

**SUBMIT PROPOSAL TO:**

**STATE OF FLORIDA**  
**DEPARTMENT OF CITRUS**  
 1115 MEMORIAL BLVD./ P.O. BOX 148  
 LAKELAND, Florida 33802 - 0148  
**Telephone Number: (863) 499 - 2500**

STATE OF FLORIDA

**REQUEST FOR PROPOSAL**

**CONTRACTUAL SERVICES**  
**Acknowledgement**

Page 1 of 19  
Pages

PROPOSALS WILL BE OPENED **September 18, 2009 11:00 A.M. EDT**  
and may not be withdrawn within 30 days after such date and time.

PROPOSAL NO. # 09 - 02

AGENCY MAILING DATE:  
**August 3, 2009**

PROPOSAL TITLE: **General Market Advertising Services & Related Commodities and Services**

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME

REASON FOR NO PROPOSAL

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

**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 **Feb. 17, 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.

1. **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 SPURS 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
2. **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.
3. **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.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser..
  - (a) **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.
  - (b) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
  - (c) **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 SPURS 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 contractor's 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: \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

AUTHORIZED AGENCY SIGNATURE

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

## GENERAL MARKET ADVERTISING SERVICES & RELATED COMMODITIES AND SERVICES

### PURPOSE

The purpose of this RFP is to solicit proposals for the Florida Department of Citrus' (FDOC) domestic (United States only) advertising programs for the businesses and markets that the FDOC currently operates in or may operate in as future business needs arise. The ideal candidate(s) will be a full service advertising agency able to provide the following deliverables and services, as appropriate, and at the request and direction of the FDOC:

- strategic planning
- account management
- consumer and market research
- media research, planning, buying and placement; including internet
- creation of advertising concepts and designs; including television, print, online, web site, point-of-purchase
- broadcast, print, online, web site production
- work as part of an integrated agency partners/FDOC team
- promotional services
- day-to-day operations, such as color retouching, typesetting and mechanical production, etc.

A summary of the FDOC's current domestic advertising programs follow. The marketing mission, objectives, target audiences, marketing elements and budget may change for each business from year to year to reflect the marketplace, and upon approval of the Florida Citrus Commission (FCC).

The mission of the **Orange Juice** advertising program is to ensure that Florida orange juice is an indispensable part of the morning ritual because of its wellness and taste benefits. The current annual budget for FY 2009/10 is \$19,000,000, which includes agency compensation, production, media, research and travel.

The mission of the **Grapefruit** (juice and fresh fruit) advertising program is to encourage trial by new grapefruit users while increasing purchase frequency among current/lapsed users. The current annual budget for FY 2009/10 is \$1,200,000, which includes agency compensation, production, media, research and travel.

The FDOC's **Fresh Fruit** marketing programs historically have showcased the attributes of Florida grapefruit, orange and specialty fruit (tangerines and tangelos). Financial constraints have currently limited marketing efforts focused on this segment, but future programs may be required by FDOC.

### ABOUT THE FLORIDA DEPARTMENT OF CITRUS

The FDOC is an executive agency of state government established in 1935 by an act of the Florida Legislature. The FDOC'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

health and welfare and to 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 FDOC is a trust fund agency financed by an excise tax placed on each box of citrus moved through commercial channels within Florida. 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 state of Florida administrative costs.

The Florida Citrus Commission (sometimes referred to as the "commission") is the agency head and serves in the capacity of a board of directors for the FDOC. 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 all be citrus growers. Seven members of the commission must be exclusively growers; three members must also represent the processing industry; and two of the commissioners must also be fresh fruit shippers.

The commission oversees and guides the activities of the FDOC. 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 FDOC 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.

## **OPEN MEETINGS AND PUBLIC RECORDS**

Because the commission is a part of state government, it is subject to Florida's broad public meetings and records law, commonly referred to as the "Sunshine Law." The law provides a right of access to governmental proceedings. Respondents to this RFP should be aware that the proceedings of both the Evaluation Committee and the Florida Citrus Commission (serving as the Selection Committee) will be open to the public. The law requires that reasonable notice of such meetings be given, and minutes must be taken.

