



**Florida is for Veterans, Inc
dba Veterans Florida**

**Request for Proposal (RFP):
Veterans Florida Marketing Services**

October 21, 2025

1.0 Overview

Veterans Florida is looking to establish an agency relationship to fulfill the needs outlined in this Request for Proposals (RFP) for a qualified marketing firm specialized in reaching military and veteran audiences. The selected firm will be expected to conduct a comprehensive marketing audit and branding update, develop a marketing strategy, develop marketing assets and content, develop and execute a marketing plan tailored to military and veteran communities, manage social media channels, plan and execute media buys, and enhance Veterans Florida's website content, develop content, search engine optimization (SEO), advise on emerging trends, and maintenance. The initial contract is expected to begin January 2026 and terminate June 30, 2026 with up to four annual renewals based on performance and continuation of state funding.

The allocated budget for services outlined in this RFP is \$600,000.00 for the contract period spanning January 2026 to June 2026. Veterans Florida budget year is July 1 - June 30, subsequent budget years are not expected to exceed \$600,000. The actual budget for each fiscal year may vary based on Veterans Florida's funding allocation, priorities, and marketing strategies.

We require a U.S.-based agency, preferably with a Florida office, to handle the majority of account services from that location. The chosen agency must demonstrate the capacity to manage approximately \$300,000 in media and possess in-house capabilities to service all aspects of the business. The chosen agency will also demonstrate an understanding of Florida's uniqueness and attractiveness to the target audience.

The objective of this RFP is to hire an agency that demonstrates the best ability to effectively deliver to Veterans Florida audiences.

In the event that negotiations fail to result in a binding contract, Veterans Florida retains the right to re-open negotiations with other proposer(s) until a mutually beneficial relationship is secured. Veterans Florida reserves the right to partially award the RFP to more than one agency.

2.0 Veterans Florida Overview

Florida is for Veterans, Inc (DBA Veterans Florida) was created with the Florida Department of Veterans' Affairs as a nonprofit, Section 295.21, Florida Statutes. Veterans Florida serves as the state's initial point of military transition assistance to promote Florida as a veteran-friendly state helping provide veterans and their spouses with employment opportunities and promoting the hiring of veterans and their spouses by the business community. The corporation shall encourage retired and recently separated military personnel to remain in this state or to make this state their permanent residence. The corporation shall promote the value of military skill sets to businesses in this state, assist in tailoring the training of veterans and their spouses to

match the needs of the employment marketplace, and enhance the entrepreneurial skills of veterans and their spouses. Under the Veterans Employment and Training Services (VETS) Program, Section 295.22, Florida Statutes, our organization serves as Florida's lead entity in promoting the state's military community advantages; ranging from robust veteran benefits and pro-military legislation to its strategic geography, strong defense economy, and thriving veteran communities.

Veterans Florida recognizes the unparalleled focus and drive veterans apply to their civilian aspirations. We harness this momentum by offering specialized resources in career development, entrepreneurship, education, and quality of life, highlighting Florida as the optimal environment for veterans to live, work, learn, and prosper.

We collaborate with military installations, state and local agencies, employers, and community organizations to connect with veterans and showcase the opportunities available in Florida.

To promote Florida as a veteran-friendly state, Section 295.23, Florida Statutes requires that VISIT FLORIDA to spend \$1M annual on marketing the state to veterans as permanent home and on information dissemination to improve veterans' knowledge of and access to benefits through a combination of appropriated and private funds. Veterans Florida and VISIT FLORIDA collaborate to perform the duties set forth in Section 295.23.

To review Veterans Florida's 2024 Annual Report, [please click here](#).

To view the website, visit www.veteransflorida.org. Veterans Florida's website is hosted by Wordpress.com

Veterans Florida has social media accounts on: LinkedIn, Meta, X, and YouTube

Note: Veterans Florida does not currently have any intention to engage on TikTok.

2.1 Veterans Florida's Audience

Veterans Florida's marketing efforts are strategically designed to reach and engage the military and veteran community, both inside and outside the State of Florida, as well as key stakeholders who influence their transition and relocation decisions.

Primary Audiences:

1. Active-Duty servicemembers within two years of separation or retirement from the military, in Florida and at installations worldwide, who are evaluating their civilian career, education, and relocation options.
2. Military veterans who have separated within the last 3 years seeking meaningful employment, and any veterans seeking entrepreneurship opportunities, or education pathways in Florida.

3. National Guard & Reserve members balancing civilian and military commitments who may benefit from Florida's veteran-friendly programs and workforce opportunities or entrepreneurship resources.
4. Military spouses exploring career, educational, and quality-of-life opportunities as part of the family's relocation or transition plans or who need small business assistance.

