**Invitation to Negotiate (ITN)**

***Actuarial Services for the Stanley G. Tate Florida Prepaid College Program***

**Florida Prepaid College Board**

**Issue Date: October 11, 2016**

**Questions Deadline: October 21, 2016, 5pm EST**

**Responses to Questions: October 26, 2016**

**ITN Response Deadline: November 10, 2016, 12 Noon EST**

**ITN# 16-03**

**COMMODITY CODES (UNSPSC)**

**80101512**

Table of Contents

[SECTION I – INTRODUCTION 1](#_Toc459122745)

Background\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1

Purpose\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2

[A.](#_Toc459122751) Mandatory Qualifications 3

[B.](#_Toc459122752) Timeline 4

[SECTION II – DESCRIPTION OF THE PROGRAM AND SCOPE OF SERVICES 5](#_Toc459122753)

[Description of the Program](#_Toc459122754) 5

[Scope of Services 9](#_Toc459122755)

[SECTION III – RESPONSE REQUIREMENTS 11](#_Toc459122756)

[A. Requests for Clarification 11](#_Toc459122757)

[B. Submission of Responses 11](#_Toc459122758)

[C. Response Format and Content 12](#_Toc459122759)

[1. TAB 1 - Invitation to Negotiate Acknowledgment 13](#_Toc459122760)

[2. TAB 2 - Qualifications Questionnaire 13](#_Toc459122761)

[3. TAB 3 - Services Questionnaire 13](#_Toc459122762)

[4. TAB 4 - Price Response 13](#_Toc459122763)

[5. TAB 5 - Audits and Financial Information 14](#_Toc459122764)

[6. TAB 6 - Regulatory Restrictions, Litigation and Conflicts of Interest 14](#_Toc459122765)

[7. TAB 7 - Tie Breaking Certifications Form 15](#_Toc459122766)

[SECTION IV – EVALUATION AND NEGOTIATION 16](#_Toc459122767)

[A. Evaluation Phase 16](#_Toc459122768)

[1. Step 1 - Evaluation of Mandatory Requirements of Responses 16](#_Toc459122769)

[2. Step 2 - Evaluation of Responses 17](#_Toc459122770)

[3. Step 3 - Ranking of Respondents for Negotiation 17](#_Toc459122771)

[B. Contract Negotiation 17](#_Toc459122772)

[SECTION V – GENERAL INFORMATION 20](#_Toc459122773)

[A. Glossary of Terms 20](#_Toc459122774)

[B. ITN Revisions 20](#_Toc459122775)

[C. Responsibility for Services 21](#_Toc459122776)

[D. Contract 21](#_Toc459122777)

[E. Public Access to Records 21](#_Toc459122778)

[F. Restrictions on Communications with the Board and Board Staff 22](#_Toc459122779)

[G. Legal Requirements 22](#_Toc459122780)

[H. Cost of Developing and Submitting Responses 22](#_Toc459122781)

[I. Property of Board 22](#_Toc459122782)

[J. Response Tenure 23](#_Toc459122783)

[K. News Releases 23](#_Toc459122784)

[APPENDICES 24](#_Toc459122785)

# SECTION I – INTRODUCTION

##

For more than 25 years, the Florida Prepaid College Board (”Board”) has helped families plan and prepare to meet future postsecondary education expenses. Currently, the Board has an actuarial services contract with Ernst & Young, LLP for the Prepaid Plan. The contract expires on June 30, 2017. The Board is seeking a firm provide actuarial services beyond this date.

**Background**

The Board is an agency of the State of Florida created by Section 1009.97 of the Florida Statutes. The Board has seven members who establish policy and monitor performance for the Prepaid Plan and the 529 Savings Plan. Three members of the Board are appointed by the Governor and are subject to confirmation by the Florida Senate. Four members of the Board are designated in Section 1009.971(2), Florida Statutes. These members are the Attorney General, Chief Financial Officer, Chancellor of the State University System and Chancellor of the Florida College System, or their respective designees. The agency is assigned to and administratively housed within the State Board of Administration (“SBA”), but the Board exercises its powers independent of the SBA. The Board oversees the following programs and organizations:

* Stanley G. Tate Florida Prepaid College Program (“Prepaid Plan”) - The Prepaid Plan provides a mechanism whereby costs associated with postsecondary education may be paid in advance of attendance. Florida residency is required. Purchasers sign a Master Contract when they purchase a plan and designate a qualified beneficiary to receive the benefits of the contract at the time of postsecondary enrollment. Proceeds from Prepaid Plan sales are invested in accordance with a Comprehensive Investment Plan approved by the Board. The Prepaid Plan has sold more than 1.76 million plans since 1988, and it is the largest, longest continuously running and most successful prepaid program in the nation. As of June 30, 2016, the Prepaid Plan had a market value in excess of $11.40 billion.
* Florida 529 Savings Plan (“Savings Plan”) - The Savings Plan offers families a flexible way to save for postsecondary education expenses, but offers no guarantees related to principal, earnings or future benefits. Florida residency is not a requirement. Families can save at a pace that meets their budget, allowing them to decide how much money to put into their savings plan. The Savings Plan has over 50,000 active accounts. As of June 30, 2016, the Savings Plan had a market value of approximately $451 million.
* Stanley G. Tate Florida Prepaid College Foundation (“Foundation”) - Created in 1990 as the charitable arm of the Board, the Foundation (a legislatively authorized Direct Support Organization) provides college scholarships to low-income children and other children in need. Many of these children are the first in their family to have the opportunity to go to college. The Foundation also administers private scholarships for eligible 501(c)(3) charitable organizations. Since inception, the Foundation has awarded nearly 40,000 college scholarships statewide. For more information about the Foundation, please visit [www.floridaprepaidcollegefoundation.com](https://www.floridaprepaidcollegefoundation.com/).
* ABLE United Savings Program (“ABLE”) – Legislatively created in 2015 as a qualified ABLE Program, ABLE, (a Direct Support Organization) provides a savings and investment option for eligible individuals with disabilities. ABLE is intended to supplement, but not replace, the benefits provided through private insurances, Medicaid, Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), the Beneficiary’s employment, and other sources. Earnings in an ABLE Account are tax-free under Section 529A of the Internal Revenue Code if used to pay for qualified expenditures. For more information about ABLE please visit: www.ableunited.com.

The Board employs an administrative staff of 20 full-time employees (FTE) including the following senior level positions: Executive Director, Deputy Executive Director, Director of Prepaid College Plan, Director of Finance & Accounting, Director of ABLE Savings, Director of Prepaid Foundation, Director of Risk & Compliance, Director of Planning & Development and Director of 529 Savings Plan & Investment Policy. The remaining FTE positions are in operations (6), finance and accounting (2), marketing (1) and administrative services (2).

The primary statutory provisions affecting the operation of the Florida Prepaid College Board are in Part IV, chapter 1009, Florida Statutes. The administrative rules of the Board are designated by Title 19B of the Florida Administrative Code.

