INVITATION TO NEGOTIATE

Advertising, Digital Marketing, Partnerships and Public Relations Services for the Florida Prepaid College Board, ABLE United, and the Florida Prepaid College Foundation

Florida Prepaid College Board

The components of this ITN are: (1) Advertising and Creative Services, Digital Marketing, and Social Media Services; and (2) Public Relations, Partnerships, and Events.

Respondents are encouraged to address one or both components as their firms are qualified to perform.

From this ITN, the Board intends to award contracts to up to two firms.

Issue Date	November 13, 2025	
Written Request for Clarification Deadline	December 4, 2025 12:00PM (ET)	
Written Request for Clarification Response	December 11, 2025	
Response Deadline	January 15, 2026 12:00 PM (ET)	
Anticipated Contract Effective Date	April - July 2026	

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1. INTRODUCTION

1.01 ABOUT THE FLORIDA PREPAID COLLEGE BOARD

The Florida Prepaid College Board (Board) administers two Qualified Tuition Programs for the State of Florida pursuant to Section 529 of the Internal Revenue Code: the Florida Prepaid 529 Plan (also known as the Florida Prepaid College Plan) and the Florida Investment 529 Plan (formerly known as the Florida 529 Savings Plan).

The Board is entering a new chapter in its 35+ year legacy. With the recent launch of a Salesforce-powered records administration and CRM system, a modern customer access portal, and a redesigned marketing website, the Board has created a digital-first foundation for scalable, data-driven engagement.

The Prepaid Program product mix has also been simplified to enhance clarity and improve conversion. A key messaging focus is the ability to combine the Florida Prepaid 529 Plan (also known as the Florida Prepaid College Plan) and the Florida Investment 529 Plan (formerly known as the Florida 529 Savings Plan)—products that can work together to build a comprehensive and diversified college savings strategy. Although only about 10% of customers currently use both plans, the goal is to increase dual-product adoption through side-by-side presentation during the education and enrollment journey.

Marketing execution follows a full-funnel lifecycle strategy: attract, convert, and retain. Paid, owned, and earned channels are used in a balanced, integrated manner. At is already deployed in multiple areas—such as Alpowered call transcription and sentiment scoring, knowledge base article generation, and upcoming At phone agents—to improve experience and reduce cost.

The Board is also preparing for potential long-term market shifts. The value proposition of a traditional 4-year university degree is being reevaluated by students, and some customers increasingly value the greater flexibility provided by Investment 529 Plans. The Board is evaluating the option to offer the Investment Plan nationwide in 2026.

Due to the complementary nature of the Prepaid and Investment Programs, these 529 Programs share a **total marketing budget (including any retainers) expected to range between \$20M and \$25M per year** during the tenure of the contract resulting from this ITN.

Key metrics include website traffic, conversion rate, customer acquisition cost (CAC), plan adoption, customer satisfaction, and retention. The overarching marketing objective is simple but ambitious: empower more Florida families to save for higher education.

The Board's marketing website, <u>MyFloridaPrepaid.com</u>, presents the Programs as two great 529 plans that work together to create a personalized college savings plan for families. For Program Statistics and background, please review the latest <u>Annual Report</u>.

The Board, an agency of the State of Florida created by Section 1009.97, Florida Statutes, has seven members who establish policy and monitor performance for the Prepaid and Investment Programs. The Board is administratively housed within the State Board of Administration (SBA) but exercises its powers independently. The Board employs an administrative staff of 20 FTE.

The Board is supported by two direct-support organizations:

ABLE United

Florida ABLE, Inc. (d/b/a **ABLE United**) is a 501(c)(3), nonprofit corporation with seven board members. ABLE United launched in July 2016 and administers a tax-free savings and investment program for individuals with a disability.

ABLE United is Florida's tax-advantaged savings program for individuals with disabilities. It enables eligible Floridians to save for qualified expenses while protecting access to critical benefits such as Medicaid and Supplemental Security Income (SSI). The program is preparing for a major expansion driven by the ABLE Age Adjustment Act, which takes effect January 1, 2026.