All documents submitted by respondents to this RFP will be considered public record. This means that any member of the public is legally entitled to request documents related to this RFP.

Florida law does provide an exception to public records for bona fide trade secrets. Certain non-public financial information submitted in response to this solicitation should be clearly marked "confidential trade secret" on every page.

Respondents are advised to consider whether creative material submissions should be protected through copyright.

## **MINORITY PARTICIPATION**

The state of Florida is committed to supporting its diverse population by providing increased opportunity and diversity in state contracting processes. By submitting a response to this RFP and winning the business, a vendor will be committing to implement business operations that encourage vendor diversity in subcontracts. At a minimum, the contractor will give consideration to minority and

women business enterprises in all subcontracting opportunities as well as routine acquisitions supporting day-to-day operations in fulfilling the contractual obligations outlined in this RFP. The contractor will also provide monthly and quarterly reports of expenditures and projected expenditures with minority and women businesses as well as status reports.

### **CONTRACT LIFE AND RENEWAL**

The initial contract will be for three years with the FDOC having the option of a renewal on the same terms of the initial contract for a period not to exceed two additional years. The exercise of such an option is subject to approval by a majority of the full commission. Notwithstanding this provision, a standard ninety-day not-for-cause termination provision will also be included in the final executed agreement.

### **EVALUATION COMMITTEE AND SELECTION COMMITTEE**

Florida Administrative Code, Chapter 20-104.004 provides: A selection committee consisting of the Florida Citrus Commission shall be responsible for procuring contractual services unless such responsibility is otherwise delegated. The selection committee's duties shall include:

1. Evaluation of advertising opportunities presented to the FDOC.
2. Establishment of selection criteria.
3. Screening any initial proposals and selection of finalists where formal presentations or further proposal development are necessary.
4. Negotiation of price and other terms.
5. Final selection of provider.

The full Florida Citrus Commission has exercised a delegation of certain duties named above to an evaluation committee, but it has retained the authority to make the final selection of the provider(s) [5. above]. The remaining requirements under this rule, including establishing selection criteria, evaluation of advertising opportunities, screening of initial proposals, and contract negotiations [items 1., 2., 3. and 4.] will be conducted by the evaluation committee. The final contract will also be presented to the commission for approval prior to execution, as required by law.

### **ISSUING OFFICER**

The issuing officer, acting on the evaluation committee's behalf, is the sole point of contact with regard to all procurement matters relating to this RFP, from the date of issuance of this RFP until the FDOC's Notice of Agency Decision.

All communication concerning this procurement should be addressed in writing to the issuing officer:

Dianne Screws, Director of Purchasing and Support Services  
PO Box 148  
Lakeland, FL 33802-0148  
[dscrews@citrus.state.fl.us](mailto:dscrews@citrus.state.fl.us)  
fax 863-284-4220

### **RESTRICTIONS ON COMMUNICATION**

Agencies replying to this RFP or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting the notice of intended

award, any employee or officer of the FDOC, FCC or evaluation committee concerning any aspect of this solicitation, except in writing to the issuing officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a reply.

**WARRANTY AGAINST USE OF FINDER FEE AGREEMENT**

Responding entities warrant that no person or selling agency has been employed or retained to solicit or secure an agreement pursuant to this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the FDOC shall have the right to terminate any contract in accordance with the termination clause, and in its sole discretion, to deduct from that contract any cost or consideration or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee.

**SELECTION TIMELINE**

The following event dates and times are set forth for informational and planning purposes. **The one firm date and time is 11:00 a.m. EDT September 18, 2009, the date by which agency proposals must be received by FDOC. With the exception of the submissions due/bid opening date,** the FDOC reserves the right to change any of the other dates or times.

