

INVITATION TO NEGOTIATE

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Issuer: Florida Prepaid College Board

ITN Number: ITN 19-03

Issue Date	May 8, 2019
Written Request for Clarification Deadline	May 15, 2019 12:00PM (ET)
Written Request for Clarification Response	May 17, 2019
Response Deadline	May 31, 2019 12:00PM (ET)
Anticipated Notice of Intended Award	June 2019

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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 Stanley G. Tate Florida Prepaid College (Prepaid) Program (\$13.6 billion) and the Florida 529 Savings (Savings) Program (\$600 million). The Prepaid Program allows Florida families to prepay the cost of college tuition, required fees, and dormitory housing at a state college or university in Florida at a price lower than the projected future cost of enrollment. The Savings Program allows families nationwide to invest for future higher education expenses.

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 Savings Programs. The Board is administratively housed within the State Board of Administration (SBA) but exercises its powers independently.

Section 1009.986, Florida Statutes, provides that the Florida ABLE Savings Program (Florida ABLE) (\$12 million) shall be operated through Florida ABLE, Inc., a direct support organization of the Board. Florida ABLE (marketed as ABLE United) is a new savings program for individuals with disabilities to save tax-free without affecting eligibility for federal benefits.

Section 1009.983, Florida Statutes, creates the Florida Prepaid College Foundation (Foundation) to administer the Florida Prepaid Tuition Scholarship Program (\$20 million). The Florida Prepaid Tuition Scholarship Program is established to provide economically disadvantaged youth with prepaid postsecondary tuition scholarships.

For more information, please visit myfloridaprepaid.com, ABLEUnited.com and/or floridaprepaidcollegefoundation.com

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 commingled investment option services, to include but not be limited to mutual funds, exchange traded funds and collective trusts (Responses) from qualified firms (Respondents) to be utilized by the Board's Prepaid Program, Savings Program, Florida ABLE and the Foundation.

The Board intends to contract with one or more Respondents (but does not anticipate contracting with more than four) that will provide the Board's Prepaid Program, Savings Program, Florida ABLE and the Foundation access to their active and passive commingled offerings, as each Program may need from time to time.

When selecting a commingled product for a specific asset class, the Board will review each contracted Respondent's options and make a selection based on the best value to the Board. This procurement is for access to the Respondent's commingled product offerings. No funds are guaranteed under this procurement.

1.03 MINIMUM QUALIFICATIONS FOR RESPONDENTS

Respondents must affirmatively state, in writing, that the Respondent:

1. Currently provides commingled products to at least one 529 savings plan.
2. Agrees to enter into a contract substantially in form with Appendix A.
3. Acknowledges their understanding that this procurement provides access to the Respondent's suite of commingled products and the Board may be contracting with multiple Respondents. The selection of specific commingled products will be from each selected Respondent's offerings and based on best value to the Board. No funds are guaranteed.

4. Agrees that the only allowable fees are the expense ratios associated with each product. No additional fees will be paid by the Board.
5. Agrees to provide the services as detailed in Section 3 and agrees to all other requirements as stated in the ITN.
6. Has its principal place of business and corporate charter located and registered in the United States.
7. 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	May 8, 2019	
Written Request for Clarification Deadline	May 15, 2019 12:00PM (ET)	ITNinfo.Prepaid@MyFloridaPrepaid.com
Written Request for Clarification Response	May 17, 2019	
Response Deadline	May 31, 2019 12:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Response Opening*	May 31, 2019 2:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Evaluator Scoring Validation*	June 2019	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Negotiation Period	June 2019	
Negotiation Vote*	June 2019	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Notice of Intended Award	June 2019	

* 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 Vendor Bid System (VBS) website. The Respondent is responsible for monitoring VBS. The Board does not guarantee information obtained from other sources.

Please visit: myflorida.com/apps/vbs/vbs_main_menu.