That legislation will increase ABLE account eligibility from individuals whose disability onset occurred before age 26 to those whose onset occurred before age 46, doubling the eligible population from ~500,000 to an estimated 1 million Floridians.

To support this growth, ABLE United will launch a redesigned website on January 1, 2026, and is actively exploring Salesforce integration for CRM and records administration. Marketing will need to evolve rapidly to reach both direct beneficiaries and caregivers, advocates, and professionals who influence decision-making.

While the ABLE marketing budget is expected to remain relatively stable, the scale and diversity of the audience will expand dramatically. Accessibility, inclusive messaging, and a simplified path to enrollment will become even more critical.

Marketing execution follows a full-funnel lifecycle strategy: attract, convert, and retain. Paid, owned, and earned channels are used in a balanced, integrated manner.

As with Florida Prepaid, key performance metrics include website traffic, conversion, CAC, satisfaction, and retention. The ABLE United brand must be positioned as the trusted, empowering, and accessible choice for disability-related savings in Florida—and potentially beyond.

ABLE United's marketing website, <u>ABLEUnited.com</u>, provides information about this relatively new option for individuals with disabilities to save tax-free without impacting federal benefits. For Program Statistics and background, please review the latest <u>Annual Report</u>.

The total marketing budget (including any retainers) for ABLE United is expected to range between \$1.5M and \$2.0M per year during the tenure of the contract resulting from this ITN.

Foundation

The **Florida Prepaid College Foundation** (Foundation) is a 501(c)(3), nonprofit corporation with five board members. The Foundation administers college scholarship programs.

The Foundation is evolving from a passive match program into an active statewide partner for scholarship solutions. Still grounded in its mission to expand college access for financially disadvantaged students, the Foundation is now positioning itself as "Florida's one-stop partner for college scholarships," serving donors ranging from civic clubs and PTAs to nonprofits and businesses.

For the first time, the Foundation anticipates a dedicated marketing budget to support this shift. Messaging now emphasizes Prepaid Plan scholarships as a powerful, turnkey solution. A recent campaign highlighted the Foundation's advantages:

- Prepaid Plans built specifically for scholarships
- Direct integration with colleges

- Trusted community partnerships
- Matching funds to double impact

These messages support a broader vision: standardizing the use of Florida 529 Plans for higher education scholarships in the state.

The Foundation uses the same Salesforce CRM system as Florida Prepaid and plans to build out dashboards and lead tracking to support partner cultivation and pipeline management. Marketing activities will focus on awareness, stewardship, event support, and ultimately, driving Prepaid Plan and Investment Plan sales through scholarships.

Success will be measured primarily through 529 plan sales (both Prepaid and Investment for scholarship purposes), donor satisfaction, student satisfaction and match performance. Of note, our partner stewardship framework needs further development to highlight high-performing collaborators.

The selected Respondent(s) will play a key role in building visibility, trust, and reach for the Foundation, especially among audiences unfamiliar with 529 gifting vehicles.

The Foundation's marketing website, <u>FloridaPrepaidCollegeFoundation.com</u>, currently highlights existing scholarship programs and, in the future, will focus on how the Foundation is uniquely positioned to support philanthropic and corporate giving missions related to education. For Program Statistics and background, please review the latest <u>Annual Report</u>.

The total marketing budget for the Foundation is expected to range between \$1.0M and \$1.5M per year during the tenure of the contract resulting from this ITN.

Closing Summary

Each of the Board's four programs (Prepaid, Investment, ABLE and Foundation) is in a different stage of digital, strategic, and audience evolution, but all share a deep commitment to expanding access to education and savings through clear, compelling, and inclusive marketing. Respondents should tailor their strategies to reflect the needs of each entity, demonstrating the ability to scale campaigns, operate within complex CRM environments, and deliver measurable outcomes.

The marketing partner(s) selected through this ITN will play a central role in driving long-term awareness, engagement, and program growth, ensuring that every Floridian has the information, tools, and trust needed to plan for a more secure future.