For more information about the Florida Prepaid College Board including access to the Comprehensive Investment Plan for the Prepaid Plan, the Master Contract for the Prepaid Plan and recent annual reports, please visit: [www.myfloridaprepaid.com](http://www.myfloridaprepaid.com/). The administrative rules of the Board are available at [www.flrules.org](http://www.flrules.org).

**Purpose**

This Invitation to Negotiate (“ITN”) is being issued by the Board to obtain competitive responses from qualified firms (hereinafter referred to as Respondents) to provide actuarial services for the Prepaid Plan. Respondents will evaluate the actuarial soundness of the Prepaid Plan and calculate Prepaid Plan prices based on assumptions provided by the Board.

The Board intends to enter into a contract with one Respondent. A contract, indicating the respective duties of the Respondent and the Board, is included with this ITN as Appendix F. Note that the Board reserves the right to modify existing language and to consider additional proposed language by the Respondent as it may arise from negotiations. The contract between the Board and the selected Respondent shall include the ITN and its specifications, written questions and answers by the Board, and the response to this ITN provided by the Respondent selected. Accordingly, the Respondent selected will be contractually bound by all aspects of the contract, including its response.

The Board’s current contract for actuarial services expires on June 30, 2017. The resulting contract from this ITN is anticipated to start on or before March 31, 2017, which allows for a transition period prior to start up, and continue through June 30, 2022. The Board reserves the absolute right, in its sole discretion, to extend the contract for up to five (5) additional years, in increments of one or more years, under the terms and conditions set forth in the contract. The extension may be divided into increments or may be for a complete term.

The Respondent will work with the Board and the current provider, if applicable, to develop a transition plan to ensure the quality and timeliness of the work is met in accordance with the contract.

## Mandatory Qualifications for Respondents

**Respondents must respond by written affirmation to each of the following statements in order to be considered for this award.**

* The Respondent agrees to provide the services as detailed in Section II and agrees to all other requirements as stated in the ITN.
* The Respondent’s key professionals and the organization must not have a material conflict of interest with the staff of the Board or the members of its Board.
* The Respondent must have a minimum of five years relevant experience providing actuarial services.
* The primary individuals assigned to provide these services to the Board must be a member, in good standing, of the American Academy of Actuaries. All actuaries performing the work must meet the professional qualification standards of the Americn Academy of Actuaries.

**Any Respondent that does not satisfy the above criteria shall be rejected.**

## Timeline

The following time schedule is set forth for informational and planning purposes. The Board reserves the right to change any of the dates or times.

|  |  |  |
| --- | --- | --- |
| **Action** | **Date & Time** | **Address** |
| ITN Issued. | October 11, 2016 |  |
| Written requests for clarification from prospective Respondents about the ITN are due to Board | October 21, 2016 5pm EST | ITNinfo.Prepaid@MyFloridaPrepaid.com |
| Board responds to written requests for clarification about the ITN on the Vendor Bid System (VBS) | October 26, 2016 |  |
| Deadline for written responses to the ITN to be received at the Board headquarters | November 10, 2016 12 Noon EST | 1801 Hermitage Blvd.Tallahassee, FL 32308 |
| \*All responses publicly opened at Board headquarters | November 10, 20163pm EST | 1801 Hermitage Blvd.Tallahassee, FL 32308 |
| \*Meeting for validation of evaluator scoring at Board office | November 29, 2016 | 1801 Hermitage Blvd.Tallahassee, FL 32308 |
| Negotiation period | November 29, 2016 – December 9, 2016 |  |
| \*Recommendation for award meeting | December 12, 2016 | 1801 Hermitage Blvd.Tallahassee, FL 32308 |
| Notice of intent to award | December 2016 |  |

Any Respondent that fails to comply with the requirements of the timeline set forth above shall be rejected.

\* All Respondents are hereby notified that the events noted with an asterisk above (\*) are public meetings open to the public.

# SECTION II – DESCRIPTION OF THE PROGRAM

Established in 1987, the Prepaid Plan provides a mechanism whereby costs associated with postsecondary attendance may be paid in advance. The Board offers an open enrollment period which typically lasts five months, from October through February, when Florida residents may purchase plans. Purchasers sign a Master Contract when opening an account and designate a qualified beneficiary to receive the benefits of the contract at the time of postsecondary enrollment. The Master Contract is the exclusive agreement between an account owner of a prepaid plan and the Board .

**Fees Covered**

The Board offers prepaid plans that cover one or more of the following fees as defined in the Master Contract:

* Registration Fees - means (a) the tuition fee authorized in section (s.) 1009.24(4) Florida Statutes (F.S.), financial aid fee authorized in s. 1009.24(7), F.S., building fee authorized in s. 1009.24(8), F.S., and Capital Improvement Trust Fund fee authorized is s. 1009.24(8), F.S., charged by a State University; or (b) the tuition fee, authorized in s. 1009.23(3), F.S., the fee for capital improvement authorized in s. 1009.23(11), F.S., and the financial aid fee authorized in s. 1009.23(8), F.S., charged by a Florida College.
* Tuition Differential Fee (TDF) - means the fee charged by a State University pursuant to s. 1009.24(16), F.S.
* Local Fees - means (a) the activity and service, health and athletic fees authorized in s. 1009.24(9) – (12), F.S., charged by a State University; or (b) the student activity and service fee authorized in s. 1009.23, F.S. and charged by a Florida College. The technology fee authorized in s. 1009.23(10), F.S., charged by a Florida College is also covered by Local Fee Plans purchased after July 1, 1999.
* Dormitory Fee - means the fee charged by a State University for residence in a double-occupancy air-conditioned dormitory room.

Refer to Appendix H for more information regarding the fees covered by plan type.

**Types of Plans**

The types of plans offered or that have been offered by the Board may be characterized as “bundled” or “unbundled”. Plans that cover only one of the individual fees listed above are referred to as “unbundled”. Unbundled registration fee plans are no longer sold, but unbundled TDF and local fees plans can be purchased if the purchaser previously purchased an unbundled registration fee plan. In 2010, plans were “bundled” to include registration fees, TDF, and local fees. These are the only plans now offered that include the registration fee.

Please see Appendix H for important information about the Board’s plans including the fees covered and the number of contracts offered by plan type.

