

SUBMIT PROPOSAL TO:

STATE OF FLORIDA
DEPARTMENT OF CITRUS

605 E. MAIN ST., BARTOW, FL 33830 -OR-
PO BOX 9010, BARTOW, FL 33831

Telephone Number: (863) 537-3984

STATE OF FLORIDA

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES
Acknowledgement

Page 1 of 13
Pages

PROPOSALS WILL BE OPENED November 15, 2018, 2:00 P.M. EST
and may not be withdrawn within 30 days after such date and time.

PROPOSAL NO. # 18-01

AGENCY MAILING DATE:
August 15, 2018

PROPOSAL TITLE: Orange Juice, Grapefruit Juice and Other Beverage Retail Sales
Data

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 120.57(3), Florida Statutes, shall constitute a waiver of
proceedings under Chapter 120, Florida Statutes. Posting will be on or about December 13,
2018

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

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.

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this original acknowledgement form must be
executed and submitted in a sealed 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 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, (866) 352-3776 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 or purchase order number and the contractor's MFMP
vendor number. An original and one (1) copy 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 112.061 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 Financial Services. 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 Chief Financial Officer 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 Financial Services. 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 (850)413-5516 or by calling the State Comptroller's Hotline,
1-800-342-2762. 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(1) 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 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), 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 120.57(3)(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, 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. 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 re-procurement 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.
- FACILITIES:** The State reserves the right to inspect the proposer's facilities at any time with prior notice.
15. **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.
16. **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.
- 17.

**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 five 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 for 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

## Orange Juice, Grapefruit Juice and Other Beverage Retail Sales Data

### I. BACKGROUND

The Department of Citrus (Department) is an executive agency of the Florida State Government whose purpose is to maximize consumer demand for Florida citrus products to ensure the sustainability and economic well-being of the Florida citrus grower, the citrus industry and the State of Florida. Department is responsible for conducting a wide variety of programs in both domestic and foreign markets involving industry regulation, scientific, market and economic research, advertising, marketing, public and industry relations, and consumer promotions.

### II. STATEMENT OF PURPOSE

1. **NEED** – The FDOC, herein referred to as the Department, requires timely and reliable information about retail orange juice (OJ), grapefruit juice (GJ) and other beverage sales.
2. **OBJECTIVE** – The Department’s objective is to continue to provide consistently relevant reports and analyses in support of the citrus industry and its associates covering a wide range of beverages across diverse retail channels.
3. **REQUIREMENTS** – The Department requires an ongoing, custom database that tracks weekly retail sales of 100% OJ, GJ, OJ and GJ juice blends and drinks. In addition, the Department requires annual household (panel) data for OJ, GJ and other beverage sales across all channels. Specifically, vendor shall meet the following requirements:
  - A. Data Company collects UPC scanning data from U.S. food retailers, major drug retailers, mass merchandisers, supercenters, convenience stores, etc. and panel data from U.S. households across all grocery departments and retail channels, with particular emphasis on beverages (particularly juices and juice drinks).
  - B. Data Company should provide ample evidence of high quality system for collection of scanning data and household data.
  - C. All methodology must be in keeping with accepted industry practices and meet the Department’s approval.
  - D. Data Company should provide ample evidence of well-developed syndicated definitions, databases and report platforms already in place.
  - E. Data Company must have the capabilities to develop custom definitions, databases and reports.
  - F. Data Company should offer services beyond retail beverage data collection and reporting including, but not limited to: fresh fruit data, shopper marketing measurements, retail shelf space studies, analysis, presentation development, writing and conducting surveys.

### **III. SCOPE OF SERVICES**

#### **1. SERVICES AND RESPONSIBILITIES**

##### **A. State Requirements**

Bidding agency acknowledges that Department is a governmental state Agency and that Department is bound by state laws, rules and policies, which must be followed by Vendor when providing such services. These laws, rules and policies include Chapter 601, F.S. (Florida Citrus Code), Chapter 287, F.S. (Procurement), Chapter 119, F.S. (Public Records) and Chapter 20, F.A.C. (Department Rules and Regulations) and FDOC Purchasing, Fiscal and Travel Policies.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., (2002), all payments shall be assessed a Transaction Fee, which the Vendor shall pay to the State; refer to section III.2.H. of RFP.

