



REQUEST FOR PROPOSALS

Sanctioned Co-op Advertising Program

January 18, 2019

1.0 RFP Overview

- A. VISIT FLORIDA is accepting proposals for VISIT FLORIDA’s Sanctioned Cooperative (Co-op) Advertising Programs (“Program”) for FY19/20 from media vendors/publishers for print publications. These programs are developed by media vendors/publishers to provide opportunities for Florida tourism businesses to participate in the cooperative program. The media vendor/publisher must provide advertising at rates that these businesses cannot obtain on their own. VISIT FLORIDA’s [Marketing Partners](#) must be provided a reduced cost for participation in the program over Non-Partners. All costs are the responsibility of the media vendor including securing participation. VISIT FLORIDA shall not contribute funds towards the Program.
- B. VISIT FLORIDA is accepting proposals from media vendors for digital cooperative programs targeting specific audiences (see Section 4) that are creative, deliver value and reach. VISIT FLORIDA’s [Marketing Partners](#) must be provided a reduced cost for participation over Non-Partners. VISIT FLORIDA will only select a limited number of participants in this program. This program may or may not be partially funded by VISIT FLORIDA.

2.0 VISIT FLORIDA Overview

VISIT FLORIDA is a public-private partnership established by the State of Florida that provides services to more than 12,000 Florida tourism industry partners (“partners”). It receives funding from the state each year which is matched dollar-for-dollar by partners through a combination of contributions, membership and service fees, and cooperative advertising participation.

To review our 2017-2018 Annual Report, please click [here](#).

To review our 2018-2019 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](#).

VISIT FLORIDA’s priorities include:

- Keeping Florida top of mind among target audiences;
- Protecting and growing visitor volume to Florida;
- Extending visitor length of stay and increasing visitor spend;
- Increasing visit frequency and visitor retention;
- Increasing travel to emerging Florida destinations;
- Growing brand awareness and engagement; and
- Promoting Florida tourism industry alignment.

Respondents to this RFP will be expected to play a significant role in directly selling cooperative advertising (as described above) to VISIT FLORIDA’s Partners, as well as other entities, in an effort to assist VISIT FLORIDA in meeting its dollar-for-dollar match requirement. Information regarding VISIT FLORIDA’s partners will be provided to selected vendor at the contracting stage.

3.0 Scope of Work

VISIT FLORIDA’s goal for Sanctioned Co-op Advertising Program is to offer VISIT FLORIDA’s [Marketing Partners](#) advertising value at advertising rates they are not able to obtain on their own. As the media vendor, you will create advertising opportunities for VISIT FLORIDA’s Partners that align with VISIT

FLORIDA's Advertising Strategy outlined in Section 6. Your proposal should include at least one of the strategies.

VISIT FLORIDA will provide a list of Marketing Partners that include company name, city, business type and phone number. The media vendor will ensure that Partners advertising with the media vendor are not selling real estate, time shares or competitive destinations. Cruise companies may participate as long as other destinations are not listed in their advertisements.

The media vendor is solely responsible for selling advertising for the Program. All sales materials must display the VISIT FLORIDA Officially Sanctioned Co-op Program Seal. All sales materials must be approved by VISIT FLORIDA prior to solicitation. Advertising opportunities may be displayed on [VISIT FLORIDA's Marketing Planner](#).

VISIT FLORIDA will provide limited access to the media vendor for use of VISIT FLORIDA's logo/trademark. The media vendor must provide proof of completed Program section to VISIT FLORIDA for review and approval a minimum of seven (7) business days prior to publication deadline. VISIT FLORIDA reserves the right to make corrections to editorial content for accuracy or content. VISIT FLORIDA will not be involved in writing editorial content, but assistance may be requested related to theme or focus. All imagery must be Florida images and include either photo credit or caption. The program must be branded VISIT FLORIDA and ensure that VISITFLORIDA.com is the dominant website featured.

The media vendor must provide a list of the participating Partners including copies of the insertion orders and/or notarized affidavits confirming co-op advertising participation, along with one (1) full copy of the publication to VISIT FLORIDA within 30 days of publication.

4.0 Advertising Strategy

VISIT FLORIDA's advertising campaign is centered around an advertising strategy that focuses on the following:

A. Core Segments/Audience Targets: Families with children, Winter Getaways, Impulse Getaways, Adventure, Experience, Business Leisure and Milestone Events. Also of interest are drive vacation prospects; young professional singles and the mature (55+) audience. Emphasis is on higher earning households (\$75K+) across all segments.

