

SUBMIT PROPOSAL TO:

STATE OF FLORIDA
DEPARTMENT OF CITRUS605 E. MAIN ST., BARTOW, FL 33830 -OR-
PO BOX 9010, BARTOW, FL 33831

Telephone Number: (863) 255-6084

STATE OF FLORIDA

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES
AcknowledgementPage 1 of 14
PagesPROPOSALS WILL BE OPENED **March 24, 2010 11:00 A.M. EDT**
and may not be withdrawn within 30 days after such date and time.

PROPOSAL NO. # 09 - 10

AGENCY MAILING DATE:

February 18, 2010

PROPOSAL TITLE: **Canada Advertising Program**

STATE PURCHASING SUBSYSTEM (MFMP) VENDOR NUMBER

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

REASON FOR NO PROPOSAL

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a Protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about **April 28, 2010**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same contractual services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this original acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

- EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the same space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal price must be initialed. The company name and MFMP vendor number shall appear on each page of the proposal as required. Complete ordering instructions must be submitted with the proposal. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850) 487-4634 immediately
- NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. Note: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.
- PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the acknowledgement form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the price proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser..
 - TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.
 - DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
 - MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

- (d) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's MFMP vendor number. An original and three (3) copies of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the State has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted in accordance with the rates at or below those specified in Sections 112.601 and 287.058, F.S.

Interest Penalties: Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

- (e) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112.F.S. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. In accordance with chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) Or (3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

6. **AWARDS:** As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this proposal shall conform to applicable Florida Statutes.
7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
8. **NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or state agency's estimate of the total volume of the contract or \$5,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
9. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
10. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - (a) Contractor's name being removed from the Division of Purchasing vendor mailing list.
 - (b) All State agencies being advised not to do business with the contractors without written approval of the Division of Purchasing
11. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the State of Florida, by and through its officers, employees, authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
12. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
13. **ASSIGNMENT:** Any Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of purchaser.
14. **LIABILITY:** On any contract resulting from this proposal the proposer shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.
15. **FACILITIES:** The State reserves the right to inspect the proposer's facilities at any time with prior notice.
16. **CANCELLATION:** The State shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, F.S., and made or received by the contractor in conjunction with the contract.
17. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding proposer might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

Right to Audit. The DEPARTMENT shall have the right to audit or inspect any and all records, reports, documents and such other supporting evidence as it deems necessary to verify compliance with the terms of this contract. The VENDOR shall provide such records in hard copy, machine-readable form, or both, as requested. VENDOR shall maintain such records and allow DEPARTMENT to exercise such right to audit for a period of three years after final payment on this contract, or longer if required by law. The VENDOR shall include the "right to audit provisions" of this contract in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. Should DEPARTMENT exercise this right to audit, VENDOR shall provide adequate and appropriate workspace as well as access to photocopy machines and the right to interview current VENDOR employees and contact information for former employees.

UNAUTHORIZED ALIENS. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY SHALL AFFIX HIS SIGNATURE HERETO, AND SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF: _____

BY: _____

AUTHORIZED AGENCY SIGNATURE

CONTRACT NUMBER _____

EFFECTIVE _____

(Date)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[Print name of the public entity]

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES**, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[SIGNATURE]

Sworn to and subscribed before me this _____ day of _____, 20 ____ .

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification) My commission expires _____

(Printed, typed, or stamped commissioned name of notary public)

Request for Proposal

Canada Advertising Program

PURPOSE

The purpose of this RFP is to solicit proposals for the Florida Department of Citrus' (FDOC) advertising programs in Canada. Proposals must be from agencies that are strategically focused, results oriented, and can work as part of a team to expand the market for Florida citrus products in Canada. The FDOC anticipates that the budget will not exceed \$1,500,000 per year. (This includes fees, production, and media. Budget for FY 2009-10 was \$1,200,000.) However, the FDOC reserves the right to increase this amount based on federal and/or state budget increases.