**Statutory Limitations**

The following statutory limitations impact pricing and/or adequacy calculations for the Prepaid Plan:

* Section 1009.24 (16)(b)(6), F.S. provides that beneficiaries having unbundled registration fees plans pursuant to Section 1009.98(2)(b) which were in effect on July 1, 2007, and which remain in effect, are exempt from the payment of the tuition differential fee. The number of plans for which this applies was 333,245 as of June 30, 2016.
* Section 1009.24 (16), F.S. provides that each university board of trustees may establish a tuition differential fee for undergraduate courses upon receipt of approval from the Board of Governors. However, beginning July 1, 2014, the Board of Governors may only approve the establishment of or an increase in a tuitional differential fee for a state research university that is designated as a preeminent state research university. Currently, only Florida State University and the University of Florida are designated as preeminent universities.
* Section 1009.98 (10), F.S. sets the prospective inflation for universities for any prepaid plans in effect on July 1, 2009 as a function of the actuarial adequacy of the Prepaid program at June 30th of the prior year. The number of contracts for which this applies was 377,978 as of June 30, 2016. The inflation rates applied are set according to the information below.
	+ Registration and Tuition Differential Fees:

|  |  |
| --- | --- |
| **Actuarial Reserve Level** | **Florida University inflation** |
| < 5.0% of liabilities | 5.5% |
| >= 5.0% and < 6.0% of liabilities | 6.0% |
| >= 6.0% and < 7.5% of liabilities | 6.5% |
| >= 7.5% of liabilities | 7.0% |

* + Local fees for state universities are set at 5% above the amount assessed for local fees in the preceding fiscal year
	+ Dormitory fees for state universities are set at 6% above the amount assessed for dormitory fees in the preceding fiscal year.
	+ Nothwithstanding the above, the amount paid by the Board to any state university on behalf of a qualified beneficiary for contracts purchased before July 1, 2024 may not exceed 100 percent of the amount charged by the univeristy for registration fees, the tuition differential, local fees and dormitory fees.
* Section 1009.24 (16)(b)(4), Florida Statutes requires that the aggregate sum of the undergraduate tuition and fees per credit hour, including the tuition differential, not exceed the national average of undergraduate tuition and fees at 4-year degree-granting public postsecondary educational institutions.

**Assumptions**

Contract assumptions used for the quarterly and annual actuarial adequacy analyses are provided by the Board and are broken down into two types: economic and demographic.

* Economic assumptions are used to estimate the projected annual costs for registration, tuition differential, where applicable, local fees and dormitory rates. Assumptions also include increases in administrative expenses and earnings on invested assets.
* Demographic assumptions are used based on recent experience and estimates as to future events. Assumptions in the demographic category include: future participation in the program, mortality and disability, early surrender of plan, matriculation usage pattern, dropout rate and frequency of beneficiary replacement.

Pricing assumptions are also provided by the Board. Assumptions used as inputs to the analysis include the projected investment yields and incremental return assumptions, average costs for both universities and colleges, future inflation assumptions, financing charges and benefit usage assumptions. Plan prices are calcuated for open enrollment, which typically runs from October through February, and are approved at the September Board meeting.

For further detail on assumptions used in adequacy and pricing, see Appendices I, J,K and L.

**Investment Strategy**

The investment strategy of the Prepaid Plan is designed to enable the Board to meet the actuarially determined liabilities. The sole objective of the Board's Comprehensive Investment Plan (the “CIP”) is to meet the actuarially determined liabilities. The policy goals of the CIP are established as follows in the priority listed:

1. Safety
2. Liquidity
3. Yield

The Board utilizes four fixed income managers to provide fixed income investment services. The Board’s long-term strategy is to immunize the Prepaid College Trust Fund against interest rate fluctuations. The Board employs an enhanced immunization strategy to control interest rate risk while providing higher portfolio returns.

The Board also invests in equities. There are five equity investment managers: large capitalization value equities, small capitalization equities, mid-capitalization equities, international equities, index equities, and large capitalization growth equities.

The Florida Prepaid College Board has an asset allocation policy that limits the amount of assets invested in equities to the amount of the actuarial reserve as determined by the Board’s actuary or 15% of the market value of the total assets under management, whichever is less.

**Pricing**

Plan pricing occurs annually and includes three variations of payment methods: single-pay premiums, 55-month premiums and monthly-pay premiums. All new payments begin on April 20th after the close of open enrollment. Monthly payment plans will experience their last payment on October 20th.

**Administration and Operations**

The Prepaid Plan is administered by the Board. As required by law, the Board has contracts for records administration services. The records administrator conducts the daily operations for the Board by processing plan payments, benefit payments, providing customer support and maintaining the database necessary to provide ongoing customer support.

##

# SECTION II – Scope of Services

The scope of the assignment encompasses the actuarial services needs associated with the Board’s duties under Florida law. Section 1009.971 (4)(f) Florida Statutes, states in part, that “The board shall annually evaluate or cause to be evaluated the actuarial soundness of the prepaid fund.” The services required include, but are not limited to, the items listed in below:

1. Submission of a transition plan, if applicable, that describes the process, details and schedule for providing an orderly transition from the current provider. The objectives of the transition plan should be to minimize the impacts on continuity of operations, maintain communication with staff, identify key issues and overcome barriers to transition.
2. Review, reconcile and evaluate data files. The Board will provide all data necessary to perform the specified contract services. The actuary shall load the data into their own actuarial/statistical software and reconcile it back to the Board’s database. The actuary shall analyze the data and inquire of the Board regarding any anomalies that are discovered. The actuary shall determine if the information appears complete and adequate to provide the specified services and make suggestions for modifications to ensure that the full range of data needed for performing actuarial valuations, plan pricing and experience studies is provided.
3. Preparation of quarterly actuarial valuation letters in as of September 30th, December 31st, and March 31st for the Prepaid Plan using the latest experience data and assumptions as provided by the Board. Unless otherwise agreed upon by the Board, the letters shall, at a minimum, include the same types of information, charts and breakdowns included in current quarterly actuarial valuation letters. See Appendix J for an example of a quarterly valuation letter.
4. Preparation of the annual actuarial valuation report as of the Board’s June 30th fiscal year end using the latest experience data and assumptions as provided by the Board. Unless otherwise agreed upon by the Board, the annual actuarial adequacy report shall, at a minimum, include the same types of information, charts and breakdowns included in the current report. This includes an update of all actuarial projects, up to 12 sensitivities, reconciliation of surplus, review of experience, recommendation of changes in assumptions other than inflation and providing projected monthly cash flows. See Appendix I for an example of an annual actuarial adequacy report.
5. Review and analyze one major assumption of the actuarial valuation each year throughout the term of the agreement.
6. Preparation of the annual Prepaid Plan pricing report for prepaid plans sold by the Board. Unless otherwise agreed upon by the Board, the report shall, at a minimum, include the same types of information, charts and breakdowns included in current reports. This includes plan prices by payment option and age of the beneficiary for each product the Board offers. Prices shall be tested for adequacy and the break-even rate of return shall be determined and disclosed. The pricing report is typically performed using a July 31st valuation date. Prior to completion of the report, illustrative prices at various inflation assumptions (see Appendix L for an example) shall be provided to the Board upon request. See Appendix K for an example of an annual pricing report.
7. Appear before the Board annually in September to explain and substantiate the content of the annual actuarial valuation report and the pricing report.
8. Consult with the Board by letter, telephone, email or in person upon request.
9. Provide special request consultation, advice and reports to the Board upon request regarding various financial, federal tax and actuarial planning matters.
10. Provide represenation for the Board before governing authorities upon request.
11. Assist the Board in the preparation or review of legislation, including fiscal notes and bill analyses.