<b>EVENT</b>	<b>DATE AND TIME DUE</b>
Request for Proposal posted	August 3, 2009
Vendors submit written questions about the RFP process, or requests for clarifications to the issuing officer no later than	August 11, 2009
Answers issued in addendum to RFP	August 18, 2009
<b>Submissions due to FDOC/bid opening</b>	<b>September 18, 2009 @ 11:00 a.m. EDT</b>
Evaluation committee scoring – determine semi-finalists	to be determined – no later than 11/18/09
Chemistry and credential site visits complete	to be determined – no later than 12/14/09
Evaluation committee scoring – determine finalists	to be determined – no later than 12/15/09
Assignment & supporting materials issued to finalists	to be determined – no later than 12/17/09
Finalist presentation to evaluation committee; Evaluation committee scoring & ranking	to be determined – no later than 2/16/10
Evaluation committee recommendation to selection committee and final vote	to be determined – no later than 2/17/10
Contract negotiations complete	to be determined – no later than 3/16/10
Contract approval by FCC	to be determined – no later than 3/17/10

**RFP CLARIFICATION PROCESS**

The FDOC will not hold a pre-submission agency conference in association with this RFP. Instead, a single round of clarification questions will allow agencies to seek clarification concerning the RFP

terms, conditions, and requirements as well as the associated reply submission and evaluation processes. Questions relevant to this RFP must be timely mailed, faxed, or e-mailed to the issuing officer. Agencies must observe the time schedule for submitting questions. This schedule will ensure that the issuing officer has adequate time to respond to all questions and that the responses will be provided to agencies in time to be incorporated into their respective replies. A copy of all questions along with the issuing officer or evaluation committee's responses will be issued as an addendum to the RFP. Public records requests submitted by agencies will be answered as promptly as possible in the ordinary course of business but will not be answered as part of the question and answer process described above. Responses to public records requests will be furnished to the requesting agency only.

**DISQUALIFICATION FOR NON-RESPONSIBILITY**

Business stability and wherewithal to perform and support the FDOC are required. An agency will be rejected as non-responsible if, in the FDOC's judgment after evaluating documents submitted in response to this RFP, it does not possess the capability to perform the contract requirements, has a conflict of interest in serving the FDOC, or fails to demonstrate sufficient responsibility, security, integrity, and reliability to assure good faith performance.

**SELECTION CRITERIA**

1. The evaluation committee will evaluate all eligible submissions based on the following criteria:

<b><u>Description</u></b>	<b><u>Maximum Points</u></b>
General	10
Billings & Accounts	20
Management/Account Service	30
Media	25
Creative/Production	30
Research/Measurement	25
Financial Controls/Risk Assessment	20
<u>Compensation</u>	<u>20</u>
Total Possible Points:	180

Prior to evaluation of agency replies, the FDOC will reach a preliminary determination of financial responsibility on each agency responding to the RFP and its substantial subcontractors, if applicable. The preliminary determination will be accomplished by means of business reports from Dun & Bradstreet or business credit reports from credit reporting agencies. In order to have its reply evaluated, an agency and its substantial subcontractors, if any, must receive a favorable preliminary determination of financial responsibility. Agencies and substantial subcontractors, if applicable, must provide their respective legal names and Dun & Bradstreet D-U-N-S numbers.

2. Based on scoring criteria in "1." above, up to eight semi-finalists with the highest cumulative points will be asked to host site visits by the evaluation committee. The purpose of these fact-finding "chemistry and credential" visits will be for the committee to meet the agency team that will work on the FDOC account on a daily basis and learn more about the structure, culture and philosophy of the agency.

## **FINANCIAL REVIEW**

The agency selected to provide services under this RFP will be required to make payments to third-party vendors on a cost reimbursement basis in excess of ten million dollars annually. The agency will invoice FDOC for its services and any services provided by third parties. The agency is responsible for payments to third parties as Chapter 215.956 Florida Statutes prohibits direct payment by FDOC to third-party vendors.

Therefore, semi-finalist agencies will also be subject to further review by the FDOC Inspector General and Comptroller based on evaluations of internal control procedures provided in the reply and certified financial statements as requested.

In order for the semi-finalists to proceed to the finalist stage or for the FDOC to enter a contract with an agency, the agency and its substantial subcontractors, if any, must receive a favorable determination of financial responsibility and pass the FDOC's background investigation.