1.02 PROCUREMENT OBJECTIVE

This Invitation to Negotiate (ITN) has been issued by the Board, pursuant to Section 287.057, Florida Statutes, to obtain written offers for services (Responses) from qualified firms (Respondents) to provide advertising, marketing, partnerships and public relations services for the Prepaid Program, the Investment Program, the Foundation, and ABLE United.

The components of this ITN are: (1) Advertising and Creative Services, Digital Marketing, and Social Media Services; and (2) Public Relations, Partnerships and Events. Respondents are encouraged to address one or both components as their firms are qualified to perform.

From this ITN, the Board intends to award contracts to up to two firms.

1.03 MINIMUM QUALIFICATIONS FOR RESPONDENTS

Respondents must affirmatively state, in writing, that as of June 30, 2025, the Respondent has:

- 1. The following minimum years of experience providing the applicable services, for the component(s) that the Respondent is addressing:
 - Advertising and Creative Services, Digital Marketing, and Social Media Services: 5 years
 - Public Relations, Partnerships and Events: 5 years
- 2. The following minimum annual billings providing the following services, for the component(s) that the Respondent is addressing:
 - Advertising and Creative Services, Digital Marketing, and Social Media Services: \$15,000,000
 - Public Relations, Partnerships and Events: \$5,000,000
- 3. The Respondent has five years of experience within the financial services industry.
- 4. The Respondent maintains a permanent and active place of business in the state of Florida.
- **5.** The Respondent has not included Going Concern language in any of the previous three annual audit reports of the Respondent's financial statements.

Any Respondent that does not satisfy the minimum criteria herein shall be rejected.

2. SCHEDULE AND COMMUNICATIONS

2.01 SCHEDULE

The following schedule is set forth for informational and planning purposes. The Board reserves the right to modify this schedule as necessary to effectively administer this procurement.

Action	Date & Time	Location	
Issue Date	November 13, 2025		
Written Request for Clarification Deadline	December 4, 2025 12:00PM (ET)	ITNinfo.Prepaid@MyFloridaPrepaid.com	
Written Request for Clarification Response	December 11, 2025		
Response Deadline	January 15, 2026 12:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308	
Response Opening*	January 15, 2026 2:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308	
Evaluator Scoring Validation*	January - February 2026	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308	
Negotiation Period	January - April 2026		
Negotiation Vote*	January - April 2026	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308	
Notice of Intended Award	January - April 2026		
Anticipated Contract Effective Date	April - July 2026		

^{*} Indicates public meeting. Notice of public meetings will be posted in the Florida Administrative Register (FAR).

2.02 OFFICIAL NOTICES

All notices, addenda, revisions, decisions, intended decisions, and other information relating to this procurement will be electronically posted on the State of Florida MyFloridaMarketPlace (MFMP) website. The Respondent is responsible for monitoring MFMP. The Board does not guarantee information obtained from other sources.

Please visit: https://vendor.myfloridamarketplace.com/search/bids

Organization: **State Board of Administration**Agency Advertisement Number: **25-02**

2.03 COMMUNICATIONS AND RESTRICTIONS THEREOF

In accordance with Section 287.057, Florida Statutes, 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. The procurement officer for this procurement is:

Shanna Rains, ITN Administrator

Email: ITNinfo.Prepaid@MyFloridaPrepaid.com

The Board is the only entity authorized to issue news releases relating to this procurement and any resulting contract.

3. DESCRIPTION OF SERVICES

3.01 SERVICES

The components of this ITN include: (1) Advertising and Creative Services, Digital Marketing, and Social Media Services; and (2) Public Relations, Partnerships and Events. The components are referred to collectively in this document as "Communication Services." The Board's current contracts for services expire on June 30, 2026.

The Respondent(s) selected will perform the services of one or more of the component areas below. Retainer services are proposed for each component area. Retainer figure(s) may be requested in Appendix B: Written Response Packet, Tab 5: Pricing Schedule.

When bidding on a component, a Respondent is bidding on <u>all</u> services listed within that component.