Secondary Audiences:

1. Employers - Florida-based, targeted industry (Section 288.005, Florida Statutes or [here](#)) and secondary industry businesses (Section 295.22, Florida Statutes) seeking to hire, train, and retain veteran talent.
2. Community & Education Partners - Organizations and institutions that collaborate with Veterans Florida to provide veteran services and visibility.
3. State Agencies and Entities - Collaborating with agencies and other entities for outreach, information exchange, marketing, and referrals regarding programs and initiatives.
4. Legislators & Key Decision Makers - State and local officials, policymakers, and leadership stakeholders who shape veteran-related policy, funding priorities, statewide initiatives, and provide constituent services and awareness of veterans resources.
5. Military Installation Personnel and Leadership - Key staff who facilitate access to transitioning personnel and support outreach efforts.

2.2 Veterans Employment and Training Services Program Overview

Veterans Florida administers the Veterans Employment and Training Services Program to that includes a portfolio of programs and initiatives designed to attract, support, and retain the military and veteran community in Florida, including:

1. Workforce Services - Connecting transitioning servicemembers, veterans and spouses with employers statewide through SkillBridge, job placement, career resources, and targeted marketing.
2. Entrepreneurship - Offering veteran-focused education, training, mentorship, and networking pathways for business creation and growth.
3. Education - Showcasing Florida's academic institutions and leveraging state benefits to attract veterans pursuing higher education or skills training.
4. Military & Veteran Benefits Promotion - Highlighting Florida's tax advantages, pro-veteran legislation, strategic geography, and quality of life that make it the most veteran-friendly state in the nation.

3.0 Scope of Work

The selected Agency shall provide comprehensive marketing strategy, implementation, and management services in support of Veterans Florida's mission to attract, retain, and engage military and veteran audiences. The Agency shall collaborate with Veterans Florida staff to plan,

develop, execute, and evaluate marketing activities that increase brand awareness, engagement, and measurable outcomes.

All marketing activities and deliverables provided shall be designed to achieve the following overall goals:

1. **Conversions** - Increase the completion of program application webforms and participation in Veterans Florida programs by servicemembers, veterans, Guard/Reserve members, and military spouses.
2. **Interest/Conversions** - Generate interest and participation from program partners, including employers, entrepreneur support organizations, and other stakeholders.
3. **Communications/Awareness** - Expand awareness and understanding of Veterans Florida's mission, programs, and impact among the general public, state and local leaders, and elected officials.

The Agency shall implement strategies that integrate these goals across all marketing channels, including digital and traditional media, social media, website content and SEO, brand development, campaign execution, and performance measurement. Key performance indicators (KPIs), analytics, and reporting shall be used to evaluate effectiveness and inform decision-making.

The scope of work described in this RFP is intended for the contract period spanning January 2026 to June 2026. The scope of work is broken down into phases, it is worth noting that some phases may be completed simultaneously to ensure delivery of all services by the end of the contract term. Veterans Florida expects upon execution of a contract, the selected Agency will be available for agency onboarding. Agency onboarding may be completed virtually, however in-person in Tallahassee, FL is preferred.

The scope of work is subject to change pending final negotiations, but Veterans Florida expects this section to serve as the starting point for creating the final contract terms. VISIT FLORIDA will contract directly with the selected Agency, but all work performed under the terms of that contract will be at the direction of Veterans Florida.

3.1 Account and Project Management Services

During the duration of the contract, the Agency shall provide ongoing account and project management services to support the execution of the marketing strategy. Services shall include, but are not limited to:

1. Provide sufficient account representation to oversee the Veterans Florida account and achieve their annual marketing goals.
2. Assign necessary staff or additional staff, as needed to complete tasks and services ensuring Veterans Florida has direct access to all personnel providing services.

3. Attend and present at a minimum of two Veterans Florida board meetings annually. Veterans Florida hosts four board meetings during the year near the end of each fiscal quarter. Veterans Florida fiscal year is July 1 to June 30.
4. Participate in regular status calls with Veterans Florida, including project updates, task progress, budget status, and any material matters.
5. Provide administrative support for accounting, invoicing, and monthly reporting.
6. Submit itemized invoices with supporting documentation and accrual reports with supporting documentation by the deadlines specified by Veterans Florida.
7. Deliver a comprehensive monthly report of all activities, including market intelligence, strategy recommendations, marketing recaps, earned media results, status of goals and benchmarks, images/photos, production budgets, media insertion orders, and updated media plans. Reports shall be submitted electronically to the designated Agreement Manager.
8. Prepare an annual proposed marketing plan and budget to support subsequent fiscal year Scope of Work.
9. Assist Veterans Florida with Annual Report, due each December.
10. Provide public relations services, at minimum include preparing and distributing press releases; responding to media inquiries; and proactively pitching story ideas.
11. Assist Veterans Florida with crisis management, including strategy and communications related to natural disasters or other emergencies.

