



FLORIDA | THE FUTURE IS HERE.

## REQUEST FOR PROPOSAL

### National C-Suite, Digital & Multi-Media Vendors

#### **About Enterprise Florida**

Enterprise Florida, Inc. is a partnership between Florida's business and government leaders and is the principal economic development organization for the state of Florida. Headquartered in Orlando, with offices in Tallahassee and Miami, Enterprise Florida's mission is to attract new businesses to the state and facilitate job growth for Florida's existing businesses and citizens leading to a diverse statewide economy. In pursuit of its mission, Enterprise Florida works closely with a statewide network of economic development partners and is funded both by the State of Florida and by private-sector businesses. Learn more at [www.enterpriseflorida.com](http://www.enterpriseflorida.com).

#### CAMPAIGN OVERVIEW

**Enterprise Florida, Inc. (EFI)** strives to make Florida the most sought-after state for business. EFI's FLORIDA | THE FUTURE IS HERE campaign ("Campaign") is designed to convey the unique combination of business fundamentals that Florida offers, so that companies of all kinds can find their competitive advantage here. Florida consistently ranks among the best states for business, due to its pro-business state tax policies, competitive cost of doing business and streamlined regulatory environment. The 2022-2023 Campaign will comprehensively focus on EFI's target industries including: Aviation/Aerospace, Manufacturing, Logistics and Distribution, Financial and Professional Services, Information Technology, Cleantech, Defense and Homeland Security, Headquarters, Life Sciences.

#### CAMPAIGN OBJECTIVE

##### Primary:

- Tell the Florida business story in an effort to improve perceptions, and increase awareness of Florida as a business destination.

##### Secondary:

- Generate opportunities to compete for job creation projects.
- Capture market share.

##### Key Performance Indicators include:

- Total media impressions delivered across all channels.
- Click-throughs to website.
- Completed website contact form submissions.
- Site interactions (time spent on site, unique visits/visitors, high interest interactions, etc.).
- Leads and opportunities generated.
- Projects established.

##### Target Audiences

###### Job titles

- Primary: Multipliers and Influencers - Site Selectors (may hold a title within their company unrelated to the site consultant role) and Corporate Real Estate Executives.
- Secondary: Business Decision Makers - C-Suite, SVPs, VPs.

##### Within the following sectors:

- Aviation/Aerospace
- Manufacturing
- Logistics and Distribution
- Financial and Professional Services

- Information Technology
- Cleantech
- Defense and Homeland Security
- Headquarters
- Life Sciences
  - \*Where applicable, targeting should be broken out between these segments so that we can tailor messaging accordingly.
- Affinities: exhibits behaviors that may indicate an interest in expanding or relocating a business to Florida. These audiences are hard to reach with mass media as they work long hours, travel often and are involved with various organizations from businesses to charities. Likely use digital media for networking, business information, white papers, trends, research, etc.

Geography: U.S. only.

Contract Term: **September 2022 – June 30, 2023.**

Budget Levels: \$1,000 - \$325,000 range; proposals to be scalable and/or multi-media. All ad serving fees must be included in total proposed cost.

Creative Formats:

- 0:15 in-stream, user-initiated video.
- Desktop, tablet, mobile and connected TV. Please provide cross device match rate if available.
- HTML5 and static banners.
- Standard IAB formats, above-the-fold visible placements, no footer or cluttered positions.
- Retargeting, contextual and behavioral targeting to be considered.
- Include high-impact/interactive banner placements, along with information regarding production capabilities.
- Include mobile and tablet in-app 300x250 or larger only, no small banners.
- 360 video.

Rates/Availability:

- Please submit rates and all available inventories for each recommended placement. Vendor must provide publication content calendar and suggested media alignment. Be sure to indicate any aspects of the proposal that cannot be scaled.
- Partners will be selected for target audience composition/index, targeting capabilities, and efficiency. Partners must be competitive with rates.  
**\*EFI is a 501(c)(3), non-profit organization**
- Please indicate if there are any monthly/campaign/line item budget minimums required.
- Frequency: No Campaign Frequency Cap, except a 3x daily frequency cap on all placements including Connected TV placements (if applicable).

## COMPETITIVE SELECTIONS PROCESS

### Responsiveness Review and Minimum Qualifications

- As the first step of the Evaluation Process, EFI shall determine if the proposal is either responsive or non-responsive to the RFP. EFI may reject proposals determined to be non-responsive. Subsequent to the responsiveness review, the Evaluation/Selection Committee (hereinafter referred to as the "ESC") will review and evaluate all responsive proposals as outlined herein.