ABOUT THE FLORIDA DEPARTMENT OF CITRUS

The Florida Department of Citrus is an executive agency of state government established in 1935 by an act of the Florida Legislature. The Department's purpose is to protect and enhance the quality and reputation of Florida citrus fruit and processed citrus products in both domestic and foreign markets. It also acts to "protect the health and welfare and stabilize and protect the citrus industry of the state," which in turn helps to promote the general welfare and social and political economy of the state.

The Department of Citrus is a trust fund agency financed by an excise tax placed on each box of citrus moved through commercial channels. The Florida Citrus Code stipulates the maximum tax and how funds generated are allocated. A portion of that tax is deposited in the state's general revenue fund to offset administrative costs.

The Florida Citrus Commission is the agency head and serves in the capacity of a board of directors for the Department of Citrus. The Commission consists of 12 members appointed by the Governor of Florida and confirmed by the Senate for three-year terms. The members of the Commission must be citrus growers, packers or processors. Seven members of the Commission must be growers; three members must represent the processing industry; and two of the Commissioners must be fresh fruit shippers.

The Commission oversees and guides the activities of the Department of Citrus. It is responsible for setting the annual amount of the excise tax as well as quality standards for all citrus grown, packed or processed in Florida. In addition, the Commission adopts rules regulating packaging and labeling of Florida citrus products and licensing requirements for packers, shippers and processors.

The Department of Citrus carries out Commission policy by conducting a wide variety of programs involving industry regulation, scientific, market and economic research, advertising, merchandising, public and industry relations and consumer promotions. The majority of the Department's annual budget is spent on advertising and promotional activities for Florida citrus in the United States, Canada, Europe and Asia. The balance of its funds, derived from the excise tax, is spent for administration, scientific, economic and market research, and regulatory activities.

ABOUT THE FOREIGN AGRICULTURAL SERVICE

The FAS works to improve foreign market access for U.S. products. The FAS operates programs designed to build new markets and improve the competitive position of U.S. agriculture in the global marketplace.

The Florida Department of Citrus receives annual grants from FAS to fund a portion of its international marketing budget. These grants are contingent on the development and submission of annual strategic plans, mid-year plan revisions, and program evaluations. This funding is essential in assisting the FDOC with the implementation of foreign marketing programs that are designed to increase the market share for Florida citrus growers.

CONTRACTOR RESPONSIBILITIES

The ideal candidate will be able to provide the following deliverables and services, as appropriate, and at the request of the Department:

- Strategic Planning
- Account Management
- Consumer and Market Research
- Media Planning and Buying
- Creative Development
- Print and Broadcast Production
- Internet Media Buying and Creative Development
- Consumer Web Site Development
- Promotional Services
- Day-to-day Operations, such as color retouching, typesetting and mechanical production, etc.
- Participating in the development of the Unified Export Strategy (UES) and Country Progress Report (CPR) – requirements of the United States Department of Agriculture (USDA) Foreign Agricultural Service (FAS)

REPLY

The objective of the reply is to demonstrate the agency's qualifications and ability to provide the services and/or commodities required. Agencies shall prepare their replies simply and economically, providing a straightforward, concise delineation of their ability to satisfy the requirements of this RFP. Emphasis in each reply should be on completeness and clarity of content, thereby enabling the FDOC to make a fair evaluation of the agency and its reply. Failure of an agency to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores for the agency.

All information submitted in a reply must be in the English language.

Replies must be completed and submitted as part of RFP Proposal to be considered for award.

In your reply, please answer the following questions in the order presented. Be as detailed as you wish. Please respond only for the agency office from which you would plan to service our business if it were to be assigned to your agency.

1. GENERAL

- a. Give location (name, address and phone number) of agency's main office and list location of satellite offices, and identify relationship to main office, i.e., affiliate, sister, or other related business entity. Indicate with a "C" those offices giving complete agency services. (If you have an office in Toronto, please give names and titles of its management.)
- b. How many years has this office been in business under above name?