Agency: **State Board of Administration**

Title: **ITN 19-03**

2.03 COMMUNICATIONS AND RESTRICTIONS THEREOF

In accordance with Section 287.057, Florida Statutes, Respondents to this procurement or persons acting on their behalf may not contact, between the release of the procurement 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 procurement, except in writing to the procurement officer or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a Response. The procurement officer for this procurement is:

Kelia Wilkins, 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 Respondent(s) with whom the Board enters into an agreement, pursuant to this procurement, shall perform comprehensive investment management services utilizing commingled investment products including, but not limited to, mutual funds, exchange traded funds and collective trusts. The Board may utilize commingled investment products employing an active or passive management style, for one or more of the investment classes utilized by the Prepaid Program, Savings Program, Florida ABLE and the Foundation. Services shall include but may not be limited to:

1. Serve as an agent of the Board to manage and invest assets at the discretion of the Board.
2. Provide access to commingled investment vehicles available to the Board for investment of any amount, in any available vehicle, on any trading day at the discretion of the Board.
3. Provide expense ratios and net of expense investment performance for monthly, quarterly and/or annual statements.
4. Allow approved logos, trademarks and disclosure materials be included in marketing materials created by the Board.
5. Upon request, and for a negotiated fee, make presentations to the Florida Prepaid College Board on investment topics including, but not limited to: strategy, mechanics, environment, performance and projections.

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 procurement, as determined by the Board. The contract will incorporate this procurement 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 the contract, which details the responsibilities of the contracting Respondent(s), is provided as Appendix A. The Board reserves the right to modify this contract pursuant to the negotiations addressed herein.

If the language between this procurement and the contract conflict with the terms of State of Florida General Contract Conditions ([PUR 1000](#)) or State of Florida General Instructions to Respondents ([PUR 1001](#)), incorporated herein by reference, this procurement 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 Written Response Packet which is included as Appendix B. Failure to comply with the instructions herein is sufficient cause to reject a Response.

The Written Response Packet includes the following forms:

Tab 1 – Invitation to Negotiate Acknowledgement

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 procurement 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 procurement.

Tab 3 – Organization

The Organizational Experience form collects information about the Respondent's experience and products.

Tab 4 – Relationship with the Board

The Relationship with the Board form collects information about how the Respondent will interface with the Board's custodian bank in addition to the Respondent's reporting capabilities, share classes, revenue sharing and the Board's use of the Respondent's name and logo.

Tab 5 – Commingled Products

The Commingled Products form collects performance and fee information relating to Respondent mutual funds for specific asset classes.

Tab 6 – Marketability

The Marketability form collects information relating to the Respondent's relationships with other 529 plans, product ratings and investment strategies.

The forms provided herein are made available in Microsoft Word on the Board's website for ease of completion. Responders must use the provided forms. Additional information may be added as appendixes to support the forms. However, primary consideration will be given to the information provided in the forms.

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

4.03 DELIVERY

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 the following:

1. Four (4) complete electronic copies of the Response on four (4) USB hard drives – one (1) copy per drive.
2. One (1) unbound original copy of the Response.
3. Four (4) bound copies of the Response. Fancy bindings and promotional material are not desired.

All Responses must be executed and submitted in a sealed package. The face of the package must contain the number and title of this procurement and the date of the response. See Section 2 for delivery date, time, and address.

Responses received by facsimile, telephone, or email will be rejected.

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. Respondents must disclose all investment products, annuities, mutual funds or other similar type savings plans that are marketed or sold by the Respondent, its proposed subcontractors or any Related Entity of the Respondent or any subcontractor, for other states as a part of a prepaid college fund or a college savings fund or for any Qualified Tuition Program.

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 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 publically via VBS.

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

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 for each Response in the following areas:

Component	Maximum Points Awarded
Organization (Tab 3)	10
Relationship with the Board (Tab 4)	20
Commingled Products (Tab 5)	
Expense Ratio	
-Tier I	15
-Tier II	5
Performance	
-Tier I	20
-Tier II	10
Marketability (Tab 6)	20
Total	100

Commingled Products Evaluation

Each commingled product response will be evaluated on the products expense ratio and performance.