# SECTION III – RESPONSE REQUIREMENTS

## Requests for Clarification

Any questions concerning conditions and specifications of this ITN **must** be addressed in the form of written questions submitted by Respondents pursuant to the schedule in Section I.B. Written questions must be legible, to the point and identify the Respondent submitting the question. Written questions must be submitted to:

Jermane Wright

ITN Administrator

Florida Prepaid College Board

1801 Hermitage Boulevard, Suite 210

Tallahassee, FL 32308

Email: ITNinfo.Prepaid@MyFloridaPrepaid.com

Written requests for clarification, along with corresponding responses, will be posted to the Vendor Bid System (VBS) at <http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form> pursuant to the schedule in Section I.B. Please utilize the following search criteria below to view this information on the aforementioned website: **Agency:** State Board of Administration; **Title:** ITN 16-03.

Respondents unable to download responses should direct their requests for hard copies to Jermane Wright (see delivery address above). Such responses shall be considered an addendum to and, as such, an integral part of this ITN.

No interpretations other than those responded to as described in this section will be considered binding. The Board does not guarantee the validity or reliability of information obtained from other sources.

## Submission of Responses

A Respondent, including any Related Entities of the Respondent, **shall** submit **only one** response in response to this ITN. Submission of more than one response by a Respondent or by the Respondent and any Related Entities of the Respondent shall cause the rejection of all responses submitted by the Respondent and any Related Entities of the Respondent. See the definition of “Related Entity” in Section V.A. of this ITN.

All responses **must** be executed and submitted in a sealed package. The face of the package **must** contain the number of the ITN to which the Response applies and the date and time of the response opening.

Respondents **shall** deliver electronic copies on four (4) USB hard drives – one copy per drive, one (1) unbound original and four (4) bound copies of their responses to the Board no later than the date and time stated in Section I.B. of this ITN. Additional copies may be required if Respondent is chosen as a finalist.

A copy of this ITN in PDF format may be downloaded from the Board’s website at: <http://www.myfloridaprepaid.com/who-we-are/about-the-board/board-reports-and-plans/>.

The Respondent is responsibile for the timely and proper delivery of its response to the Board’s Offices. Responses which, for any reason, are not delivered and received in the Board’s offices by the deadline established in Section I.B. of this ITN will not be considered and shall be rejected. Any late responses received will be retained in the Board Office unopened. The Board will provide written notice to any Respondent that submits a late response that the late response will not be opened or considered. Responses or offers by facsimile, telephone or e-mail are not acceptable. A response may not be altered after opening.

**The Board reserves the right to accept or reject any and all responses and to award the contract in the best interests of the State of Florida.**

**At its discretion, the Board may request supplemental responses from the Respondents. All other supplemental responses are prohibited.**

## Response Format and Content

The Board has established certain mandatory requirements which must be included as a part of any submitted proposal. The use of “shall”, “must”, or “will” (except to indicate simple futurity) in this ITN and its appendices and accompanying documents indicates a mandatory requirement or condition. The words "should" or "may" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable may not by itself cause rejection of a proposal. The right is reserved to determine which Respondents have met the basic requirements of this ITN, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept bids which deviated in minor or technical fashion is also reserved. Only those Respondents who have met the mandatory requirements of this ITN will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all bids. Failure to meet any contractual obligations may result in cancellation of any award.

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent’s capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, promotional material, etc. are not desired.

Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by the Board and then only to the extent requested.

Each response **shall** provide the information below and should use the tab numbers and order indicated below.

A copy of this ITN in Microsoft Word format may be downloaded from the Board’s website at: <http://www.myfloridaprepaid.com/who-we-are/about-the-board/board-reports-and-plans/>

### TAB 1 - Invitation to Negotiate Acknowledgment

The Invitation to Negotiate Acknowledgment included as Appendix A **must** be completed and signed by an officer or agent of the Respondent who is empowered to bind it in a contract.

### TAB 2 - Qualifications Questionnaire

The Respondent **shall** complete and submit the Qualifications Questionnaire attached hereto as Appendix B.

### TAB 3 - Services Questionnaire

The Respondent **shall** submit the Services Questionnaire attached hereto as Appendix C. When completing the questionnaire, the Respondent should give clear, concise, quantifiable replies to all questions, restating each question in bold face type and using no smaller than 11 point font, with its response directly below. The length of the response is at the discretion of the Respondent; however, responses are expected to be brief, to contain full and fair disclosure of essential elements, and should not be redundant or contain references to an appendix or attachment. Tables and graphs are exempt from the font requirement, but must be readable.

### 4. TAB 4 - Price Response

The Respondent shall propose lump sum pricing for conducting quarterly and annual actuarial valuations and the analysis of contract price structure. In addition, hourly rates and specific fees shall be proposed for providing consulting services and conducting special actuarial studies. The price proposal shall be submitted on the Pricing Schedule, attached as Appendix D. **The proposed pricing quoted by the Respondent on the Pricing Schedule represents the amounts the Respondent, if awarded the contract, will receive as compensation under the contract resulting from this ITN**. No changes to the Pricing Schedule are allowed.

### 5. TAB 5 - Audits and Financial Information

The following audit and financial information **must** be included:

1. Complete copies of its audited financial reports for the past three (3) years, or such other evidence which clearly indicates its financial history, current financial strength, and capital adequacy to provide the services required in this ITN.
2. Most recent SSAE 16 audit report. Respondents should provide an explanation for any deficiencies noted in the audit report. If no SSAE 16 audit report has been completed in the preceding two years, Respondent **shall** provide an explanation for why no SSAE 16 audit report was prepared.

### 6.  TAB 6 - Regulatory Restrictions, Litigation and Conflicts of Interest

Each Respondent **must** state the following:

1. Whether or not there are any past or pending regulatory restrictions, consent orders, stipulations or litigation to which the Respondent, any subcontractor, any related entity of the Respondent or any subcontractor, or any of their principals, owners, directors or officers, has ever been a party that would affect its or their ability to provide the required services or which alleges any unfair, illegal or unethical business practice. If so, a detailed description of each must be provided.
2. Whether or not any officers, principals, owners, directors and all proposed contract employees of the Respondent or any subcontractor that will provide services related to this product have been convicted of, or have plead guilty or nolo contendere to, any felony, regardless of whether adjudication of guilt was withheld. If so, a detailed description of each incident must be included.
3. Whether or not any penalties, fines or liquidated damages have been imposed against the Respondent, any subcontractors or any related entity of the Respondent or any subcontractor, including without limitation thereto, those associated with any contract for services entered into by the Respondent, any subcontractor, or any related entity of the Respondent or any subcontractor, within the past five (5) years. If so, a detailed description of each such incident, including the amount of the penalty, fine, or liquidated damages imposed, must be included in the response.
4. Whether or not the Respondent or any subcontractor has ever been involved in any litigation with any qualified tuition program. If so, a detailed description of each lawsuit must be provided.
5. Whether or not the Respondent or any Related Entity has ever been contacted by any regulatory body (federal, state or industry) regarding any potentially illegal, non-compliant, unethical or improper activities involving the Respondent, any Related Entity, or any of the employees of the Respondent or any Related Entity. If so, a detailed description must be provided that indicates whether your firm or any Related Entity conducted an investigation of those matters.
6. That the Respondent has not been placed on the convicted vendor list and that it will comply with the provisions of s. 287.133, F.S. Section 287.133(2)(a), F.S., which provides:

*“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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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 s.* [*287.017*](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=287.133&URL=0200-0299/0287/Sections/0287.017.html) *for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”*

1. That the Respondent has not been placed on the discriminatory vendor list and that it will comply with the provisions of s. 287.134, F.S. which provides that:

*“An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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.”*

1. Pursuant to the provisions of Chapter 112, F.S., Respondents must disclose with their responses the name of any officer, director, or agent who is also an employee of the State of Florida, the Board, or any State agency. Respondents must disclose the name of any state employee who owns, directly or indirectly, interest of five percent or more in the Respondent.

### 7. TAB 7 - Tie Breaking Certifications Form

Various provisions of Chapters 287 and 295 of the Florida Statutes, provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, proposals, or responses received are equal with respect to price, quality and service. To take advantage of the "tie breakers," a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Respondents shall complete the Tie Breaking Certifications form provided in Appendix E.

# SECTION IV – EVALUATION AND NEGOTIATION

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Board’s initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Board will then select Respondents within a competitive range (“shortlist”) and commence negotiations. The Board intends to initially negotiate concurrently with the Respondents on the shortlist. However, the Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for negotiation or change the method of negotiation (e.g., concurrent versus by order of ranking), if it determines that to do either would be in the best interest of the Board. A Respondent will be deemed responsive unless determined to be nonresponsive as defined in this document.

In the Negotiation Phase, the Board may request oral presentations, supplemental and/or revised replies, sample work product and/or best and final offers based on the negotiations. Following negotiations, the Board will post a notice of intended contract award, identifying the Respondent that provides the best value to the Board.

## A. Evaluation Phase

Only responses that meet the mandatory requirements of this ITN will be considered by the Board. Responses will be independently evaluated by an evaluation team (“Evaluation Team”) on the basis of written responses to this ITN and additional written information as requested. Responses will be evaluated in three steps as follows:

* Step 1 – Evaluation of Mandatory Requirements of Responses
* Step 2 – Evaluation of Responses
* Step 3 – Ranking of Respondents for Negotiation

The Board reserves the right to determine which responses meet the mandatory requirements of this ITN, and whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept responses which deviated in minor or technical fashion is also reserved.

### Step 1 - Evaluation of Mandatory Requirements of Responses

The evaluation process will begin with a review of the mandatory requirements as set forth in the ITN. Any response that does not meet the mandatory requirements of the ITN will be rejected. No points will be awarded in this evaluation step.

### Step 2 - Evaluation of Responses

The Board will seek to negotiate a contract with the Respondent(s) that submits the best responsive proposal. Responsive Respondents will be independently evaluated by each member of the Evaluation Team and points will be awarded in the following areas for a maximum total of **100** **points** per evaluator**:**

* Organization Experience and Qualifications. **20 points.**
* Staff Qualifications and Experience. **20 points.**
* Methodology. **20 points.**
* Price Response.\* **40 points.**

**\*Formula to Determine Price Response:**

(X/N) \* 40 = Z; where;

X= Lowest Fee;

N=Proposed Fee;

Z= Points Awarded to Respondent for Price Response

When calculating the score for the price response, the aggregate total of the first five years price submitted will be used. For scores determined by calculation, the points awarded will be rounded to the nearest whole number.

### Step 3 - Ranking of Respondents for Negotiation

After the response evaluations are complete, the points awarded by each Evaluation Committee member will be validated pursuant to the schedule in Section I.B. and then aggregated, including the points awarded for the consideration responses, to determine the total score. The Respondents will be ranked based on total score. The Board will then select the highest-ranked Respondents (“shortlist”) within a competitive range for negotiation. The Board will provide individual notice to each Respondent selected to the shortlist. The Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents.

The Board expressly reserves the right to accept or reject any and all responses and to award the contract in the best interests of the Board.

Be advised, Respondents will not be eliminated from the ITN process until the posting of the Notice of Intent to Award.

##

## B. Contract Negotiation

The Board intends to initially negotiate concurrently with up to three (3) of the highest-ranked Respondents (“shortlist”) within a competitive range. However, the Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for negotiation or change the method of negotiation (e.g., concurrent versus by order of ranking), and evaluation criteria if it determines that to do such would be in the best interest of the Board. When negotiations have been completed, the Board will award the contract to the responsive and responsible Respondent that the Board determines will provide the best value to the Board. The Board will post its Notice of Intent to Award or its notice informing of its decision that all responses have been rejected on to the VBS at: <http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form>.

Please utilize the following search criteria below to view this information on the aforementioned website: **Agency:** State Board of Administration; **Title:** ITN 16-03.

At any time during the negotiation process, the Board’s reserved rights include but are not limited to:

1. Schedule additional negotiating sessions with any or all Respondent(s);
2. Require oral presentations. If oral presentations are required, the persons making presentations on behalf of a Respondent should include the contract manager and lead professionals.
3. Require any or all Respondent(s) to provide additional or revised replies and detailed written proposals or sample work addressing specified topics;
4. Require any or all Respondent(s) to provide a written best and final offer;
5. Require any or all Respondent(s) to address services, prices, or conditions offered by any other Respondent;
6. Pursue a contract with one or more Respondent(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
7. Arrive at an agreement with any Respondent, finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondent(s);
8. Decline to conduct further negotiations with any Respondent;
9. Reopen negotiations with any Respondent;
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
11. Review and rely on relevant information contained in the replies received; and
12. Review and rely on relevant portions of the evaluations conducted pursuant to Section IV.A.

The Board has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision.

Negotiations between the Board and Respondent are exempted from being held as public meetings by Section 286.0113(2)(a) of the Florida Statutes. Furthermore, negotiation strategy meetings of the Board’s negotiation team are exempted by Section 286.0113(2)(a) of the Florida Statutes.