##### **B. Scope of Work**

###### **1) Core U.S. OJ and GJ Sales Data**

The Department currently has a historical database of information in the U.S. juice and juice drink market and in major U.S. retail markets. Database is UPC driven, and the Department has control of UPC placement within subcategories. Vendor must:

- a. Supply data that corresponds to Department's current database.
- b. Supply at least five years of historical weekly data from execution of contract, then 120 weeks of data maintained on a custom database, updated every 4 weeks.
- c. Data will be available at the weekly level, as well as 4-week aggregates, with the capability to aggregate periods such as 52-week, YTD, Seasonal Period, etc. and compared to the same period year ago.
- d. Desegregate data as specified in Core U.S. OJ and GJ Sales Data (see Attachment A)

###### **2) Additional Data Services**

- a. Household panel data (see Attachment B)
- b. Ad hoc or subscription to retail sales data (see Attachment C)
- c. Other juice and beverage data (see Attachment D)
- d. Other ad hoc data/reports upon Department's request

3) Vendor Visits

Vendor shall provide initial visit, annual visits, and other visits to Department upon request.

**C. Services and Deliverables**

1) Core U.S. OJ and GJ Sales Data

- a. Upload of applicable data to database every 4 weeks on scheduled day
- b. Detailed invoice for regular data services

2) Additional Data Services

- a. Project Summary in accordance with section III.2.B.
- b. Detailed invoice

3) Vendor Visits

- a. Initial and annual visits shall be at vendor's expense upon request of the Department.
- b. Other visits, as requested by Department, shall be paid by Department per contract travel requirements, unless covered differently in scope of project for ad hoc study or report.

**D. Purchasing**

As stated in section III.A., the Department is an executive agency of the State of Florida and must abide by all purchasing rules as mandated by the section 287, Florida Statutes and Rule 60A, Florida Administrative Code.

**E. Staffing**

Vendor agrees 1-2 project/account managers will be assigned and become the primary contact(s) for Department.

**F. Publications**

N/A

**G. Performance Measurement**

- 1) Vendor agrees to provide Department written reports and/or oral presentations on the progress of the above referenced services at such times as designated by Department and agreed to by Vendor to disseminate preliminary information, the final report, program plans, concepts and/or results or to explain delay in delivery of same.
- 2) Proof of performance will be provided by Vendor to the Department prior to an invoice payment and will be demonstrated by, but not limited to:

- a. Custom database that tracks weekly retail sales
- b. All additional data services meeting requirements of Project Summary.
- c. Comply with Department's request for an initial visit, annual visits, and other Department requested visits.

**H. Use of Name**

N/A

**I. Ownership**

N/A

**J. Conflict of Interest**

N/A

**K. Other Services, Special Requirements, and Responsibilities**

N/A

**2. CONSIDERATIONS**

**A. Amount**

The total amount for vendor services and expenses shall not exceed Department's approved budget each fiscal year. Over the past four years the Core services and Household panel data combined have ranged from \$270,000 to \$320,000 per fiscal year. The Department seeks a competitive bid to ensure the continuity for these services under current budget availability.

Please supply separate quotes for a three-year beginning July 1, 2019 and ending June 30, 2022 with optional three-year renewal at Department's option:

- 1) U.S. core data (Attachment A)
- 2) Household panel data (Attachment B)
- 3) Retail and store level data (Attachment C)
- 4) Other juice and beverage data (Attachment D)
- 5) If price economies for bundled purchases are available, Vendors are encouraged to include a separate quote for bundled services.

Outline your terms for payment for each product deliverable in Attachments A-D separately. If price economies for bundled services are available, outline your terms for payment accordingly. If any payments are required upon execution of contract, or prior to any services being rendered, a full justification for the advanced payment is required.