Expense ratio - evaluation will be relative to the lowest responsive expense ratios. A maximum of 20 Points will be awarded (15 for Tier 1 Funds + 5 For Tier II funds). Points will be awarded using the following formula:

Tier I Funds

For each asset class

$(X/N) \times P = Z$; $T = (\text{Asset Class 1 } Z + \text{Asset Class 2 } Z + \text{Asset Class 3 } Z + \text{Asset Class 4 } Z)/4$, where:

X = Lowest Responsive Expense Ratio;

N = Proposed Expense Ratio;

P = Maximum Points Available (15)

Z = Asset Class Points

T = Awarded points

Tier II Funds

For each asset class that includes a response

$(X/N) \times P = Z$; $T = (\text{Addition of } Z \text{ for each asset class in response})/\text{number of asset classes in response}$, where :

X = Lowest Responsive Expense Ratio;

N = Proposed Expense Ratio;

P = Maximum Points Available (5)

Z = Asset Class Points

T = Awarded Points

Performance - evaluation will be relative to the highest responsive performance. A maximum of 30 Points will be awarded (20 for Tier 1 Funds + 10 For Tier II funds). Points will be awarded using the following formula:

Tier I Funds

For each asset class

$(X/N) \times P = Z$; $T = (\text{Asset Class 1 } Z + \text{Asset Class 2 } Z + \text{Asset Class 3 } Z + \text{Asset Class 4 } Z)/4$, where:

X = Highest Responsive Performance;

N = Proposed Performance;

P = Maximum Points Available (20)

Z = Asset Class Points

T = Awarded points

Tier II Funds

For each asset class that includes a response

$(X/N) \times P = Z$; $T = (\text{Addition of } Z \text{ for each asset class in response})/\text{number of asset classes in response}$, where :

X = Highest Responsive Performance;

N = Proposed Performance;

P = Maximum Points Available (10)

Z = Asset Class Points

T = 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.

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. 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) 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 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 VBS.

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 procurement, 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. 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.

6.03 PUBLIC ACCESS TO RECORDS

Responses to this procurement 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 procurement. 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 procurement 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.

INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (the "Agreement"), is entered into this ____ day of _____, 2019, by and between the FLORIDA PREPAID COLLEGE BOARD ("Board"), an agency of the State of Florida, and _____ (the "Manager"), a corporation operating under the laws of the State of _____ and doing business in the State of Florida to provide certain investment management services to the Board's Prepaid Program, Savings Program, the Florida ABLE Program and the Florida Prepaid College Foundation (the "Programs").

BACKGROUND

An Invitation to Negotiate, Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation, ITN 19-03, (the "ITN") was issued by the Florida Prepaid College Board on or about May 1, 2019. The Florida Prepaid College Board determined that the Manager has the expertise, organizational capacity, financial resources, and ability to perform services for the Programs as required pursuant to this Agreement.

THEREFORE, in consideration of the services to be performed and the payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

I. SERVICES

A. REPRESENTATIONS AND WARRANTIES

The Manager represents and warrants that:

1. It is a duly registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), and further represents, warrants, and agrees that it will continue at all times during the term of this Agreement to be an investment adviser and manager, as well as a fiduciary as described in paragraph 2 of this Section and that it will comply with all federal and state security laws, rules and regulations applicable to the Manager, as well as all other state and local laws referenced by this Agreement and all rules adopted hereafter ; and

2. It is an "investment manager" as such term is defined in the Employees Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1002(38), with respect to the assets designated by the Board as subject to this Agreement (the "Account") and, by reason thereof, a fiduciary as such term is defined in ERISA., with respect to the Account. Nothing in this paragraph incorporates any other term or provision of ERISA and the terms and provisions of ERISA are not applicable to this Agreement; and

3. It is a corporation duly organized, validly existing, and in good standing under the laws of the United States and the State of Delaware and has the power and authority to carry on

its business as now being conducted and has the power and authority to execute, deliver, and perform this Agreement; and

