
(a) For Editorial and Social Use Only	\$300 for 4 photos
(b) Full Rights in perpetuity	\$5,000 per photo
3. Video	\$2,000 per completed 1-minute video, plus b-roll excerpts and 2 still images
4. Video talent	\$700 for reporting, voice-over and a 400-word story
5. Expenses	VISIT FLORIDA will reimburse content providers in accordance with the VISIT FLORIDA Travel Policy Guidelines for Vendors for travel expenses related to the reporting and production of a story. Additional expenses may

include transportation rentals (such as helicopters and boats, etc.) and admission fees. All expenses will be itemized and approved in advance by VISIT FLORIDA.

Contractor will submit a final invoice for the Work upon receiving approval from VISIT FLORIDA, or, if Contractor has not received any comments or revisions within a week of submitting a completed draft, Contractor will send the invoice at that point. Invoices shall be sent to contractsteam@visitflorida.org, and VISIT FLORIDA will process payment within 30 days receipt of invoice with proof of performance documentation.

Notice. The parties may provide written notice required under this Agreement via facsimile, electronic mail, or via overnight or certified mail to the Agreement Manager designated in the purchase order.

Work for Hire. Contractor irrevocably acknowledges and agrees that the Work is specially commissioned by VISIT FLORIDA under the United States Copyright Act and all copyright and similar laws and that VISIT FLORIDA shall be deemed the sole “author” and owner thereof under the Act and such laws throughout the universe in perpetuity. If, despite the intentions of the parties hereto, the Work or any portion thereof is not deemed to be a “work-made-for-hire” under the Act and such laws, Contractor irrevocably grants and assigns exclusively to VISIT FLORIDA all right, title and interest in and to the Work in perpetuity and throughout the universe. Contractor irrevocably waives any right to injunctive or other equitable relief with respect to the Work.

Representations and Warranties. Contractor hereby represents and warrants that the Work: (i) is Contractor’s original work; (ii) is not owned by any third party; (iii) is accurate; (iv) has not been obtained by unlawful means; (v) has not been previously published in any manner or medium; and (vi) will not violate any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity.

Open Records. Contractor understands that VISIT FLORIDA is subject to chapter 119, Florida Statutes, and that this Agreement, and any public records, as defined by section 119.011, Florida Statutes, made or received in connection with this Agreement, may be provided by VISIT FLORIDA to anyone upon request. Contractor will not claim that any record made or received in connection with this Agreement is confidential at any time, and will not cause VISIT FLORIDA to receive documents marked “confidential.” Contractor agrees that its marking of any document as “confidential” at the time it is delivered to VISIT FLORIDA has no legal effect, that any documents marked “confidential” may nonetheless be distributed by VISIT FLORIDA to third parties upon request without notice to Contractor, and that the delivery of any document to VISIT FLORIDA under any circumstance shall immediately destroy any preexisting confidentiality the document may have had prior to being delivered to VISIT FLORIDA. VISIT FLORIDA may post this Agreement on its website for public inspection.

Contingent Liability. VISIT FLORIDA's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn or otherwise unavailable, such event will not constitute a breach of contract, this Agreement will be terminated, and VISIT FLORIDA will have no further liability to the Contractor beyond that already incurred by the termination date. VISIT FLORIDA agrees to notify the Contractor in writing at the earliest possible time if the funds are not appropriated or otherwise made available.

Indemnification: Contractor shall be liable for, and shall indemnify, defend and hold VISIT FLORIDA and its directors, officers, employees, and agents harmless from all claims, suits, judgments or damages, including interest and attorney's fees, arising from the Contractor's activities and performance of the tasks and duties which are the subject of this Agreement. VISIT FLORIDA shall not assume any liability for the acts, omissions to act, or negligence of Contractor, its agents, servants, or employees. In all instances, Contractor shall be responsible for any injury, property damage, or other legal wrongdoing resulting from activities conducted by Contractor.

Independent Contractor. Contractor, its officers, employees, agents, contractors, subcontractors, and servants shall act in the capacity of an independent contractor and not as an employee of VISIT FLORIDA. No statement in this Agreement shall be construed to make Contractor, its officers, employees, agents, contractors, subcontractors or servants the employees of VISIT FLORIDA, and they shall not be entitled to any of the rights, privileges or benefits of employees of VISIT FLORIDA. Contractor agrees to take such steps as may be necessary to ensure that each of its officers, employees, agents, contractors, subcontractors, and servants are deemed to be an independent contractor of VISIT FLORIDA and will not be considered or permitted to be an employee of VISIT FLORIDA.

VISIT FLORIDA shall not pay or withhold, and Contractor will hold VISIT FLORIDA harmless from, costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employer-employee relationship. Contractor shall pay its own expenses, including salaries and commissions to Contractor's employees and all taxes incurred in doing business.

Venue. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the appropriate Court in Leon County, Florida. Contractor and VISIT FLORIDA waive any right to a jury trial.

Bankruptcy or Change of Ownership: Contractor shall notify VISIT FLORIDA within five (5) business days if Contractor files for bankruptcy or changes ownership. VISIT FLORIDA shall have the right to terminate this Agreement immediately upon receipt of such notification.

Exclusive Agreement: This Agreement is an exclusive and personal agreement for professional service and products and may not be assigned by the Contractor without prior written approval of VISIT FLORIDA.

Preservation of Remedies: No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default under this Agreement will impair any such right, power, or remedy of either party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.