- c. List principal officers, capsule of background and time with agency.
- d. What was the total billing of your office of the agency for 2008, 2009, and projected for 2010?
- e. What percent of your billing is in each of the major media?
- f. What experience does your agency have with food and beverage products and other consumer accounts that you believe would be of distinct value in your work on our business?
- g. Please provide a brief description of each service you provide. If any services contemplated by this proposal, including services such as production, photography, retouching, etc. are offered under an affiliate, sister, or other related business entity, please describe relationship to the agency named in 1a above.
- h. If applicable, can your agency bill and receive payment directly on behalf of your affiliates or other related entities?
- i. If applicable, can your agency bill and receive payment directly on behalf of third payment vendors?

2. ACCOUNTS

- a. How many accounts do you have? (Submit list of names with location of principal point of contact. If you handle only a portion of the client's business, please indicate.)
- b. How long have you served these accounts? Give the number of accounts in each of the following categories:
 - i. More than 20 years
 - ii. 15 to 19 years
 - iii. 10 to 14 years
 - iv. 5 to 9 years
 - v. 2 to 4 years
 - vi. Less than 2 years.
- c. Based on this year's billings, how many accounts are in each of the following categories?
 - i. More than \$10,000,000.
 - ii. \$5,000,000 to \$10,000,000.
 - iii. \$1,000,000 to \$5,000,000.
 - iv. Below \$1,000,000.
- d. How many of your accounts changed to other agencies in the past two years? (Submit list showing name of account, how long it had been with you and whether it was resigned or lost.)
- e. Based on this year's billings, please identify your three largest accounts.
- f. How many accounts have been obtained in the past two years?

- g. How many consumer goods or services accounts do you have at present? (List names and years they have been with you.)
- h. Do you have any accounts that receive funding from USDA's Foreign Agricultural Service? If so, please list and state whether or not you represent those accounts in Canada.
- i. Do you handle any U.S. commodity accounts other than those listed in section h? If so, please list and state whether or not you represent those accounts Canada.
- j. Do you handle any foreign commodity accounts? If so, please list the commodity and country where representation takes place.

3. PERSONNEL & ORGANIZATION

- a. How many people do you employ on a direct, full-time basis?
- b. What are your agency's criteria for the people you hire?
- c. How is your agency organized? (Submit organization chart)
- d. Give brief description of the major departments; tell how they function and the number of operating (non-secretarial) persons in each.

4. MANAGEMENT

- a. Who in your organization would be the senior management person responsible for the Florida Department of Citrus account? Describe his/her (their) background, including length of service and experience with your agency and other agencies or client organizations.
- b. What percent of time would be spent on the Florida Department of Citrus account?
- c. What accounts would he/she (they) be handling in addition to the Florida Department of Citrus account?

5. ACCOUNT SERVICE

- a. Who would be the senior account person or persons responsible for the Florida Department of Citrus account?
- b. What accounts would he/she (they) be handling in addition to the Florida Department of Citrus?
- c. What percentage of his/her (their) time would be spent on the Florida Department of Citrus the first year_____? After the first year_____?
- d. Why is he/she (they) especially qualified to handle the Florida Department of Citrus account? (Give brief resume of experience.)
- e. Who would be responsible for basic policy, plans, strategy, and objectives? (Give name and titles.)

- f. To the fullest extent possible, give names, titles and basic experience/background of the account service, creative, media, and research personnel to whom you would assign primary responsibility for your business. Also indicate if personnel have food or beverage experience.
- g. If you were appointed as our agency, what would be your first action on our behalf? Your second? Your third?
- h. What would you attempt to accomplish for the Florida Department of Citrus during the first three months of our relationship?

6. ABSORPTION OF NEW ACCOUNTS

- a. What is your agency's procedure to taking over new accounts?