4. It is duly qualified and in good standing in such other states of the United States as well as in foreign countries or political subdivisions thereof, as is necessary to perform this Agreement; and

5. It has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Manager enforceable against it in accordance with its terms except as may be limited by federal and state laws affecting the rights of creditors generally and except as may be limited by legal or equitable remedies; and

6. It has made, obtained, and performed all other registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, or required by any other person, corporation or other entity in order to execute, deliver, and perform this Agreement; and

7. To the best of the Manager's knowledge, neither the execution, delivery, nor performance of this Agreement by the Manager will violate any law, statute, order, rule, regulation, judgment, order or decree by or of any federal, state, local, or foreign court or governmental authority, domestic or foreign, to which the Manager is subject nor will the same constitute a breach of, or default under, provisions of any agreement or contract to which it is a party or by which it is bound.

8. It is possessed in the legal authority and capacity to enter into and perform this Agreement.

9. It has been duly authorized to operate and do business in all places where it will be required to conduct business under this Agreement; that it has obtained, at no cost to the State of Florida, all necessary licenses and permits required in connection with this Agreement; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the performance of this Agreement.

10. It has no present interest nor will acquire any interest which would conflict in any manner with the Manager's duties and obligations under this Agreement.

B. DESCRIPTION OF SERVICES

1. The Board hereby appoints the Manager as an investment manager with the power to invest and manage the Account as set forth below.

2. The Manager is hereby directed to invest and reinvest the Account solely in each of the family of funds as the Board and the Manager may agree (the "Fund"). The Manager shall not have any discretion to invest the Account in any investment other than the Fund. It shall be

solely the responsibility of the Board to determine when to liquidate all or a portion of the Account's investment in the Fund, and the Manager shall not liquidate any portion of the Account's investment in the Fund unless and until it receives written direction from the Board.

3. The Manager will provide access as may be requested by the Board to data and reporting of gross and/or net of fee investment performance; this may include monthly, quarterly and/or annual statements.

4. For the duration of the time that the Manager provides services under this Agreement, the Board shall have the right to use, and the Manager grants to the Board a royalty-free, non-exclusive and non-transferable license, in the United States, its territories and possessions, to use the registered mark " _____ " and all related logos for use in marketing materials created by the Board relating to the Account's investment in the Fund.

5. The Manager will provide disclosure materials concerning the Fund as may be requested by the Board for inclusion in any disclosure booklet for the Programs.

6. Upon request, and for a negotiated fee, the Manager will make presentations to the Board, or as otherwise reasonably requested by the Board on investment topics including but not limited to investment strategy, mechanics, environment, performance and projections.

7. All services provided under this Agreement with respect to the Account shall be provided in accordance with the ITN. All provisions of the ITN, the Questions and Answers regarding the ITN, and the Manager's Proposal submitted in response to the ITN are incorporated by reference and attached to this Agreement as Composite Exhibit "A."

8. The Manager agrees to discharge its duties, as investment manager and fiduciary, with respect to the Account solely in the interest of the Board and the beneficiaries thereunder and (a) with the care, skill, prudence, and diligence that a prudent man acting in the like capacity and familiar with such matters, under the then present circumstances, would use in the conduct of an enterprise of a like character and with like aims, and (b) in accordance with the investment instructions as the Board may furnish to the Manager in writing from time to time and with this Agreement.

C. DURATION AND CONSIDERATION

1. The duration of this Agreement shall be for seven (7) years beginning _____, 2019, and continuing through _____, 2026. The Board reserves the right, in its discretion, to renew this Agreement for seven (7) additional years under the terms and conditions set forth herein or under such terms and conditions as the parties may mutually agree upon. The renewal may be divided into increments or may be for a complete term. Any renewal or extension will be in writing and executed by both parties to this Agreement.