3.2 Phase 1: Marketing Audit and Brand Development

During Phase 1, the Agency shall:

1. Conduct a comprehensive marketing audit of Veterans Florida's existing strategies, campaigns, messaging, creative assets, and branding usage.
2. Assess current market positioning, identifying strengths, weaknesses, opportunities, and threats.
3. Present audit findings and recommendations to Veterans Florida.
4. Develop a refreshed brand, including brand strategy, messaging framework, tone, design guidelines, and visual assets aligned with Veterans Florida standards.
5. Deliver updated brand guidelines, logos (including vector, high-resolution and PNG versions), email and social media templates, and other assets for use by Veterans Florida and the larger campaign.

3.3 Phase 2: Marketing Strategy and Marketing Plan

During Phase 2, the Agency shall:

1. Develop a comprehensive marketing strategy and marketing plan targeting active-duty service members, transitioning service members, National Guard, Reserve, veterans, and spouses to align with Veterans Florida's mission and annual priorities.
2. Provide campaign concepts, creative briefs, media recommendations, and rollout schedules for review and approval.
3. Provide timelines, audience segmentation, messaging strategies, media channels, KPIs, and budget.
4. Revise all plans and materials based on Veterans Florida feedback prior to implementation.

3.4 Phase 3: Marketing Assets and Content Development

During Phase 3, the Agency shall:

1. Produce or refresh marketing assets and content to support the marketing plan, which may include:
 - a. Digital and print collateral
 - b. Social media graphics and videos
 - c. Landing pages and website content
 - d. Email marketing templates
 - e. Press and media kits
 - f. Event and outreach materials
 - g. Infographics
 - h. Veterans Florida Annual Report design and development
2. Ensure all content reflects updated brand guidelines and resonates with target audiences.
3. Provide editorial and creative services, including content sourcing, copywriting, fact-checking, proofreading, music selection, and content planning.
4. Develop timeline for asset and content development.

3.5 Phase 4: Social Media Strategy and Management

The Agency shall:

1. Develop and implement a social media strategy to achieve Veterans Florida's campaign goals, marketing objectives, and reach the desired target audiences, both organically and paid efforts.
2. Manage Veterans Florida's official social media channels, including Meta, LinkedIn, X, and YouTube. Responsibilities may include monitoring community engagement, content creation, scheduling, and posting approved content.
3. Ensure social media activities support the overall goals of :

- a. Conversions - Increase the completion of application webforms and participation in Veterans Florida programs by servicemembers, veterans, Guard/Reserve members, and military spouses.
 - b. Interest/Conversions - Generate interest and participation from program partners, including employers, entrepreneur support organizations, and other stakeholders.
 - c. Communications/Awareness - Expand awareness and understanding of Veterans Florida's mission, programs, and impact among the general public, state and local leaders, and elected officials.
- 4. Implement social media campaigns.
- 5. Monitor brand presence and sentiment in social media at least three times daily, Monday-Friday, and once daily on weekends.
- 6. Provide monthly performance reports, including reach, engagement, conversions, referral traffic, sentiment analysis, and optimization recommendations.

3.6 Phase 5: Media Planning and Execution

During Phase 5, the Agency shall:

- 1. Plan and execute media placements across approved channels, such as digital, social, print, radio, out-of-home, and military-specific channels.
- 2. Negotiate rates, manage schedules, and coordinate delivery of creative assets.
- 3. Monitor media performance and optimize, when needed.
- 4. Provide monthly performance reports detailing reach, impressions, engagement, conversions, and ROI

3.7 Phase 6: Website Content, SEO, and Maintenance

During Phase 6, the Agency shall:

- 1. Conduct a comprehensive content and SEO audit of www.veteransflorida.org.
- 2. Present findings of website audit and plan to optimize site structure, metadata, keywords, and content to increase traffic, conversions, and overall user experience.
- 3. Develop and maintain landing pages and digital assets to achieve the overall goals of:
 - a. Conversions - Increase the completion of application webforms and participation in Veterans Florida programs by servicemembers, veterans, Guard/Reserve members, and military spouses.
 - b. Interest/Conversions - Generate interest and participation from program partners, including employers, entrepreneur support organizations, and other stakeholders.
 - c. Communications/Awareness - Expand awareness and understanding of Veterans Florida's mission, programs, and impact among the general public, state and local leaders, and elected officials.