7. CONFLICT OF INTEREST

- a. We will not accept any conflicts of interest. Does your agency foresee any problems? (Fresh grapefruit, juices)

8. RESEARCH

- a. To what extent does the agency rely on research?
- b. How does your agency view the relationship between creativity and research?
- c. Can you, on later request, **show examples of creative effort guided by appropriate research** (yours or client's) which has resulted in securing a unique competitive advantage for one or more of your clients?
- d. Does your agency have research capabilities? If so, please describe your capabilities. If not, how does your agency coordinate and interpret research?

9. MEDIA

- a. Does your agency have media capabilities? If so, please describe your capabilities. If not, how does your agency place media?
- b. Over the years, the FDOC has recognized the increasing importance of the digital space. As such, it is important that the agency has a best in class digital practice. Please provide examples that illustrate the agency's interactive/digital media capabilities.

10. MARKETING PLAN

- a. What is your definition of a marketing plan for a client? Can you, on later request, present convincing evidence to show how you gather and analyze marketing data, arrive at logical, sound objectives, and prepare recommended integrated marketing plans and programs?

11. ADDITIONAL INFORMATION

- a. What, in your estimation, do you feel your agency has to offer the Florida Department of Citrus account that is unique and is not covered in this questionnaire?

12. FEE ARRANGEMENT

- a. The FDOC will compensate the agency by payment of hourly rates varying by employee category. This will serve as the agency's sole source of compensation. Please provide a schedule of cost rates by employee category associated with the actual key staff who will be assigned to the account.
- b. Is there flexibility to be paid in either Canadian or U.S. dollars?
- c. Do you have the financial ability to provide services and out-of-pocket expenditures on a cost reimbursement basis?

13. CREATIVE REEL

- a. Please provide samples of your work on a CD or flash drive. (Please provide 3 copies.)

14. SUMMARY

- a. Please provide three references among your clients for us to contact regarding your capabilities and services.
- b. Please provide three financial references.
- c. Please provide your Dun & Bradstreet number or an alternative method of verifying agency credit history.
- d. Please provide a summary of your internal control procedures, including an overview of billing procedures of third party costs. You may be required to submit invoices electronically. Please indicate your ability to do so.
- e. You will be required to provide certified financial statements if you are selected. Please indicate your willingness to do so.

CONTRACT TERM

This contract will be written for a three-year term.

EVALUATION CRITERIA

NOTE: Agency selection will be made on the following:

Description	Maximum Points
General	5
Experience - Advertising	10
Experience - Food and Beverage Companies	10
Experience - USDA/FAS Programs/Commodities	10
Personnel & Organization	15
Research	10
Media	10
Samples of work	15
Cost (fee arrangement)	10
Financial control/risk assessment	<u>5</u>
Total	100

SCHEDULE

Proposals posted on the Internet	February 18, 2010
Proposals Opened*	March 24, 2010 @ 11:00AM EDT
Review and Evaluation	March 24 – April 28, 2010
Posting of Selection	April 28, 2010
Contract Negotiations	May 4 – 14, 2010
Submit to the Florida Citrus Commission	June 9, 2010
Award Date	July 1, 2010

Note: The Florida Department of Citrus reserves the right to conduct a site visit during the “Review and Evaluation” period.

*Opening dates are firm and cannot be changed. All other dates are subject to change.

Emails and Faxed Proposals are not acceptable – Must be received no later than March 24, 2010, 11:00 AM EDT.

Questions about the content of this proposal should be directed to:

Mike Yetter, International Marketing Director
E-mail: myetter@citrus.state.fl.us
Telephone: (863) 537-3962, Fax: (877) 352-2487

Proposals MUST be submitted in triplicate with one additional copy suitable for automated copying to:

Florida Dept of Citrus
Dianne Screws, Director of Purchasing & Support Services
605 E. Main St., Bartow, Florida 33830

Please reference the RFP # on the outside of all mailings

Only direct questions about submitting proposals (not content) to:

Dianne Screws, Director of Purchasing & Support Services

E-Mail: dscrews@citrus.state.fl.us

Telephone: (863) 255-6084 or Fax: (877) 352-2487

Please take time to visit <http://dms.myflorida.com/purchasing> and print Form PUR 1000 and PUR 1001 to be included with you proposal as required documents.