Services will be mutually agreed upon by the Board and Respondent(s), pursuant to this negotiation process and formally documented in Exhibit A of the resulting contract(s) attached herein as Appendix A.

A. ADVERTISING AND CREATIVE SERVICES, DIGITAL MARKETING AND SOCIAL MEDIA SERVICES

The following Services are to be included in the retainer figure(s) requested in Appendix B: Written Response Packet, Tab 5: Pricing Schedule. These retainer services are minimum expected performance requirements, which are not impacted by changes to or within the Communication Services budget. Services not indicated to be part of the retainer may be billed, if prior written approval by the Board is received in advance, as a passthrough cost or using hourly rates resulting from this ITN, as appropriate.

<u>Services Category</u>	<u>Prepaid/Investment</u>	ABLE United	<u>Foundation</u>
Strategic Planning	Retainer	Retainer	Passthrough/Hourly
Creative and Content Development	Retainer	Retainer	Passthrough/Hourly
Media Planning and Buying	Retainer	Retainer	Passthrough/Hourly
Web, UX, and Analytics	Retainer	Retainer	Passthrough/Hourly
Social Media Services	Retainer	Retainer	Passthrough/Hourly
Measurement and Optimization	Retainer	Retainer	Passthrough/Hourly
Project-Based Services	Passthrough/Hourly	Passthrough/Hourly	Passthrough/Hourly

1. Strategic Planning

- Develop and maintain annual and quarterly integrated marketing plans aligned with the Board's strategic goals and program enrollment cycles.
- Conduct foundational research and incorporate Florida-specific demographics, behavioral data, and market insights.
- Present creative concepts and strategic approaches for campaigns.
- Coordinate cross-functional timelines and facilitate internal review and approval processes.
- Collaborate with all Board partners, including direct-support organizations, strategic vendors, and media partners.
- Support executive-level briefings, strategy sessions, and attend quarterly Board meetings.
- Provide executive counsel to ensure alignment on high-visibility initiatives, including **incident response support and communications**.
- Provide detailed monthly billing statements and performance reporting against plan objectives and KPIs.

2. Creative and Content Development

- Design and implement campaigns across paid, owned, earned, and shared media channels.
- Produce high-quality **creative assets** including print, digital, audio, video, broadcast, and web-based content, including direct mail.
- Create, maintain, and ensure adherence to comprehensive brand guidelines for all programs.
- Provide **editorial quality assurance**, proofreading, and **compliance review** for all assets to ensure brand consistency and accessibility.
- Create and produce digital and print versions of all collateral and other customer facing materials.
- Create and produce **promotional items** and manage the storage and distribution of such items.

3. Paid Media Planning and Buying

- Execute paid media buys across traditional, digital, social, programmatic, and emerging platforms.
- Continuously optimize placements using audience research, historical performance, and platformspecific best practices.
- Negotiate added-value placements, in-kind contributions, and cost efficiencies.

4. Web, UX, and Analytics

- Maintain and enhance program Marketing websites, ensuring mobile responsiveness, ADA compliance, and content relevance.
- Create **blog content** and content calendar to assist with website SEO/GEO, as well as digital newsletters, and email journeys.
- Develop and manage analytics to monitor and optimize ROI, conversions, and engagement metrics.

- Oversee all campaign tagging, pixel tracking, and website performance monitoring tools.
- Design and implement email marketing strategies, including calendarized sends for campaigns, as well as lead and customer journeys.
- Manage audience segmentation, lifecycle messaging, and customer personas for tailored outreach.

5. Social Media Services

- Develop and execute a **strategic organic social media plan**, including platform-specific strategies for engagement, reach, and retention.
- Design and publish content across social platforms, ensuring **brand consistency** and alignment with campaign objectives.
- Monitor social media channels for engagement opportunities, community sentiment, and reputational risk.
- Respond to customer inquiries and conversations in a timely, professional, and on-brand manner.
- Maintain an editorial calendar and coordinate content across paid, owned, and earned teams for message alignment.
- Identify and engage relevant digital influencers and content creators to amplify program messages.
- Track and report **key performance metrics** for social media, including impressions, engagement rates, share of voice, coverage quality, and sentiment analysis.