2. The continuation of this Agreement shall be contingent upon the satisfactory performance and evaluation of the Manager by the Board. The Board may terminate this

Agreement or any part of this Agreement, without penalty or cost, at its convenience at any time and for any reason. Such termination will be effective at such time as is determined by the Board.

3. In the event the Manager files for protection or reorganization or a petition for involuntary bankruptcy is filed against the Manager, under the United States Bankruptcy Code, during the term of the Agreement, the term of this Agreement shall automatically convert to a single one-year contract terminating on the next June 30, after the bankruptcy petition is filed. In such event, the Board shall have the option to renew the Agreement or any portion of this Agreement in accordance with this Agreement or such conditions as may be negotiated between the parties for a number of one-year Agreement extensions which shall be equal to the number five minus the number of years remaining under the term of the Agreement pursuant, prior to the filing of the bankruptcy petition. Each such one-year Agreement renewal shall be contingent upon continued need and satisfactory performance by the Manager.

4. The Manager will not be paid an investment management fee with respect to the services performed under this Agreement. _____, will be compensated pursuant to the Statutory Prospectus for the Fund. The Board shall pay the fees associated with holding Class ___ shares of the Fund.

5. The Manager shall be compensated for services set forth in Section B.6 in such manner as will be agreed upon, from time to time, by the Manager and the Board.

6. All out-of-pocket expenses of the Manager, including without limitation, mailing and telephone expenses, travel expenses, salaries, and overhead costs, are to be paid for by the Manager, unless previously approved by the Board.

7. Any invoices submitted by the Manager seeking payment for services rendered under the terms of this Agreement shall be submitted to the Board in sufficient detail to ensure proper pre-audit and post-audit thereof.

D. NONEXCLUSIVE RIGHTS

By this Agreement, the Board does not intend to grant any firm the exclusive rights to provide all materials or services required by the Board during the period covered by the Agreement.

E. SEVERABILITY

If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions, and this Agreement will be construed and enforced as if such provisions had not been included.

F. NO ASSIGNMENTS

No assignment, as that term is defined in the Investment Advisers Act, nor any other form of assignment, transfer, or conveyance of this Agreement will be made by the Manager without the prior written consent of the Board.

II. SPECIAL TERMS

A. OWNERSHIP OF MATERIALS

The Board owns all materials developed and produced for the Board under this Agreement, unless otherwise agreed to in writing by the Board. The provisions of this Paragraph shall survive the termination of this Agreement.

B. PUBLIC RECORDS

Section 1009.987(2), Florida Statutes, provides that the personal financial and health information of a consumer held by the Board or the Programs, or an agent or service provider thereof, relating to an Board account or a participation agreement or any information that would identify a consumer is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I 35 of the State Constitution. All other documents, papers, letters or other materials relating to this Agreement that are made or received by the Manager in conjunction with this Agreement, and which are required by law to be maintained, must be available for public inspection and for audit purposes for a period of three (3) years after the expiration of this Agreement. Said records shall be maintained pursuant to Chapter 119, Florida Statutes, and other applicable Florida statutes. The Board may cancel this Agreement if the Manager refuses to allow public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes (and not subject to the general exemptions set forth therein), and made or received by the Manager in conjunction with this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement.

C. INTERPRETATION AND DISPUTE RESOLUTION

1. In the event of any conflict, in the opinion of the Board, between any provision of this Agreement and the ITN, the Questions and Answers regarding the ITN or the Response, this Agreement shall govern the conduct of the Board and the Manager. In the event of any conflict, in the opinion of the Board, between the ITN and the Response, the ITN shall govern the conduct of the Board and the Manager. In the event of any conflict, in the opinion of the Board, between the ITN and the Questions and Answers regarding the ITN, the Questions and Answers regarding the ITN shall govern the conduct of the Board and the Manager. In the event of any conflict, in the opinion of the Board, between the Questions and Answers regarding the ITN and the Response, the Questions and Answers regarding the ITN shall govern the conduct of the Board and the Manager.

2. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

3. The sole and exclusive manner of resolution of all claims, disputes or controversies related to or arising under or from this Agreement shall be pursuant to Rules 19B-14.001, 19B-14.002, 19B-14.003, Florida Administrative Code, as amended from time to time.

4. Any and all litigation arising under this Agreement shall be brought in accordance with subparagraph 3 in a court of competent jurisdiction in Leon County, Florida. All appeals shall be to the First District Court of Appeals of the State of Florida.

5. The provisions of this Paragraph shall survive the termination of this Agreement.

D. INDEMNIFICATION

1. The Manager shall act as an independent contractor and not as an employee of the Board in the performance of the tasks and duties, which are the subject of this Agreement.

2. The Manager shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Board harmless from:

i. All claims, suits, judgments, or damages (including litigation costs and reasonable attorney's fees) arising directly from fraud, gross negligence or willful misconduct in the Manager's performance or any affiliate of Manager performance, of the services which are the subject of this Agreement. "Misconduct" means violation of applicable Florida law, or Board rules or directives, The Program's Comprehensive Investment Plan, applicable state or federal securities laws and rules or regulations implementing such laws.

ii. All claims, suits, judgments, or damages (including litigation costs and reasonable attorney's fees) relating to bodily injury, death of any person or damage to any real or tangible personal property arising from the Manager's performance, or any affiliate of Manager's performance, of the tasks and duties which are the subject of this Agreement.

iii. All third-party claims, suits, judgments, or damages (including litigation costs reasonable attorney's fees) arising from the Manager's performance or any affiliate of Manager's performance of the services which are the subject of this Agreement.

3. The Manager shall notify the Board in writing immediately of any such claim or suit. The Manager shall not settle, compromise, mediate, agree to dismiss, or voluntarily agree to the entry of any judgment, temporary injunction or permanent injunction, in any claim or suit against the Manager arising from or related to the Manager's tasks and duties which are subject of this Agreement without the prior written authorization of the Board. Nothing in this Agreement authorizes the Manager to waive the Board's immunity from suit under the Eleventh Amendment

to the United States Constitution or any application of sovereign immunity recognized by federal or state courts.

4. Federal and state securities laws may impose liabilities under certain circumstances on investment advisers, managers or fiduciaries who act in good faith, and nothing herein shall constitute a waiver or limitation of any right that the Board may have under any such federal or state securities laws.

5. The provisions of this Paragraph shall survive the termination of this Agreement.

E. PROHIBITION OF COMMUNICATION

The Manager shall not initiate any communication with any member of the Board, on any matter related to this Agreement or related to the duties of the Board under Chapter 1009, Florida Statutes, or which in any way relate to the Manager's activities. Except at publicly noticed meetings of the aforementioned boards or any of their committees, all communication by the Manager directed to the Board, shall only be sent to the Board's Executive Director who will forward same to the appropriate party. If the Manager receives any communication from any member of the Board, the Manager shall notify the Board's Executive Director immediately, and shall take no further action on any matter related to this Agreement or any other matter related to the duties of the Board under Chapter 1009, Florida Statutes, until advised by the Executive Director.

F. NOTICES

Where notice is to be sent, it shall be addressed to:

FLORIDA PREPAID COLLEGE BOARD

Executive Director
1801 Hermitage Boulevard, Suite 210
Tallahassee, FL 32308
Telephone: (850) 488 - 8514
Facsimile: (850) 488 - 3555

With copy to:

GrayRobinson, P.A.
Attention: Attorney for Florida Prepaid
301 S. Bronough Street, Suite 600
Tallahassee, FL 32301
Telephone: (850) 577 - 9090
Facsimile: (850) 222 - 3494

G. TITLES

All titles, headings or captions respecting the section or paragraphs of this Agreement are for convenience or reference only and will not be construed as a part or limitation of those provisions to which they refer.

H. BINDING EFFECT

This Agreement shall be binding upon the parties, their related or resulting organizations, successors or transferees, administrative staff, agents, and attorneys.