# SECTION V – GENERAL INFORMATION

## Glossary of Terms

1. “Board” means the Florida Prepaid College Board.
2. “Contract” means the document developed as a result of this ITN, which will incorporate, among other provisions, the contents of this ITN, questions and answers regarding this ITN, the Respondent's response to this ITN, and any amendments to the response.
3. “Day” means a calendar day unless a different meaning is otherwise indicated.
4. “Fiscal Year” means the fiscal year of the Board. Each fiscal year begins July 1 and ends the next June 30.
5. “Florida College” means any public postsecondary educational institution in the Florida College System as defined in Section 1000.21(3), Florida Statutes.
6. “ITN” means this Invitation to Negotiate.
7. “Prepaid Plan” means the Stanley G. Tate Florida Prepaid College Program authorized in s. 1009.971, F.S., or any successor statute.
8. “Response” means all responses and materials submitted by the Respondent in response to this ITN.
9. “Qualified tuition program” means the same as in s. 529 of the Internal Revenue Code.
10. “Respondent” means any firm, group or person who submits a response to the Board in response to this ITN.
11. “Related Entity” means any corporation, partnership, limited partnership, limited liability company, or other entity, including, but not limited to, any parent company, subsidiary company, predecessor company, successor company or any member of an affiliated group of corporations, as defined in s. 1504 of the Internal Revenue Code.
12. “State” means the State of Florida and its departments, boards, commissions, officials, and employees.
13. “State University” means any university in the State University System as defined in Section 1000.21(6), Florida Statutes.
14. “Trust Fund” means the Florida Prepaid College Trust Fund.

Throughout this ITN and where deemed appropriate by the Board, the singular may be read as the plural and the plural as the singular.

## ITN Revisions

If it becomes necessary to revise any part of this ITN, an amendment will be posted on the VBS website at <http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form>. Please utilize the following search criteria below to view this information on the aforementioned website: **Agency:** State Board of Administration; **Title:** ITN 16-03.

The Respondent is responsible for checking the website for any addendums or updates. Respondents unable to download amendments should direct their requests for hard copies to Jermane Wright (see delivery address in Section III. A.)

## Responsibility for Services

The Respondent whose response is selected by the Board shall establish and assume direct responsibility for managing the services contemplated in this ITN. Accordingly, the Respondent shall designate a Contract Manager whose primary responsibility is to work with the Board staff in making certain that all contract terms are strictly observed. At any time during the term of the contract, the Board reserves the right to reject the Respondent’s choice of Contract Manager and may terminate the contract if a Contract Manager acceptable to the Board cannot be made available by the Respondent.

## Contract

The Contract for Actuarial Services indicating the respective duties of the successful Respondent and the Board, is included with this ITN as Appendix F.

If the language between the ITN’s specifications and the Contract for Actuarial Services is contrary to the terms within PUR 1000 and 1001 which are incorporated herein by reference as Appendix G, the ITN specifications and the Contract for Actuarial Services shall control.

## Public Access to Records

All responses to this ITN shall result in a Respondent’s waiver of any and all rights relating to confidentiality, or claims thereof, upon delivery to the Board. All electronic and written communications pertaining to this ITN, whether sent from or received by the Board, and all responses to this ITN including, without limitation, administrative information, proposed services/commodities and cost information will be subject to disclosure after contract award as required under Chapter 119 of the Florida Statutes.

If information is provided that could reasonably be ruled a “trade secret” as defined in Section 812.081, Florida Statutes, please include such information in a separate attachment clearly marked – “Trade Secret Information – Actuarial Consulting Services.” Please include a table of contents within this attachment with a detailed listing of and explanation for EACH item marked as a “trade secret.” Designation of items as “trade secrets” by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes. The State of Florida places a high priority on the public’s right of access to governmental meetings and records. By submitting a response, each Respondent further understands and agrees that the Board shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in any response, during any interview, or otherwise in connection with this ITN in negotiating and entering into any contract or for any purpose. The Board shall have such rights regardless of whether the Board enters into any contract with such Respondent or any Respondent under this ITN, successfully negotiates any contract with any Respondent, rejects any or all responses to this ITN, amends or withdraws this ITN at any time, or otherwise satisfies its needs through alternative means.

Sections 1009.98(6) and 1009.981(6), Florida Statutes, provide that all information that identifies the purchasers or beneficiaries of any advance payment contract or the benefactor or designated beneficiary of any savings account is not subject to the provisions of s. 119.07(1), Florida Statutes, the Public Records Law. All other documents, papers, letters, or other materials relating to this contract that are made or received by the Respondent in conjunction with the contract, and which are required by law to be maintained, must be available for public access pursuant to Chapter 119, Florida Statutes, and for audit purposes for a period of three (3) years after the expiration of the contract. Said records must also be maintained per Chapter 119 and other applicable Florida Statutes.

## Restrictions on Communications with the Board and Board Staff

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents.

## Legal Requirements

Applicable provisions of all federal, state, county, and local laws, will govern development, submittal and evaluation of all responses received in response hereto and will govern any and all claims and disputes which may arise between persons submitting a response hereto and the Board. Lack of knowledge by any Respondent will not constitute a cognizable defense against the legal effect thereof.

## Cost of Developing and Submitting Responses

Neither the Board nor the State is liable for any of the costs incurred by the Respondent in preparing and/or submitting a response.

## Property of Board

All responses become the property of the Board upon receipt and will not be returned to the Respondents. The Board has the right to use any and all ideas or adaptations of ideas contained in any response received in response to this ITN. Selection or rejection of the response will not affect this right. All responses become public documents upon submission. All materials and data produced for the Board under the contract resulting from this ITN will be owned by the Board unless otherwise agreed to in writing by the Board.

## Response Tenure

All responses are valid for one hundred eighty (180) days from the response due date. The period of time during which responses are valid will be tolled during the pendency of any proceeding related to any contract awarded pursuant to this ITN.

## News Releases

The Board is the only entity authorized to issue news releases relating to this ITN, responses submitted in response to this ITN, and any contract resulting from this ITN.

# APPENDICES

Appendix A – Invitation to Negotiate Acknowledgment

Appendix B – Qualifications Questionnaire

Appendix C – Services Questionnaire

Appendix D – Pricing Schedule

Appendix E – Tie Breaking Certifications

Appendix F – Contract for Actuarial Services

Appendix G – PUR 1000 and PUR 1001

Appendix H – Plan Types and Fees Covered

Appendix I – Actuarial Report

Appendix J – Quarterly Valuation Letter

Appendix K – Pricing Report

Appendix L – Pricing Letter

**APPENDIX A**

**INVITATION TO NEGOTIATE ACKNOWLEDGMENT**

**State of Florida**

**State Board of Administration**

**Florida Prepaid College Board**

**1801 Hermitage Blvd., Suite 210**

**Tallahassee, Florida 32308**

**INVITIATION TO NEGOTIATE ACKNOWLEDGMENT**

Reply Number: ITN 16-03\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title**:** Actuarial Services for the Stanley G. Tate Florida Prepaid College Program

**By completing this acknowledgment, I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements.**

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City, State, Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (manual):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (typed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS SHEET AND THE ACCOMPANYING NEGOTIATION DOCUMENTS CONSTITUTE AN OFFER FROM THE RESPONDENT. IF ANY OR ALL PARTS OF THE NEGOTIATION ARE ACCEPTED BY THE BOARD’S REPRESENTATIVE, THE BOARD’S REPRESENTATIVE SHALL EXECUTE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES THAT INCOPORATES HEREIN THE ITN SPECIFICATIONS, APPENDICES, SERVICE AGREEMENT, RESPONDENT SUBMISSIONS, WRITTEN QUESTIONS AND BOARD ANSWERS, ALL TOGETHER FORMING THE AGREEMENT BETWEEN THE PARTIES.