4. Provide monthly analytics reports measuring traffic sources, conversions, engagement, and user behavior, with actionable recommendations for optimization and continuous improvement.

3.8 Contract Deliverables

The Agency shall provide the following deliverables:

1. Marketing Audit Report - The Agency will detail findings of marketing audit and recommendations presented to Veterans Florida as outlined in Phase 1.
2. Branding Package - The Agency will deliver a refreshed brand strategy, brand guidelines, logos, and templates as outlined in Phase 1 and 3.
3. Marketing Strategy and Marketing Plan - The Agency will deliver a formalized strategy and plan for January - June 2026 as outlined in Phase 2 and 5.
4. Social Media Strategy - The Agency will deliver a formalized social media strategy and plan for January - June 2026 as outlined in Phase 4.
5. Website Audit - The Agency should detail findings and plan to optimize www.veteransflorida.org as outlined in Phase 6.
6. Monthly reports as outlined in the Scope of Work.
7. Develop fiscal year 2026-27 Marketing Plan based on the annual budget provided by Veterans Florida due in May 2026.

4.0 RFP Schedule

Activity	Dates
RFP Issued	Tuesday, October 21, 2025
Questions Due	Tuesday, October 28, 2025 at 5PM ET
Veterans Florida Question Response Deadline	Monday, November 3, 2025 by 5PM ET
Proposal Deadline*	Friday, November 21, 2025 at 5PM ET
Finalists Notified	Tuesday, December 2, 2025
Finalists Present to Veterans Florida Board of Directors at Meeting in Tallahassee, FL	Thursday, December 11, 2025**
Award Notification	On or before January 2, 2026

*Proposals received at and after 5:01PM ET will be considered late submissions and may be rejected and not considered.

**A virtual presentation is acceptable. Additional instructions will be provided with the December 2, 2025 notification.

Interested entities must direct any and all communications relating to this RFP to the designated Procurement Officer:

Heather Collins, Director of Finance and Operational Support

collins@veteransflorida.org

Subject Line: Marketing RFP

Ms. Collins is the sole contact for entities. All other Veterans Florida team members are prohibited from discussing the RFP with entities outside of the scheduled process.

5.0 Questions to Veterans Florida

Veterans Florida will accept written questions pertaining to this RFP. All questions must be submitted via email to the Procurement Officer at collins@veteransflorida.org on or before the deadline listed in the Schedule. The Procurement Officer will confirm receipt of questions within one business day. Questions should be relevant to the RFP and should be clear and specific as possible. Additionally, please be sure to include contact information – Company Name, Name, Title, Telephone, and E-mail address. Veterans Florida may contact the agency to ensure clarity in Veterans Florida's response based on the question.

Veterans Florida will respond to questions received by the deadline listed in the schedule and will post a copy of each question and response at <https://www.veteransflorida.org/submit-proposal/>.

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 and will be known only to Veterans Florida's Procurement Officer who will work with the Veterans Florida team to gather information and post answers.

6.0 Proposal Deadline and Submission Process

Veterans Florida will accept proposals on or before the deadline listed in the Schedule. Proposals may be submitted prior to the deadline, however early submission does not guarantee funds to be awarded.

All proposals should be submitted electronically as one (1) single document (preferably as an Adobe PDF) to collins@veteransflorida.org in accordance with the Proposal Format listed

below.

Veterans Florida will notify each entity that their proposal has been received via email within two business days. Please be sure to include a contact person and email address with the proposal submission.

Veterans Florida will review proposal submissions against the Evaluation Criteria.

7.0 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 any samples of work. Veterans 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.

No	Proposal Section	Content/Deliverables
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 (see 10.0) 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 7.1
4.	Timeline	Provide a detailed timeline for services outlined in this RFP.

5.	Budget Proposal/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. See 7.2
-----------	--------------------------------	---

7.1 Agency Overview and Experience

Proposers must demonstrate the organizational capacity, expertise, and experience necessary to successfully perform the services described in this RFP. Proposals should provide sufficient detail to enable Veterans Florida to evaluate the Proposer's ability to meet the Scope of Work in a timely, efficient, and cost-effective manner.

1. Agency Overview

- a. A description of the Proposer's organization, including ownership structure, number of employees, office locations, primary lines of business, and years in operation.
- b. An overview of the Proposer's core capabilities in marketing strategy, brand development, campaign creation, media planning, asset/content development, social media management, SEO, and website optimization.
- c. A description of the team structure that will be assigned to this contract, including key personnel roles, qualifications, and relevant certifications. Veterans Florida preference is that assigned key personnel should have military affiliation (e.g., servicemember, veteran, or spouse. Identify which team members have any military affiliation. Resumes of key staff may be included as an appendix.