I. WAIVER

Failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other that is in violation of the terms of this Agreement will not be construed as a waiver of the violation or breach, or of any future violation or breach.

J. INVOICES

Any invoices submitted by the Manager seeking payment for services rendered under the terms of this Agreement will be submitted to the Board in sufficient detail to ensure proper pre-audit and post-audit review time.

K. CUSTODY

The Manager will not serve as custodian for the Account. The Account shall be held by a custodian duly appointed by the Board. The Manager is authorized to give instructions to the custodian with respect to all investment decisions regarding the Account. The Board agrees to notify the Manager as soon as practicable in advance of any change of its custodian. Nothing contained herein shall be deemed to authorize the Manager to take or receive physical possession of any assets of the Account, it being intended that the sole responsibility for safekeeping thereof and the consummation of all purchases, sales, deliveries and investments made pursuant to this Agreement shall rest upon the custodian.

L. DIRECTIONS TO _____

All directions by or on behalf of the Board to _____ shall be in writing signed by one or more persons authorized in writing by the Board.

M. MANAGER DISCLOSURE

The Board acknowledges that it has received the Manager's Form ADV Part 2 prior to entering into this Agreement.

N. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between them. No modification or waiver of this agreement is valid unless written and properly executed by both parties. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one agreement.

[O. Authorizations

This Agreement shall also serve as standing authorization for the Manager to accept investment direction from the Board's account representatives at Northern Trust Company ("Representatives"). Such directions as the Manager may receive from the Representatives may include purchase and redemption orders, wire instructions, and such other instructions as may be necessary or appropriate to manage the Assets covered by this Agreement. This authorization shall continue until revoked in writing by the Board or the Manager.

The remainder of this page was intentionally left blank

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized on the day and year first above written.

FLORIDA PREPAID COLLEGE BOARD

By: _____
Kevin Thompson
Executive Director

Attested to by _____

Witness _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally came and appeared KEVIN THOMPSON, EXECUTIVE DIRECTOR OF THE FLORIDA PRPAID COLLEGE BOARD, who is personally known to me or who has produced _____ as identification.

In witness whereof, I have placed my hand and seal in the county and state last aforesaid, this ____ day of _____, _____.

Notary Public, State of Florida at Large
Printed Name: _____
My Commission Expires: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized on the day and year first above written.

_____.

By: _____

Name: _____

Title: _____

Attested to by: _____

Witness _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally came and appeared _____, of _____, who is personally known to me or who has produced _____ as identification.

In witness whereof, I have placed my hand and seal in the county and state last aforesaid, this ____ day of _____, _____.

Notary Public, State of Florida at Large
Printed Name: _____
My Commission Expires: _____

APPENDIX B: WRITTEN RESPONSE PACKET

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Issuer: Florida Prepaid College Board
1801 Hermitage Boulevard, Suite 210
Tallahassee, FL 32308

When completing this Written Response Packet, the Respondent should give clear, concise, and, where appropriate, quantifiable replies to all questions. The length of the Response is at the discretion of the Respondent; however, Responses are expected to be brief and to contain full and fair disclosure of essential elements without references to an appendix or attachment, unless otherwise requested.

This packet is 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/.

TAB 1: INVITATION TO NEGOTIATE ACKNOWLEDGEMENT

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Issuer: Florida Prepaid College Board
1801 Hermitage Boulevard, Suite 210
Tallahassee, FL 32308

This sheet and the accompanying negotiation documents constitute an offer from the Respondent to provide the services detailed in the solicitation under the contractual terms provided therein.

By completing this acknowledgment, I agree to abide by all conditions of this negotiation and certify that (1) I am authorized to sign this response and (2) that the offer complies with all requirements of the solicitation.

Respondent (Firm): _____

Contact Person: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Authorized Signature: _____

Date: _____

Printed Name & Title: _____

TAB 2: MINIMUM QUALIFICATIONS

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Respondent: _____

The following represent minimum qualifications. A mark in a field indicates an affirmative response to the statement. Any Respondent that does not satisfy the criteria herein shall be rejected.