Any semi-finalist and its proposed substantial subcontractors will be required to submit certified financial statements in conformity with generally accepted accounting principles for the last two years.

All certified financial statements shall include the auditor's report as well as any management letters that have been received. If an agency or substantial subcontractor does not have the requisite certified financial statements, the FDOC will accept federal income tax returns in lieu thereof, for the year(s) for which certified financial statements are not available.

Organizational changes affecting the apparent successful agency shall not impede the financial review. If, due to a merger, combination, buy-out, or other restructuring ("organizational change"), the apparent successful agency does not have the requisite certified financial statements or, if applicable, federal income tax returns, then in that event each legal entity participating in the organizational change shall submit certified financial statements or federal income tax returns, as applicable, for the last two years, for the respective entity as it existed prior to the organizational change.

Upon notification that an agency has been selected as a semi-finalist by the evaluation committee, certified financial statements or, if applicable, federal income tax returns for the apparent successful agency and its substantial subcontractors must be submitted to the FDOC expeditiously. Any certified financial statements or, if applicable, federal income tax returns that become available during the procurement process must be submitted immediately upon receipt by agency in a semi-finalist status.

If, in response to this RFP, the apparent successful agency submits a consolidated financial statement or federal income tax return of its parent company, the parent company must serve as financial guarantor of agency. Parent companies that serve as financial guarantors of subsidiary firms that submit replies to the RFP and become the apparent successful agency shall be held accountable for all terms and conditions of the contract and shall execute the contract as guarantor. The FDOC shall hold all such firms jointly and severally responsible for carrying out all activities required by the contract.

Certified financial statements must be the result of an audit of the entity's records in accordance with generally accepted auditing standards by a certified public accountant. The financial statements must include balance sheets, income statements, statements of cash flows, statements of retained earnings, and notes to the financial statements for both years.

If the laws applicable to the apparent successful agency or substantial subcontractor are of a country other than the United States and render the agency or substantial subcontractor unable to provide certified financial statements, documents that provide the same level of assurance as certified financial statements must be submitted in lieu thereof. The financial statements will be reviewed to determine the financial responsibility of the agency. The contractor will be required to submit certified financial statements, as previously described, at the conclusion of each fiscal year for the duration of the contract.

Information from the site visits and financial reviews will be used to select up to 5 finalists.

3. The finalists will be asked to present recommendations to the evaluation committee answering the following questions (the "assignment"):

- What is the strategy that you would employ to take Florida orange juice into the future?
- The current health and wellness strategic direction has been in place for five years. Is this the correct course? If so, explain your answer. If not, why, and what is the correct positioning and why?

Identical supporting materials and data will be provided to all finalists for completion of assignment. Presentation should include and incorporate research, creative, and media recommendations, both television and digital.

These presentations will be evaluated as follows:

Understanding Citrus Issues	10
Proposed Method(s) for Evaluation of Programs	20
Proposed Marketing Plan	35
<u>Proposed Creative Recommendations</u>	<u>35</u>
Total Possible Points:	100

**NOTE: The Florida Department of Citrus reserves the right to contract separately for the orange juice business, the grapefruit juice and fresh fruit businesses, or any combination of the businesses.**

### **COSTS ASSOCIATED WITH REPLY**

Neither the FDOC nor the state of Florida shall be liable for any of the costs incurred by an agency in preparing or submitting a reply, including, but not limited to preparation, copying, postage, and delivery fees and expenses that may be required by the RFP.

### **CONFLICT OF INTEREST AND DISCLOSURE**

Agencies, joint venturers, partners, and substantial subcontractors must complete and submit the information requested on the Conflict of Interest and Disclosure Form, Attachment I, or indicate "not applicable" if no disclosures are necessary. Replies from agencies who have active client relationships

that would pose a conflict of interest with the FDOC will not be eligible for consideration. These associations include, but are not limited to, fruit juices and drinks, bottled water, fortified water, nutraceuticals and sports drinks. Agencies who believe a potential conflict of interest may exist or may be perceived to exist should provide an explanation on an attachment to the form.