BOARD REPRESENTATIVE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EFFECTIVE DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX B**

**QUALIFICATIONS QUESTIONNAIRE**

**QUALIFICATIONS QUESTIONNAIRE**

**Any Respondent that does not satisfy the applicable criteria in A thru C will be rejected.**

**A. Experience – Mandatory**

**Please indicate whether your company satisfies ALL of the following:**

1. The Respondent has a minimum of five years relevant experience providing actuarial services. **YES \_\_\_**
2. The Respondent’s key professionals and the organization do not have a material conflict of interest with the staff of the Board or the members of the Board. **YES \_\_\_**
3. The primary individuals assigned to provide the services to the Board are members, in good standing, of the American Academy of Actuaries. **YES \_\_\_**

**B. Services to be Provided - Mandatory**

1. The Respondent agrees (by written affirmation) to provide the services as detailed in Section II and agrees to all other requirements as stated in the ITN. **YES \_\_\_**

**C. Experience - Preferred**

1. The Respondent has at least five years experience providing actuarial services for 529 prepaid plans. **YES \_\_\_\_ NO \_\_\_\_**

**APPENDIX C**

**SERVICES QUESTIONNAIRE**

**SERVICES QUESTIONNAIRE**

**A. Organization’s Experience and Qualifications**

1. Provide a summary (no longer than 2 pages) within which you summarize the key value proposition of your organization. Ensure that you identify how the organization, service model, team assigned, services offered, transparency of business/revenue model, and overall economics are designed to provide exceptional services with a market-leading standard of care and dedication befitting the Florida Prepaid College Board.
2. Please indicate the year Respondent was formed and began actuarial consulting services to institutional clients and a brief history of the firm’s involvement in the actuarial consulting business.
3. Provide a brief description of annual revenues of the organization and percentage of revenue from actuarial consulting services.
4. Demonstrate the financial and human resource capabilities available to provide the required services. A proven track record is essential.
5. List the office location (primary and secondary) from which the work is to be delivered.
6. Are there any current organizational issues (i.e., mergers, acquisitions, personnel changes, business concerns, etc.) at your institution that we should know about? Have there been any organizational issues over the last three years?
7. List “related” firms and provide a brief description of the services offered by each firm.
8. List all prepaid plan actuarial services offered by the firm. Does the firm provide any other product or service other than actuarial services? Please list.
9. Provide details of all fidelity bonds, errors and omissions coverage, and any other fiduciary insurance, which your firm carries.
10. Explain any limitations on liability your firm would require for providing the services required in this ITN.
11. If your organization’s actuarial consulting services products have been audited or reviewed by another actuarial firm within the last five years, provide details on any potential revisions to your clients’ annual valuation results, actuarial assumptions or actuarial cost methods that resulted from the audit or review.

**B. Personnel**

1. Attach an organizational chart and biographies of key personnel which would be assigned to this account, including length of experience, expected retention and professional or academic qualifications and experience.
2. Describe how the Respondent ensures that the work of is personnel adheres to Actuarial Standards of Practice and the Actuarial Code of Professional Conduct.
3. Identify courts, regulatory or legislative hearings and administrative proceedings in which the respondent’s personnel were admitted as expert actuarial witnesses.
4. Is the team considered fully staffed?
5. Describe any plans to use subcontractors or third parties for any of the services to be provided to the Board. Specifically state the percent of services that will be dependent upon the subcontractors. The Board reserves the right to approve or disapprove any subcontractor as part of the negotiation process.
6. Describe how your firm supports the client’s needs when the workload demand for deliverables under this contract exceeds the resources of the assigned team due to project contraints and/or volume of work for simultaneous projects.

**C. Methodology**

1. Describe your understanding of the scope and level of services required by this ITN and provide a description of the specific methodology to be used for providing the scope of services.
2. Provide a timeline for completion of the work identified in the Scope of Services section of this ITN. Include proposed dates for each event of the project, indicate dates by which your firm must have specific input data from the Board and indicate points in the project when your firm would plan to meet with Board staff. Include a summary of the information which will be needed to complete the adequacy and pricing valuations. Specify the format and medium of transmission of data.
3. Describe your organization’s theory and methodology used in adequacy and plan pricing for a prepaid qualified tuition program.
4. Describe the capabilities of your valuation system(s) and your computer system support.
5. Describe your organization’s quality control processes for actuarial services and reports. How are these services monitored and reviewed?

**D. Clients**

1. Provide the organization name, address, contact name and phone number of at least three clients for whom similar services as described in this ITN are provided.

**E. Contracts with Qualified Tuition Programs**

1. List every contract between the Respondent or any related entity and any other qualified tuition program.

2. List every contract between the Respondent or any related entity and a contractor of any qualified tuition program which contract relates to such a program.

**F. Diversity**

The Board supports and encourages diversity and participation of small and minority business enterprises in contracting. In order to identify minority or woman-owned businesses or other firms which actively pursue providing opportunities to women, minorities, and service-disabled veterans provide the following information. Indicate if your firm is a minority-owned business or a woman-owned business and identify the principal shareholders who qualify your firm. Indicate the percentage of professionals within your firm who are minorities or women and list the number and positions of such professionals. Provide a list of the names and positions of any minority professionals who will be working under this contract. Provide a brief description of your firm’s minority hiring/affirmative action program.

**G. Additional Information and Comments**

In addition to the material which must be submitted with the response in order for the response to be responsive to this ITN, Respondents may submit any other information which they deem pertinent to the delivery of the services requested herein.

**APPENDIX D**

**PRICING SCHEDULE**

PRICING SCHEDULE

**Scope of Services Items 1 through 8:**

|  |  |
| --- | --- |
| **FY 2017/2018** | **$** |
| **FY 2018/2019** | **$** |
| **FY 2019/2020** | **$** |
| **FY 2020/2021** | **$** |
| **FY 2021/2022** | **$** |
| **FY 2022/2023\*** | **$** |
| **FY 2023/2024\*** | **$** |
| **FY 2024/2025\*** | **$** |
| **FY 2025/2026\*** | **$** |
| **FY 2026/2027\*** | **$** |

\*- Renewal at discretion of the Board.