6. Measurement and Optimization

- Provide quarterly performance with actionable insights and recommendations.
- Continuously refine messaging, tactics, and content strategy based on performance data and market signals.

7. Project-Based Services

The following services are outside the scope of the retainer and will be billed on a project basis. Pricing must be itemized separately and net of any discounts or commissions:

- Production of custom video, photography, and original multimedia content.
- Additional digital / website development work for specific projects, including new product website
 enhancements and modifications, as directed by the Board.
- Development of microsites, re-platforming projects, and large-scale digital tools.
- Language translation and cultural adaptation of social materials.
- Social media promotions, contests, or incentive-based campaigns with prizes.
- Focus groups, surveys, whitepapers, and custom research projects.
- Printing, mailing, and distribution of physical materials.
- Promotional item printing and shipping.
- Email development and administration within Salesforce Marketing Cloud for CRM-integrated email journeys, automation, and customer nurture flows.

• All third-party passthrough costs, including influencers/content creator fees, platform fees, stock content, and vendor-provided services.

B. PUBLIC RELATIONS, PARTNERSHIPS, AND EVENTS

The following Services are to be included in the retainer figure(s) requested in Appendix B: Written Response Packet, Tab 5: Pricing Schedule. These retainer services are minimum expected performance requirements, which are not impacted by changes to or within the Communication Services budget. Services not indicated to be part of the retainer may be billed, if prior written approval by the Board is received in advance, as a passthrough cost or using hourly rates resulting from this ITN, as appropriate.

<u>Services Category</u>	<u>Prepaid/Investment</u>	ABLE United	<u>Foundation</u>
Strategic Planning	Retainer	Retainer	Passthrough/Hourly
Media Relations and Storytelling	Retainer	Retainer	Passthrough/Hourly
Partnership Development and Management	Retainer	Retainer	Passthrough/Hourly
Community Engagement	Retainer	Retainer	Passthrough/Hourly
Event Strategy and Execution	Retainer	Retainer	Passthrough/Hourly
Measurement and Reporting	Retainer	Retainer	Passthrough/Hourly
Project-Based Services	Passthrough/Hourly	Passthrough/Hourly	Passthrough/Hourly

1. Strategic Planning

- Develop and implement an **annual engagement plan** that aligns with Board objectives and supports a full lifecycle marketing approach.
- Identify and prioritize **high-impact engagement opportunities** across family, educational, health, financial, and employer-based channels.
- Recommend scalable integration models that embed messaging naturally into environments where
 users are already active and attentive.
- Design and manage a master engagement calendar and integrated outreach timeline across partner and event activations.
- Collaborate with Board staff, third-party vendors, and community partners to ensure coordinated implementation and message consistency.
- Maintain a strategic media calendar aligned with campaign milestones, enrollment periods, public events, and partner activations.
- Monitor public sentiment and industry trends to proactively shape messaging and identify timely
 engagement opportunities.

- Provide **executive counsel and media strategy support** to ensure alignment on high-visibility initiatives, including incident response support and communications.
- Prepare performance summaries to inform executive-level planning and resource allocation.

2. Media Relations and Storytelling

- Manage all aspects of **earned media efforts**, including press releases, media advisories, editorial pitches, and talking points.
- Cultivate relationships with local, regional, and statewide media to increase coverage and enhance the Board's credibility across programs.
- Develop **feature narratives**, **thought leadership opportunities**, **and editorial content** that position Florida Prepaid and its programs as trusted education and financial resources.
- Provide **media training and interview preparation** for designated spokespersons.
- Monitor and report all media coverage, including, but not limited to, providing the Board with a daily report, a weekly summary, as well as a quarterly analysis of all media coverage related to the Board, other states' 529 plans, and related industry news.
- Preparation of the three brand annual reports, including design and copywriting.