## **INSTRUCTIONS FOR PREPARING AND SUBMITTING REPLIES**

### **REPLY LABELING**

Each agency's reply and contract qualification submission must be in a sealed container(s) and must be identified as the agency's reply. *Electronic submissions (e-mails or faxes) will not be accepted.*

**The exterior of each container shall contain the following information:**

Project RFP #09-02  
Request for Proposal for  
General Market Advertising Services & Related Commodities and Services  
Due September 18, 2009, 11:00 AM EDT  
Agency's Name

### **REPLY CONTRACT QUALIFICATION DOCUMENTS**

All replies shall be sent or delivered to the Florida Department of Citrus, Purchasing Office, 1115 E. Memorial Blvd., Lakeland, FL 33801. Upon receipt, the FDOC will stamp each container with the date and time of receipt.

### **COPIES OF REPLIES**

Agencies shall deliver an original and eight (8) copies of their reply no later than the date and time set forth in the timetable. In addition, the original and each copy of the reply should contain an electronic version of the reply on a CD in a single .pdf file format. An original reply must contain originals of all documents required to be submitted by agencies, and/or substantial subcontractors, if any.

### **EXECUTION OF REPLY**

Each original reply must contain the original signature of an authorized representative who can legally bind the agency in a contractual obligation. Each reply should be typed. Each reply should be submitted with agency's name and page number on each page.

Each reply should include a transmittal letter that identifies the submission as "Reply for General Market Advertising Services & Related Commodities and Services." The transmittal letter should identify the agency, its address, telephone number, fax number, email address if applicable, and the name and title of the authorized representative submitting the reply. The letter should identify any and all substantial subcontractors.

The transmittal letter should include recommended individual contact information for the agency's security and financial references, and any other specific contacts identified by the agency.

## REPLY FORMAT

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 including but not limited to creative examples of executed advertising must be in the English language.

In order to expedite the evaluation of the reply, agencies should follow the below format and instructions:

- Replies should be submitted in 8.5" by 11" format.
- Replies should be in a 3 ring binder and each should be identified as applicable "original" or "copy" (copies and their corresponding CD's should be numbered sequentially).
- Reply binders should be clearly labeled on the front cover and spine.
- All pages should be consecutively numbered.
- All major sections should have a divider page with a tab. The name of the section should be printed on the tab.
- The reply format should be as follows where Tabs 1-14 represent specific item-by-item responses to the specifications of RFP:
  - Table of Contents
  - Tab 1 Transmittal Letter, Form PUR 7033, Crimes Entity-Notarized and Signed
  - Tab 2 General Overview
  - Tab 3 Accounts & Billings
  - Tab 4 Personnel, Agency Management & Staffing Plan
  - Tab 5 Agency Management and Account Service
  - Tab 6 Strategic Planning Capability
  - Tab 7 Creative Overview
  - Tab 8 Media
  - Tab 9 Production
  - Tab 10 Research & Measurement
  - Tab 11 Compensation
  - Tab 12 Integrated Marketing Program
  - Tab 13 Financial Information
  - Tab 14 Forms PUR 1000 & 1001\* (see - Additional Purchasing Instructions section)

## EACH REPLY SHOULD CONTAIN THE FOLLOWING:

### Agency Qualifications and Experience

If the agency has multiple office locations, the FDOC would prefer to work with a full service agency that can provide all services from a single office including strategic planning, creative, account

management, media planning and buying, production and research. The FDOC consider alternative ways of managing the business; however, a single source provider is preferred.