B. Growth Markets: Affluent/upscale travelers; Hispanic and African American audiences.

C. Special Interests: Cultural/heritage travelers; Honeymooners; Golf/boating/fishing/water-sports enthusiasts; eco/nature travelers; and Gay, Lesbian, Bisexual, Transgender travelers.

D. Geographic Focus: Our overall emphasis is on the Domestic US, especially east of the Mississippi, along with consumers within driving range to Florida. Leading drive market states include: Alabama, Georgia, Louisiana, New York, North Carolina, South Carolina, Tennessee and Texas.

E. Visitor Interests: VISIT FLORIDA emphasizes the following activities and themes:

- Beaches
- Epicurean
- Theme/Amusement/Water Parks
- Outdoor/Nature/Parks
- Bridal/Romance
- Golf
- Boating/Fishing
- Family/Reunions
- Culture/Heritage

5.0 RFP

Timeline

The following schedule provides you with the key events and their associated completion dates:

RFP Activity	Completion Dates
RFP Issued	January 18, 2019
RFP Responses Due	February 15, 2019

Responses/Proposals must be submitted online to be considered. [Click here](#) to complete the submission form and attach your proposal.

Proposals must be submitted no later than close of business (5 PM EST) on the date specified in the Timeline. Provide response and visual representations in a PDF, Excel or PowerPoint format.

6.0 Proposal Instructions and Administration

This document was created to provide all potential vendors with the information necessary to respond completely and accurately to this RFP. We request that each interested vendor submit a proposal containing the content described in Section 7.

VISIT FLORIDA reserves the right to adjust the specifications herein. In the event that any modifications are necessary, VISIT FLORIDA will notify all vendors via a written addendum to this RFP.

The issuance of this document and the receipt of the information in response to this RFP will not in any way cause VISIT FLORIDA to incur liability or obligation to you, 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 RFP. VISIT FLORIDA reserves the right to use information submitted in response to this document in any manner it deems appropriate.

7.0 Requirements for Proposal

To ensure timely and fair consideration of your proposal, media vendors are asked to adhere to the specific proposal format described in the following table:

Proposal Section	Deliverables/Content
A. Publication Overview	<ul style="list-style-type: none"> -Brief Introduction/Publication Profile -Audience Information -Geographic Focus -Circulation Audit Information from 3rd Party -Current third party circulation audit must accompany proposal -Demographic Profile
B. Co-op Program Overview	<ul style="list-style-type: none"> -Proposed Sections -Editorial Calendar /Suggested Print Campaign -Deadlines -Proposed regions & Circulation for co-op section
C. Identify Value Added Elements <i>You will be required to provide back-up/samples for all Value-Added Elements associated with your program.</i>	<p>Of Interest: Examples include (but not limited to):</p> <ul style="list-style-type: none"> -Digital (e.g. E-news, banners etc.) -Programs that deliver Subscriber names (Opt-in) -Programs that provide content enrichment for VISITFLORIDA.com -Awareness/STARCH studies <p>Not of Interest: Consumer events/shows, trade show inclusion and collateral distribution and reprints.</p>
D. Pricing	<ul style="list-style-type: none"> -Traditional Advertising Units - Marketing Partner Rate (Net) - Non Partner Rate (Net) - Discount (Marketing Partner Rate must be at least 25% lower than Non Partner Rate) -Any association costs of value added components (Net rates) - Rates submitted must hold through June 30, 2020 - Estimated revenue of section (gross)

8.0 Proposal Assessment

VISIT FLORIDA is committed to fairness, objectivity and impartiality. VISIT FLORIDA will assess each proposal on the following criteria:

- Aligns with one or more of VISIT FLORIDA's Advertising Strategy
- Past performance of developing successful Program
- Media vendor is in good standing with VISIT FLORIDA and Partners
- Publication circulation is audited by 3rd parties
- Circulation
- Discount offered to VISIT FLORIDA's Partners
- Added Value

9.0 RFP Terms

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 vendors to submit proposals. Issuance of this RFP, the vendors' 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 vendor. Vendors, 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 vendor. 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 a vendor 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.