3. Partnership Development and Management

- Source and cultivate relationships with organizations and institutions that can provide **consistent**, **high-volume access to prospects and customers** through trusted communication channels.
- Develop **toolkits and co-branded materials** that enable partners to easily incorporate college savings messaging into their existing workflows.
- Design and manage opt-in programs, sweepstakes, and lead capture tools that facilitate **measurable partner engagement** and allow for post-activation tracking.
- Provide responsive **partner support and onboarding**, including briefings, asset customization, and implementation guidance.

4. Community Engagement

- Identify and engage relevant **brand ambassadors and stakeholder advocates** to amplify program messages at key events, managing recruitment, training, invoicing, tracking, etc.
- Facilitate partnerships with trusted voices to build credibility and drive authentic storytelling aligned with Board priorities.
- Support grassroots and community engagement initiatives that enhance reach, deepen trust, and elevate program relevance.

5. Event Strategy and Execution

- Design and execute a wide range of event experiences, including family-focused community events, school-based activations, webinars, educational sessions, and professional engagement opportunities.
- Oversee all aspects of event logistics, including planning, staffing, collateral production, and on-site support.

- Develop supporting assets and pre/post-event digital communications to amplify reach and reinforce calls to action.
- Ensure alignment with the Board's brand and campaign goals at every touchpoint.

6. Measurement and Reporting

- Define and track key performance indicators across public relations, partnership, and event engagements, including audience reach and frequency, engagement and lead generation, conversion indicators, and cost-efficiency metrics.
- Use outcome data to inform future strategy, optimize resource allocation, and scale high-performing models.
- Provide **quarterly performance reports** with actionable recommendations and deliver insights in ad hoc briefings.
- Continuously refine messaging, tactics, and content strategy based on performance data and market signals.

7. Project-Based Services

The following services are outside the scope of the retainer and will be billed on a project basis. Pricing must be itemized separately and net of any discounts or commissions:

- Venue rentals, catering, A/V services, and on-site logistics.
- Custom printing, shipping, or fulfillment of promotional items and collateral.
- Custom video, podcast, or multimedia production for earned or shared media use.
- Paid amplification of earned media through sponsored placements.
- Research studies, polling, or whitepaper development.
- Paid media, sponsorships, promotional fees, brand ambassadors, advocates, and partnerships.
- Translation services and cultural adaptation of materials.
- Passthrough costs from third-party vendors.

3.02 CONTRACT

The Board intends to enter into a written contract with the Respondent(s) that offers the best value to the Board for the services included in this solicitation, as determined by the Board. The contract will incorporate this solicitation and amendments thereof, the written requests for clarifications and the answers thereof, and the Response provided by the contracting Respondent, including any and all supplemental Responses as requested by the Board.

A copy of an example contract is provided in Appendix A. The Board reserves the right to modify this contract pursuant to the negotiations addressed herein. The final contract language will reflect the actual scope of work as refined during this ITN process.

If the language between this solicitation and the contract conflict with the terms of State of Florida General Contract Conditions (<u>PUR 1000</u>) or State of Florida General Instructions to Respondents (<u>PUR 1001</u>), incorporated herein by reference, this solicitation and the contract shall control.

Failure to meet any contractual obligations may result in cancellation of any award.

4. RESPONSE

4.01 MANDATORY REQUIREMENTS

The Board has established certain mandatory requirements that must be included in a Response. The use of "shall", "must", or "will" (except to indicate simple futurity) indicates a mandatory requirement or condition. The words "should" or "may" indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable attribute will not by itself cause rejection of a Response.

Respondents who meet the minimum qualifications and that have satisfied the mandatory requirements will be considered; any Respondent who does not will be rejected.

4.02 RESPONSE FORMAT AND CONTENT

Respondents must provide the following information in the form/format specified. Failure to comply with the instructions herein is sufficient cause to reject a Response.