### Evaluation/Selection Committee Scoring

- The ESC shall evaluate the Proposals provided to it using the RFP Selection Criteria outlined below. Each member of the ESC shall receive a copy of each Proposal determined initially responsive. The ESC members will independently evaluate the Proposals using the RFP Selection Criteria prior to the ESC meeting. The point values for each Evaluation Criterion shall be used by the ESC to score the Proposals and obtain the score for each responsive Proposal that is evaluated.
- At the ESC meeting, individual ESC member scores will be discussed by the committee. Further discussions and adjustments to scoring may take place. EFI may request additional information in writing from the Proposers during the Evaluation Process.
- EFI reserves the right to require oral presentations and/or request clarifications from the Proposers from no fewer than three vendors regarding their qualifications, approach to the project and ability to furnish the services. The ESC may receive input from a fact-finding technical subcommittee as part of their evaluation of the Proposals.

### Negotiations Process

- Based upon a review of the Proposals and presentations (if any), the ESC will rank proposers to allow EFI's negotiation committee to begin negotiating an Agreement. EFI reserves the right to enter into negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. EFI reserves the right to negotiate any element of the proposals deemed in the best interest of EFI.
- Notwithstanding the foregoing, if EFI and said Proposers cannot reach an agreement, EFI reserves the right to terminate negotiations and may, at its discretion, begin negotiations with the next highest ranked Proposer(s). No Proposer shall have any rights against EFI resulting from such negotiations or termination thereof.

## SELECTION CRITERIA

### General Selection Criteria: RFPs scored in each category below with 5=highest to 1=lowest

- Team Project Experience, including recent and relevant past performance.
- 15% added value is required and must be included in the proposal. Added value may be in the form of no cost impressions, aligned digital/native placement, e-newsletters and/or paid ad serving fees.
- Ability to offer the most competitive and discounted rates available.
- Ability to break out targeting into the following segments: Aviation/Aerospace, Financial/Professional Services, Manufacturing, Logistics/Distribution, Information Technology, Cleantech, Defense & Homeland Security, Headquarters, Life Sciences.
- Priority will be given to sites that will deliver impressions and provide any required bonus/value added impressions at no cost when applicable.
- Exclude negative Florida news placements and any controversial placement.
- Total Proposed Cost.

## PROPOSAL REQUIREMENTS

- Proposal should include research, metrics or case studies related to economic development performance and/or your past performance in similar campaigns.
- MUST clearly outline targeting parameters to reach these niche audiences. List of data segments must be provided.
- Avails for targeting must be outlined.
- Specs for each recommended placement.
- A summary of your previous experience delivering brand awareness campaigns.

## DEADLINE/CONTACT INFORMATION

**Please submit your proposal by 5 p.m. Eastern Time on Wednesday, August 10, 2022 to Justin McGath [jmcgath@enterpriseflorida.com](mailto:jmcgath@enterpriseflorida.com)**

It is the sole responsibility of the Proposer to ensure its proposal reaches the Inbox of the email address provided above before the Solicitation closing date and time. All proposals received prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received after the proposal submittal deadline will be evaluated by EFI to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. EFI will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

### **Please Note:**

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

Please add the following language to the end of your Proposal:

*"By virtue of submission, (the company) declares that all information provided is true and correct."*

- EFI reserves the right to select one or multiple vendors for the work requested.
- All work undertaken for this project is subject to Florida's Public Records requirements including contract/insertion, order details, and compensation.
- All questions must be submitted via email.

## Additional Terms & Conditions

EFI reserves the right to modify or remove the below terms and conditions prior to contracting and to provide for additional terms and conditions.

### **Enterprise Florida Standard Contract Terms & Agreements**

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement for its convenience, in whole or in part at any time by providing written notice to Contractor. EFI may terminate this Agreement for cause at any time by providing written notice to Contractor.

A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

**7. The EFI contract manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.**

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All quarterly scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

11. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

12. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with

an unauthorized alien. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

15. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

16. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

17. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

18. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

19. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

20. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations,

or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

21. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

22. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

23. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

24. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

25. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

26. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

**27. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:**

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Contractor's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

**g. If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1),

Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Contractor for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at:            or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.**