## 1. General

- a. Name, address and phone number of agency main office as well as the same information for office providing service to the FDOC.
- b. Years in business under above name.
- c. Complete history of the company's structure for the past 5 years.
- d. Total years in business, including other names.
- e. Nature of ownership: privately held, publicly traded, etc.
- f. Principal officers, capsule of background and time with agency.
- g. Number of offices. List locations, domestic and global, and relationship to main office, i.e., affiliate, sister, or other related business entity. Include the type of service(s) provided by that entity and whether it is expected that these services will be provided to FDOC under this RFP.
- h. Which office would service our account? Please indicate names and titles of its management.
- i. How many years has this office been in business?
- j. 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, as well as location, to the agency named in 1a above. In addition, please provide written documents which evidence any business relationship described.
- k. If you listed related entities in 1g above, please describe the nature of billings for services provided by them under this proposal (i.e. hourly rate, flat fee, etc.). Please provide a schedule of charges related to the services described therein.
- l. Historical information concerning mergers, sell-offs, buy-outs, etc., and the business reasons for these decisions.
- m. If applicable, can your agency bill and receive payment directly on behalf of your affiliates or other related entities?

Please provide three case histories that demonstrate the agency's experience in providing similar type of services sought through this RFP.

## 2. Accounts & Billings

- a. Please chart your billings for the last ten years.
- b. Please illustrate your billings by individual media, e.g. magazines, newspapers, television, radio, internet, outdoor, other.
- c. How many accounts do you currently have? Submit list of names of all accounts with locations and principal point of contact. If you handle only a portion of the client's advertising, so indicate.
- d. How long have you serviced these accounts? Give the number of accounts in each of the following categories:
  - i. Over 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
- e. Based on this year's billings, how many accounts are in each of the following categories?

- i. Over \$50,000,000
  - ii. \$25,000,000 to \$50,000,000
  - iii. \$15,000,000 to \$25,000,000
  - iv. \$10,000,000 to \$15,000,000
  - v. \$5,000,000 to \$10,000,000
  - vi. \$1,000,000 to \$5,000,000
  - vii. Below \$1,000,000
- f. How many of your accounts changed to other agencies in the past three years? Submit list showing name of account, how long it had been with you and whether it was resigned or lost.
  - g. Based on this year's billings, which are your three largest accounts?
  - h. How many accounts have been obtained in the past three years?
  - i. The FDOC considers the following categories conflicts of interest – fruit juices and drinks, bottled water, fortified water, nutraceuticals and sports drinks. Please list any food, beverage or agricultural commodity account that you currently service.
  - j. How many consumer goods or services accounts do you have at present? List names and years they have been with you.

### **3. Personnel, Agency Management & Staffing Plan**

Please provide a description of the agency's plans for staffing the FDOC in the following areas:

- Account Management
- Creative Management
- Media Management
- Production Management
- Research Management

The staffing plan should include position titles, duties and responsibilities.

Résumés or bios not exceeding 2 pages should be provided for proposed staff to work on the FDOC account in items 1-5 above. Personnel and positions integral to the performance of the required services in response to this RFP must be identified. If recruitment of personnel to fill a position will be required, the response should describe the agency's criteria for selection. If the staffing plan includes the use of employees from locations other than the primary service office, consultants, free-lance, part-time, or contract staff a description of agency's proposed use should be provided.

### **4. Agency Management & Account Service**

Describe/outline the management team that would be responsible for the FDOC account. For each person, provide a brief background, relevant experience, role and amount of time expected to be dedicated to this account. Please illustrate specific experience related to CPG, beverages, commodity marketing and trade associations.

- a. What accounts would each person be handling in addition to the FDOC?
- b. Who would be the senior person or persons responsible for the FDOC account?
- c. What accounts would he/she be handling in addition to the FDOC?
- d. What percentage of his/her time would be spent on the FDOC account the first year? After the first year?
- e. Why is he/she especially qualified to handle the FDOC account?
- f. Who would be responsible for basic policy, plans, strategy and objectives?

- g. How many people do you currently employ on a direct, full-time basis? One year ago? Two years ago?
- h. What are your agency's criteria for the people you hire?
- i. Give a brief description of the major departments, describe how they function and indicate the number of operating (non-secretarial) persons in each.

Personnel represented as integral to the performance of the required services in response to this RFP may be changed only with prior written permission from the FDOC. Any replacement personnel must possess at least equivalent skills and experience as the personnel being replaced. Proposed changes of personnel are subject to the FDOC's prior written approval.