**B. Project Summary**

1) Prior to incurring costs for an ad hoc project/report, a Project Summary procedure must be followed. At a minimum, the Project Summary will describe the



services to be performed, costs, list of data parameters, period of activity, due date and expected performance measures for the approved activity.

2) Should additional funds be required for any reason, Vendor shall, prior to incurring the additional costs, prepare a Revised Project Summary and submit it with an appropriate explanation to Department for approval.

3) Except for the employment of agents at its own expense, Vendor shall not engage third parties to perform any services or otherwise obligate or commit Department for expenses or payments of any kind without specific prior written approval of Department via a Project Summary.

### **C. Travel**

Travel, **if applicable**, shall be reimbursed with prior written approval via cost estimate, and in accordance with rates specified in Section 112.061, Florida Statutes

### **D. Method of Payment**

Department shall require an invoice referencing the Project Summary (if required) and outlining the services provided forty (40) days prior to each scheduled payment as specified in 215.422, F.S.

### **E. Financial Consequences**

Vendor fees and reimbursement for costs incurred are paid after services are rendered, subsequent to receipt of invoice, proof of adequate performance (section III.1.G), and pre-audit of supporting documentation (section III.2.D). Additional financial consequences shall be specified in contract, in accordance with s. 287.058(1)(h).

### **F. 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 five 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.

### **G. 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.

The FDOC is prohibited from making payment to other than the primary contractor. To what extent can you pay 3<sup>rd</sup> party vendors, with reimbursement by FDOC to you to follow in 30 days?

#### **H. MyFloridaMarketPlace Transaction Fee**

The State of Florida through the Department of Management Services has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%); or seven-tenths of one percent (0.7%) if in accordance with Senate Bill 2502-A, which the Vendor shall pay.

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

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

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

For additional information and insight you should visit the **MyFloridaMarketPlace** web site. <http://dms.myflorida.com/mfmp>

#### **I. 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.

**J. 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.

**K. Nondiscrimination and Compliance**

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement as prescribed by all applicable state and federal laws and regulations. COUNSEL shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

**L. Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**M. Other Special Requirements**

N/A

**IV. TERMS OF AGREEMENT**

Length of service to be provided shall be for a three-year period with a three-year renewal at the Department's option. This contract shall be effective upon execution by both parties.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature as specified in 60A-1.016(2)(c), F.A.C.

All Department contracts require a termination clause upon written notice to Vendor, submitted a specified number of days prior to termination. Department will be responsible for all services rendered within the scope of the contract.

## V. EVALUATION CRITERIA

Each proposal will be evaluated and ranked by a committee of staff members familiar with the business. Points will be awarded as follows from a possible total of 100:

Experience collecting and reporting retail sales data	25
Experience collecting and reporting panel data	25
Cost <sup>1</sup>	20
Ancillary products/service availability	20
Project Payment Terms	5
Financial Control/Risk Assessment	5
Total	<u>100</u>

<sup>1</sup> Price is required per s. 287.057(1)(b)(3a), F.S.

## VI. Schedule of Events

Request for Proposals posted on the Internet	August 15, 2018
Questions Due (If applicable)	September 7, 2018, 5:00PM EDT
Posting of Answers to Questions	September 14, 2018
Proposals Opened *	November 15, 2018, 2:00PM EST
<b>*Proposals received after this time, are not eligible for award.</b>	
Review and Evaluation	November 26 thru December 7, 2018
Posting of the Award Selection	December 13, 2018
Submitted to the Citrus Commission	December 19, 2018
Award Date (or sooner if applicable)	July 1, 2019

**\*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 November 15, 2018, 2:00 PM EST.

## VII. Submittal Information

**Five (5) copies of your proposal MUST be submitted with one of those copies suitable for automated copying or electronic media to:**

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

**Please reference the RFP # on the outside of all mailings**

**Questions about this proposal should be directed to:**

Dianne Screws, Director of Purchasing & Support Services

E-Mail: [dscrews@citrus.myflorida.com](mailto:dscrews@citrus.myflorida.com)

Telephone : (863)537-3984 or Fax: (850) 617-6493

**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 \_\_\_\_\_

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

**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 as explained above.