REQUIRED DOCUMENTS CHECK LIST

Form PUR 7033, PUR 1000 and PUR 1001*

Crimes Entity, Notarized and Signed

Company History

Resumes of all persons responsible for the Florida Department of Citrus Account

Reference list, Name, phone number, name of project, e-mail if avail. _____

E-Mail for future notification, if available _____

*Inapplicable provisions of PUR 1001 – General Instructions to Respondents

The following are not applicable:

Section 3. Electronic Submission of Responses

Responses must be submitted in triplicate with one additional copy suitable for automated copying.

The Department reserves the right to reject any or all proposals and to waive minor irregularities.

Crimes Entity:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Discrimination:

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity,

may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Right to Audit:

The DEPARTMENT shall have the right to audit or inspect any and all records, reports, documents and such other supporting evidence as it deems necessary to verify compliance with the terms of this contract. The VENDOR shall provide such records in hard copy, machine-readable form, or both, as requested. VENDOR shall maintain such records and allow DEPARTMENT to exercise such right to audit for a period of three years after final payment on this contract, or longer if required by law. The VENDOR shall include the 'right to audit provisions' of this contract in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. Should DEPARTMENT exercise this right to audit, VENDOR shall provide adequate and appropriate workspace as well as access to photocopy machines and the right to interview current VENDOR employees and contact information for former employees.

Project Cost/Payment Terms

Please provide the total cost to complete the services outlined in this request, along with your terms for payment. If any payments are required upon execution of contract, or prior to any services being rendered, please also provide a full justification for the advance payment.

Financial Control/Risk Assessment

Do you publish financial statements on a regular basis? If so, how frequently? Are these statements available upon client request?

Do you engage an outside accounting firm to audit annual financial statements and/or to review internal control systems? If so, can you provide copies of these reports upon client request? If not, please provide a description of the internal controls in place to support your operation.

Can your company bill and receive payment directly on behalf of third-party vendors? To what extent can you pay third-party vendors, with reimbursement by the Department to follow in 30 days?

Note: the 2 above are a part of the overall evaluation Criteria.

To provide a more efficient, more effective government that fully harnesses the power of technology, the State of Florida is implementing an electronic method for conducting procurement identified as **MyFloridaMarketPlace**.

The State has created MyFloridaMarketPlace to enable government buyers (State Agencies and Eligible users) to conduct business with vendors over the Internet through eProcurement. eProcurement combines the use of Internet technology with procurement's best practices to streamline the purchasing process and reduce costs.

For additional information and insight you may visit the **MyFloridaMarketPlace** web site.

<http://dms.myflorida.com/mfmp>

MyFloridaMarketPlace Transaction Fee:

The State of Florida through the Department of Management Services has instituted MyFloridaMarketPlace, a statewide eProcurement system ("System"), with the assistance of a third party agent, Accenture LLP ("Third Party"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay. Because the Transaction Fee will be used, in part, to compensate Third Party for the development, operation, and maintenance of the System, Third Party is an intended third-party beneficiary of this paragraph imposing the Transaction Fee on payments.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, whether outside or within the State accounting system, the Contractor shall self report and pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the applicable purchase order or Contract.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Each contractor shall report and pay the Transaction Fee on a quarterly calendar basis, using Form PUR 3776 (07/03), which is hereby incorporated by reference. All information provided by the contractor is material and will be relied upon by the Department in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the contractor that it had no reportable sales for the quarter and that it owes no Transaction Fees. Any misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the contractor's business with the State. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes. Specific Authority: 287.042(12), 287.057(23) FS. Law Implemented 287.032, 287.042, 287.057 FS. History--New _____.