2. Relevant Military and Veteran Marketing Experience Proposers must demonstrate specific experience in marketing to military and veteran audiences, including but not limited to:

- a. Experience developing and executing marketing strategies, branding, and campaigns targeting active-duty service members, transitioning service members, veterans, and military families.
- b. Examples of previous work with military installations, Department of Defense programs, veteran-serving organizations, military related media, or military media channels.
- c. Demonstrated understanding of military culture, communication preferences, and effective media platforms for reaching military and veteran segments.
- d. Evidence of measurable outcomes (e.g., engagement rates, reach, conversions, recruitment or retention results) from past military marketing initiatives.
- e. This section will be evaluated for depth, quality, and relevance of military and veteran marketing experience, as well as the Proposer's ability to apply that

experience strategically to the Veterans Florida mission.

3. Capacity and Resources

- a. Description of the Proposer's current workload, resource availability, and ability to successfully manage a contract valued at \$600,000 over a 12-month period.
- b. Description of internal project management systems, tools, and processes used to ensure quality control, timely delivery, and performance tracking.
- c. Any partnerships, subcontractors, or specialized vendors the Proposer intends to utilize, including their qualifications and roles.

4. Past Performance and References

- a. Summaries of at least three (3) recent projects similar in scope and scale, including client name, project description, services provided, timelines, and measurable outcomes.
- b. At least three (3) professional references who can speak to the Proposer's performance on relevant contracts.

7.2 Budget Proposal/Pricing

Agency response must provide a detailed, itemized budget aligned with the Scope of Work outlined in Section 3.0. The proposed budget must not exceed \$600,000 for the contract period (January 2026 – June 2026). All costs necessary to execute account management, marketing strategy, content development, social media management, media placement, website optimization, and related services. 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, Agency responses should include pricing information in the form of labor-based fees or any other payment structure.

Example Budget Table:

Category/Phase	Brief Description of Services	Estimated Cost (USD)	Narrative / Assumptions
Account & Project Management	Staff allocation, meetings, reporting, administrative support	\$XX,XXX	Include hours, roles, and frequency of meetings
Marketing Audit & Brand Development	Audit, brand refresh, design guidelines	\$XX,XXX	Describe methodology and deliverables
Marketing Strategy & Marketing Plan	Strategy creation, campaign planning, concept development	\$XX,XXX	Include number of campaigns, media recommendations
Marketing Assets & Content Development	Collateral, graphics, video, copywriting, annual report	\$XX,XXX	Specify number of assets, formats, and channels

Social Media Strategy & Management	Strategy, content creation, posting, paid campaigns	\$XX,XXX	Include social channels, posting frequency, and budget for paid media
Media Planning & Execution	Media placement, negotiation, quarterly reporting	\$XX,XXX	Specify media types and expected reach/ROI
Website Content, SEO & Maintenance	SEO audit, landing pages, monthly analytics	\$XX,XXX	Include number of pages, updates, and analytic reports
Contingency / Miscellaneous	Unexpected services, travel, adjustments	\$X,XXX	Describe purpose of contingency funds
Total Proposed Budget (not to exceed)		\$600,000	

8. Evaluation Criteria

Veterans Florida is committed to fairness, objectivity, and impartiality. Veterans Florida will assess proposals on the following criteria:

Criteria	Possible Points
Agency Overview and Capabilities	30
Military and Veteran Marketing Experience and Effectiveness	40
Timeline	15
Pricing	15

9. RFP Terms and Conditions

Veterans Florida may adjust the specifications of this RFP throughout the process. This RFP does not constitute an offer by Veterans 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 Veterans Florida does not commit Veterans 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 Veterans Florida to incur liability or obligation to respondents, financial or otherwise, and Veterans Florida will not reimburse or in

any way compensate respondents for expenses incurred in connection with their response to this RFP.

Veterans 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 Veterans 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 Veterans 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 Veterans Florida other than the execution of a written contract shall constitute acceptance of such offer, and even then shall legally obligate Veterans Florida only in accordance with the terms and conditions contained in the written contract.

Veterans Florida reserves the right to enter into discussions and/or negotiations with more than one agency at the same time. Veterans 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. Veterans 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. Veterans Florida will notify unsuccessful participants upon execution of the contract(s) awarded as a result of this RFP.

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 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). 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).

10.0 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. The 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 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.