**Additional Reports, Letters and Analyses Beyond Those in Scope of Services:**

|  |  |
| --- | --- |
| **Analysis of Actuarial Adequacy (Full Report)** | **$ , per report** |
| **Analysis of Actuarial Adequacy (Letter)** | **$ , per letter** |
| **Actuarial Adequacy Sensitivity Analysis** | **$ , per sensitivity** |
| **Plan Prices (Full Report)** | **$ , per report** |
| **Plan Prices (Letter)** | **$ , per letter** |
| **Single Plan Pricing Analysis for All Age/Grade Ranges** | **$ , per plan** |

**Special Request Consultation and Advisory Services:**

|  |  |
| --- | --- |
| **Position Title** | **Hourly Rate** |
|  | **$ ,per hour** |
|  | **$ ,per hour** |
|  | **$ , per hour** |
|  | **$ ,per hour** |
|  | **$ , per hour** |

**APPENDIX E**

**Tie Breaking Certifications**

**State of Florida**

**State Board of Administration**

**Florida Prepaid College Board**

**1801 Hermitage Blvd., Suite 210**

**Tallahassee, Florida 32308**

**TIE BREAKING CERTIFICATIONS**

|  |  |
| --- | --- |
| Solicitation: | **ITN 16-03** |
| Title**:** | **Actuarial Services for the Stanley G. Tate Florida Prepaid College Program** |
|  |  |
| **Various provisions of Chapters 287 and 295 of the Florida Statutes provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the "tie breakers" below, a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Certification is optional for qualifying Respondents; however, a Respondent waives all rights to consideration of a "tie breaker" if it fails to identify a certification with its reply on or before the deadline. If the Respondent does not qualify for one of the “tie breakers” below, or chooses not to certify certification, please complete the Company Name and sign below without marking one of the certifications.** |
| Company Name: |  |
|  |  |  |  |
| **Please check all of the following certification that apply:** |
| 1. Certification of a Certified Minority Business Enterprise
 |  |
| 1. Certification of a Service Disabled Veteran’s Business Enterprise
 |  |
| 1. Certification of a Florida Business
 |  |
|  |  |  |  |
| 1. Certification of a Certified Minority Business Enterprise

By checking and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with Section 287.0943 of the Florida Statutes. 1. Certification of a Service Disabled Veteran’s Business Enterprise

By checking and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with Section 295.187 of the Florida Statutes. 1. Certification of a Florida Business

By checking and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with Section 287.084 of the Florida Statutes.  |
| Authorized Signature: |  | Date: |  |
| Printed Name & Title: |  |

**APPENDIX F**

**CONTRACT FOR ACTUARIAL SERVICES**

**APPENDIX G**

**PUR 1000 AND PUR 1001**

**PUR 1000\***

**General Contract Conditions**

**Contents**

1. Definitions.

2. Purchase Orders.

3. Product Version.

4. Price Changes Applicable only to Term Contracts.

5. Additional Quantities.

6. Packaging.

7. Inspection at Contractor’s Site.

8. Safety Standards.

9. Americans with Disabilities Act.

10. Literature.

11. Transportation and Delivery.

12. Installation.

13. Risk of Loss.

14. Transaction Fee.

15. Invoicing and Payment.

16. Taxes.

17. Governmental Restrictions.

18. Lobbying and Integrity.

19. Indemnification.

20. Limitation of Liability.

21. Suspension of Work.

22. Termination for Convenience.

23. Termination for Cause.

24. Force Majeure, Notice of Delay, and No Damages for Delay.

25. Changes.

26. Renewal.

27. Purchase Order Duration.

28. Advertising.

29. Assignment.

30. Antitrust Assignment

31. Dispute Resolution.

32. Employees, Subcontractors, and Agents.

33. Security and Confidentiality.

34. Contractor Employees, Subcontractors, and Other Agents.

35. Insurance Requirements.

36. Warranty of Authority.

37. Warranty of Ability to Perform.

38. Notices.

39. Leases and Installment Purchases.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Handicapped.

42. Modification of Terms.

43. Cooperative Purchasing.

44. Waiver.

45. Annual Appropriations.

46. Execution in Counterparts.

47. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

**7. Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services’ vendor list as provided in rule 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

 Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer’s misuse or modification of Contractor’s products or a Customer’s operation or use of Contractor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor’s opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor’s prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract’s term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract’s terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract’s term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor’s notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**PUR 1001**

**General Instructions to Respondents**

**Contents**

[**1. Definitions.**](#_Toc67799541)

[**2. General Instructions.**](#_Toc67799542)

[**3. Electronic Submission of Responses.**](#_Toc67799543)

[**4. Terms and Conditions.**](#_Toc67799544)

[**5. Questions.**](#_Toc67799545)

[**6. Conflict of Interest.**](#_Toc67799546)

[**7. Convicted Vendors.**](#_Toc67799547)

[**8. Discriminatory Vendors.**](#_Toc67799548)

[**9. Respondent’s Representation and Authorization.**](#_Toc67799549)

**10. Manufacturer’s Name and Approved Equivalents.**

[**11. Performance Qualifications.**](#_Toc67799550)

[**12. Public Opening.**](#_Toc67799551)

[**13. Electronic Posting of Notice of Intended Award.**](#_Toc67799552)

[**14. Firm Response.**](#_Toc67799553)

[**15. Clarifications/Revisions.**](#_Toc67799554)

[**16. Minor Irregularities/Right to Reject.**](#_Toc67799555)

[**17. Contract Formation.**](#_Toc67799556)

[**18. Contract Overlap.**](#_Toc67799557)

[**19. Public Records.**](#_Toc67799558)

[**20. Protests.**](#_Toc67799559)

**21. Limitation on Vendor Contact with Agency During Solicitation Period**

**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

1. "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
2. "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
3. "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
4. "Response" means the material submitted by the respondent in answering the solicitation.
5. "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

* an electronic signature on the response, generally,
* an electronic signature on any form or section specifically calling for a signature, and
* an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

* Technical Specifications,
* Special Conditions and Instructions,
* Instructions to Respondents (PUR 1001),
* General Conditions (PUR 1000), and
* Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

* submitting a bid on a contract to provide any goods or services to a public entity;
* submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
* submitting bids on leases of real property to a public entity;
* being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
* transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

**8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

* submit a bid on a contract to provide any goods or services to a public entity;
* submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
* submit bids on leases of real property to a public entity;
* be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
* transact business with any public entity.

**9. Respondent’s Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

* The respondent is not currently under suspension or debarment by the State or any other governmental authority.
* To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
* Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
* The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
* The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
* The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
* Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
* Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
* Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
* The product offered by the respondent will conform to the specifications without exception.
* The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
* If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
* The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
* The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.
* All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**10. Manufacturer’s Name and Approved Equivalents.** Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent’s responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent’s capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. Electronic Posting of Notice of Intended Award.**  Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State’s best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

**Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.**

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "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."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

**21. Limitation on Vendor Contact with Agency During Solicitation Period**. Respondents to this solicitation 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 agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**APPENDIX H**

**Plan Types and Fees Covered**

**APPENDIX I**

**Annual Actuarial Adequacy Report**

**APPENDIX J**

**Quarterly Valuation Letter**

**APPENDIX K**

**Pricing Report**

**APPENDIX L**

**Pricing Letter**