The Written Response Packet is included herein as Appendix B and includes the following forms:

<u>Tab 1 – Invitation to Negotiate Acknowledgement</u>

The Invitation to Negotiate Acknowledgment must be completed and signed by an officer or agent of the Respondent who is empowered to bind the Respondent in a contract. An executed acknowledgement, with the requested materials that follow, constitute an offer from the Respondent to provide the services detailed in this solicitation under the contractual terms provided herein.

Tab 2 – Minimum Qualifications

The Minimum Qualifications form represents a written attestation that the Respondent meets the minimum qualifications set forth in this solicitation.

Tab 3 – Organizational and Strategic Experience

The Organizational and Strategic Experience form collects information about the Respondent, the assigned team, and the relevant experience thereof.

Tab 4 – Work Examples

The Work Examples form has multiple sections: (1) Advertising and Creative Services, Digital Marketing, and Social Media Services (2) Public Relations, Partnerships and Events. Please see Appendix B for specific instructions.

TAB 5 - Pricing Schedule

The Pricing Schedule represents the price offered for the services set forth in this solicitation. The Respondent, if awarded the contract, will receive compensation under the contract resulting from this procurement based upon the agreed upon price contained in the Pricing Schedule.

The forms provided herein are made available in Microsoft Word on the Board's website for ease of completion.

Please visit: myfloridaprepaid.com/who-we-are/about-the-board/board-reports-and-plans/.

4.03 DELIVERY

A Respondent, including any Related Entities, may submit only one Response, regardless of addressing one or both components. Submission of more than one Response by a Respondent, or by the Respondent and a Related Entity, shall cause the rejection of all Responses submitted by the Respondent and the Related Entity. For this purpose, "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 Section 1504 of the Internal Revenue Code.

Responses must be complete on the date delivered. Additional information submitted after the Response, or separate from the Response, will not be considered unless specifically requested by the Board and only to the extent requested.

The Respondent is responsible for the timely and proper delivery. Responses that, for any reason, are not delivered timely will be retained by the Board but will not be considered.

Delivery to the Board

Each Response shall be prepared simply and economically providing a straightforward and concise delineation of the Respondent's capabilities to satisfy the requirements of this procurement.

Each Respondent shall deliver one complete electronic submission of the Response in Word or PDF format to: ITNinfo.Prepaid@MyFloridaPrepaid.com

4.04 CONFLICTS OF INTEREST

Any award hereunder will be subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the State of Florida, the Board, or any agency of the State of Florida. Respondents must disclose the name of any state employee who owns, directly or indirectly, interest of five percent or more in the Respondent.

4.05 RESPONSE TENURE

All Responses are valid for one hundred eighty (180) days from the 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 procurement.

5. ITN PROCESS

5.01 OVERVIEW

This is a multi-phase competitive procurement process, pursuant to Section 287.057, Florida Statutes, whereby all Respondents shall receive fair and equal treatment. Respondents will not be eliminated from consideration until the posting of the Notice of Intended Award.

5.02 REQUESTS FOR CLARIFICATION

Prior to the Written Request for Clarification deadline, the Board will accept requests for clarification from prospective Respondents. Questions concerning the conditions and/or specifications of this procurement must be addressed in writing, using the Request for Clarification Form provided in Appendix C. Written Requests for Clarification delivered to the ITN Administrator in a proper and timely manner will receive a written answer communicated publicly via MFMP.

Requests for clarification and answers thereto shall be considered an addendum to, and an integral part of, this solicitation document.

5.03 MANDATORY REQUIREMENTS ASSESSMENT

Upon timely and proper receipt, each Response will be reviewed to determine whether the Respondent meets the minimum qualifications and satisfies mandatory requirements set forth in this solicitation. The Board reserves the right to determine which Responses meet the minimum criteria and the right to accept Responses that deviate in a minor or technical fashion, as determined by the Board.

This assessment is binary (pass/fail); there are no points awarded for meeting the minimum qualifications or satisfying the mandatory requirements. Respondents that do not meet the minimum qualifications or satisfy the mandatory requirements will be removed from consideration.