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

Kathleen Bouchelle
Advertising Partnership Specialist
kbouchelle@visitflorida.org
850-205-3832

Proposals must state that the vendor will execute a contract containing VISIT FLORIDA's standard terms and conditions which have been published alongside this RFP, or include a mark-up of those terms with specific language changes that the vendor would require in order to execute a contract. All proposed changes should include explanations of why they are necessary. Requiring substantive changes to the published terms may place a proposal at a significant disadvantage. Many of the terms contained 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 (e.g., contingent liability, indemnification, assignment, public records, termination, conflict of interest, non-solicitation, legal requirements, non-discrimination, contract eligibility, record maintenance, E-verify, minority vendors).

Confidentiality: VISIT FLORIDA adheres to the State of Florida's broad open records law. That means records sent or received by VISIT FLORIDA in connection with its business must be provided 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, proprietary confidential business information, or some other exemption under Florida law ([LINK](#)) as "CONFIDENTIAL." Vendors should only mark information "CONFIDENTIAL" if they believe that it satisfies a specific Florida public records exemption and should state the specific legal exemption relied upon. Vendors should ensure 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 requestor dispute the applicability of the asserted public records exemption, VISIT FLORIDA will notify the vendor which must then 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" at [Sunshine Manual](#) (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 VISIT FLORIDA's .org website as required by law and VISIT FLORIDA's standard contract terms (which must be agreed to upon submission of a proposal).

VISIT FLORIDA's Standard Terms and Conditions

Media Vendor understands that VISIT FLORIDA is subject to chapter 119, Florida Statutes, and those portions of Chapter 286, Florida Statutes, related to public meetings and records, and that this Agreement, and any public records as defined by section 119.011(12), Florida Statutes, including but not limited to reports, invoices, and other documents made or received in connection with this Agreement, may be provided by VISIT FLORIDA to anyone upon request. Media Vendor will fully cooperate with VISIT FLORIDA regarding VISIT FLORIDA's effort to comply with the requirements of chapter 119, Florida Statutes. Media Vendor 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." Media Vendor 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 Media Vendor, 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. In the event of a dispute concerning the disclosure of a document in VISIT FLORIDA's possession that Media Vendor asserts is confidential under Florida law, Media Vendor 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. VISIT FLORIDA will post this Agreement 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.

Furthermore, VISIT FLORIDA will post this Agreement in its entirety on its website for public viewing and inspection.

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. Media Vendor and VISIT FLORIDA waive any right to a jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

Media Vendor, 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 in the performance of the tasks and duties which are the subject of this Agreement. No statement in this Agreement shall be construed to make Media Vendor, 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. Media Vendor 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 Media Vendor will hold VISIT FLORIDA harmless from, costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employer-employee relationship. Media Vendor shall pay its own expenses, including salaries and commissions to Media Vendor's employees and all taxes incurred in doing business.

Media Vendor shall be liable, and agree to 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 fees, arising from the Media Vendor'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 Media Vendor, its agents, servants, or employees. In all instances, Media Vendor shall be responsible for any injury, property damage, or other legal wrongdoing resulting from any activities conducted by Media Vendor.

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

Media Vendor agrees to comply with all provisions of United States and Florida law and policy regarding equal employment opportunities. Media Vendor also agrees to provide a harassment-free workplace and give priority management attention and action to any allegation of harassment.

Media Vendor affirms that it is aware of the provisions of Section 287.133(1)(a), Florida Statutes, and that at no time has the Media Vendor been convicted of a Public Entity Crime. Media Vendor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. Media Vendor shall insert a provision in accordance with this paragraph in any subcontract for services under this Agreement. Media Vendor further certifies that it is not on the State of Florida convicted vendor list.

Pursuant to State of Florida Executive Order No. 11-116, VISIT FLORIDA's funding contract with the Florida Department of Economic Opportunity requires that VISIT FLORIDA include in all of its subcontracts the requirement that all subcontractors performing work or providing services to VISIT FLORIDA utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. Therefore, Media Vendor will use the E-Verify system to verify that all new employees it hires to work in the United States that perform services under this Agreement are lawfully authorized to work in the United States.

Unless authorized by law and agreed to in writing by VISIT FLORIDA, VISIT FLORIDA shall not be liable to pay attorney fees, costs, interest, or cost of collection in conjunction with this Agreement.