## **5. Strategic Planning**

- a. Describe your agency's strategic planning capabilities and process.
- b. What department has responsibility for the SP function? If separate from account service, describe the interaction of the two departments.
- c. What role does research play in the SP process?

## **6. Creative**

- a. What is your agency's creative philosophy?
- b. Give three examples of recent creative case histories that best demonstrate the agency's creative ability.
- c. Is the creative department involved in helping to develop objectives and strategies? Describe how the creative process works within your agency.
- d. Who would be the senior creative person or persons responsible for the FDOC account?
- e. What percentage of his/her time would be spent on the FDOC account the first year? After the first year?
- f. Why is he/she especially qualified to handle the FDOC account?
- g. How and how often does the senior creative person(s) interact with the client? With the agency's account service team?

## **7. Media**

Please describe the agency's philosophy and approach towards today's rapidly changing media environment. Provide examples that illustrate how you are positioning your clients using integrated media strategies.

- a. Description of the resources and capabilities of the agency's media department and practices used to ensure efficient and effective media placement.
- b. List staff, experience, and tenure with the agency.
- c. What is the operating structure of the media department, e.g., integrated into agency, part of a multi-agency media buying consortium, use outside media buying service, other.
- d. 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 two case histories that illustrate the agency's interactive/digital media expertise.
- e. As a department of state government, the FDOC is prohibited from paying for markups or commissions related to costs, including media. Does your agency charge a fee for buying

media on your clients' behalf? If this is your agency's general practice, are you able to alter this practice as a condition of winning this business?

- f. Briefly describe your media-buying process for a 12-month period, noting if media is purchased directly or if purchases are outsourced.
- g. Describe any additional services offered by the agency for consideration by the FDOC as added value.

## **8. Production**

- a. Description of the resources and capabilities of the agency's production capabilities for broadcast, digital and print.
- b. Illustrate the practices used to ensure efficient and effective production.
- c. List staff, experience, and tenure with the agency who will be assigned to the business.
- d. Are you currently producing TV commercials and magazine ads in Florida? What percent of your TV production is shot in Florida? What percent of magazine ad photography is shot in Florida?
- e. Are your agency producers' full-time employees or freelance producers? If freelance, how is the producer determined?

## **9. Measurement**

Measurement is an integral part of the fabric of the FDOC and its programs. The FDOC employs the following measurement tools:

- Millward Brown – advertising tracking, copy testing
- Nielsen & Nielsen HomeScan – syndicated data, consumer insights
- Russell Research – concept testing
- Mintel International – consumer insights
- The Hartman Group – consumer insights
- TNS Media Tracking – competitive media monitoring/insights
- Opinion Dynamics – custom opinion/market research
- NPD – consumer diary studies, focus groups
- Marketing Accountability Partnership - ROI study

Please describe your agency's philosophy and experience on using copy testing, media mix modeling and market intelligence to guide strategic and campaign development.

Identify specific cases in which marketing research was used in the development of advertising strategies and tactics.

Can you, on later request, show examples of creative efforts that have been guided by research which resulted in securing a competitive advantage and results?

## **10. Compensation**

As noted in "6. Media" above, the agency will collect no commission on media or production and all hard costs will be billed on a net basis.

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.

## **11. Integrated Programs**

Please explain your agency's philosophy and approach to executing integrated marketing programs.

Please provide any examples you believe will help illustrate how you would execute an integrated program across all media – broadcast, digital, print, in-store.

## **12. Financial Information**

Please provide your Dun & Bradstreet number or an alternative method of verifying agency credit history.

Please provide three financial references.

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.

You will be required to provide certified financial statements if you are selected as a semi-finalist.

## **ADDITIONAL PURCHASING INSTRUCTIONS**

\*Form PUR 1000 and PUR 1001 are located at the following website:

<http://dms.myflorida.com/purchasing>. Print these forms to be included with your proposal as required documents.

### **Inapplicable provisions of PUR 1001 – General Instructions to Respondents**

The following are not applicable:

Section 3. Electronic Submission of Responses

Responses will be submitted in accordance with "Reply Labeling" section above.

### **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.

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 should visit the **MyFloridaMarketPlace** web site.

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