5.04 EVALUATION PHASE

Each Response for which the Respondent meets the minimum qualifications and satisfies the mandatory requirements will be evaluated, independently, by members of an Evaluation Team appointed by the Board.

Response Evaluation

The Evaluation Team will award points individually for each component and each Response in the following areas:

Component	Total Points Awarded per Evaluator
Written Response: Organizational and Strategic Experience (Tab 3)	400
Written Response: Work Examples (Tab 4)	400
Written Response: Pricing Schedule (Tab 5)	200
Total	1000

Pricing Schedule Evaluation

Each Pricing Schedule Response will be evaluated relative to the lowest responsive price offered. Points will be awarded using the following formula:

 $(X/N) \times P = Z$; where:

X = Lowest Responsive Pricing Schedule;

N = Proposed Pricing Schedule;

P = Maximum Points Available

Z = 100 Awarded Points

The calculated points awarded will be rounded to the nearest whole number. Decimal values less than 0.50 will be rounded down to the next whole number; decimal values greater than, or equal to, 0.50 will be rounded up to the next whole number. The minimum possible calculated points awarded will be 0.

The Evaluation Team also will award up to 100 points based on evaluation of Respondent's hourly rates.

Ranking of Respondents and Selection of the Shortlist for Negotiation

After the Evaluation Team has evaluated each Response independently, the individual scores will be aggregated to determine the total score for each Response. The Respondents will be ranked based on the total score for their Response and the Board will select the highest-ranked Respondents, within a competitive range, for negotiation (Shortlist).

The Board intends to select up to five (5) Respondents to the Shortlist, in each ITN component. However, the Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for negotiation. The Board will provide individual notice to each Shortlist Respondent.

5.05 NEGOTIATION PHASE

The Board will appoint a Negotiation Team to conduct negotiations with the Shortlist Respondents. The Board intends to negotiate concurrently with the Shortlist Respondents, however, the Board may change the method of negotiation (e.g., concurrent versus by order of ranking), 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 a contract to the responsive and responsible Respondent(s) that the Board determines will provide the best value to the Board. The Board will provide public notice of selection via Notice of Intended Award posted on MFMP.

6. GENERAL INFORMATION

6.01 LEGAL REQUIREMENTS

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

6.02 BOARD RIGHTS

The Board, in its sole discretion, may take any of the following actions and may determine the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision:

- 1. Modify this solicitation, after posting notice thereof.
- 2. Review and rely on relevant information contained in a Response.
- 3. Change the members of the Evaluation Team and/or Negotiation Team.
- 4. Request supplemental Responses from a Respondent.
- **5.** Contact previous clients of a Respondent, as identified by the Respondent, to inquire about the Respondent's ability to deliver on the services offered.
- 6. Expand the Shortlist, after posting notice thereof, to include additional responsive Respondents.
- 7. Require any or all Respondent(s) to address services, prices, or conditions offered by any other Respondent.
- **8.** Schedule additional negotiating sessions with any or all Respondent(s).
- 9. Decline to conduct further negotiations with any Respondent.
- 10. Reopen negotiations with any Respondent.
- 11. Require any or all Respondent(s) to provide a best and final offer.
- **12.** Take any administrative steps deemed necessary to determine final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this procurement.
- 13. Arrive at an agreement with any Respondent, finalize principal contract terms and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
- **14.** Accept or reject any and all Responses and to award the contract in the best interests of the State of Florida.

6.03 PUBLIC ACCESS TO RECORDS

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

Negotiations between the Board and Respondent are exempted from being held as public meetings by Section 286.0113(2)(a), Florida Statutes. In addition, strategy meetings held by Negotiation Team are also exempted by Section 286.0113(2)(a), Florida Statutes.

6.04 PROPERTY OF BOARD

All Responses become the property of the Board upon receipt and will not be returned to the Respondent. The Board has the right to use any and all ideas or adaptations of ideas contained in any Response received in for this solicitation. 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 solicitation will be owned by the Board unless otherwise agreed to in writing by the Board.

6.05 COST OF DEVELOPING AND SUBMITTING RESPONSES

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