Minimum Qualifications

Respondents must affirmatively state, via written response, that the Respondent:

Criteria	Yes/No
Currently provides commingled products to at least one 529 savings plan.	
Agrees to enter into a contract substantially in form with Appendix A.	
Acknowledges their understanding that this procurement provides access to the Respondent's suite of commingled products and the Board may be contracting with multiple Respondents. The selection of specific commingled products will be from each selected Respondent's offerings and based on best value to the Board. No funds are guaranteed.	
Agrees that the only allowable fees are the expense ratios associated with each product. No additional fees will be paid by the Board.	
Agrees to provide the services as detailed in Section 3 and agrees to all other requirements as stated in the ITN.	
Has its principal place of business and corporate charter located and registered in the United States.	
Has not included Going Concern language in any of the previous three annual audit reports of the Respondent's financial statements.	

TAB 3: ORGANIZATION

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Respondent: _____

Organization Overview

1. Introduce the organization by providing a brief overview of:
 - a. History
 - b. Amount of assets under management

2. Describe the types of Commingled investment products you offer and the estimated value of the assets in each type.

Proposed Contract Modifications, Regulatory Restrictions, Litigation and Conflicts of Interest

3. Indicate whether the Respondent agrees to accept and enter into the Contract in Appendix A. If not, provide the revisions **required** for the Respondent to enter a contract with the Board. Additionally, provide any proposed revisions the Respondent would like the Board to consider.

4. State 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.

-
5. State 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.

6. State 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 the Respondent or any Related Entity conducted an investigation of those matters.

7. Confirm 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

8. Confirm that the Respondent has not been placed on the discriminatory vendor list and that it will comply with the provisions of s. 287.134(2)(a), 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.

9. Pursuant to the provisions of Chapter 112, F.S., 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 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. Respondents must disclose all investment products, annuities, mutual funds or other similar type savings plans that are marketed or sold by the Respondent or its proposed subcontractors for other states as a part of a prepaid college fund or a college savings fund.

TAB 4: RELATIONSHIP WITH THE BOARD

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Respondent: _____

Interfacing

1. The Respondent will interface with the Board's custodian bank (currently Northern Trust) to receive, buy and sell transactions for the Commingled products utilized.

Confirm your ability to interface with custodian banks and describe any specific requirements you may have relating to such interfaces.

Reporting

2. Describe the Board's access to performance, fees, underlying investments within products, etc. for the Commingled products offered and utilized.

Share Classes, Revenue Sharing and Other Concessions

3. Describe the Respondent's share class structure and how the Respondent will determine the share class the Board will be offered for any selected options.

4. Do your products offer revenue sharing? If so, please describe which products and how it would benefit the Board.

5. Are there any other concessions or services you would offer to the Board at no additional costs?

Use of Logo and Presentations

6. Describe the Board's ability to utilize your name and logo in marketing materials.

7. Discuss the fee required if the Board asks you to make an in-person presentation at a Board meeting on investment topics including, but not limited to: strategy, mechanics, environment, performance and projections.

TAB 5: COMMINGLED PRODUCTS

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Respondent: _____

Performance and Fees

Complete Appendix D for the requested mutual fund products. Specific asset categories and styles are provided. Provide the relevant information for the Respondent's product that matches the requested asset categories and styles. If the Respondent does not offer a requested product, leave blank.

TAB 6: MARKETABILITY

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Respondent: _____

Marketability

1. Provide a list of the State 529 plans that offer the Respondent's Commingled products.

2. Provide a list of the Respondent's Commingled products that have a Morningstar rating of at least 4 stars or a silver medal.

3. Provide fact sheets for each product included in Tab 5.

APPENDIX C: REQUEST FOR CLARIFICATION

Solicitation Number: ITN 19-03

Title: Commingled Investment product Services for the Stanley G. Tate Florida Prepaid College Program, Florida 529 Savings Plan, the Florida ABLE Program and the Florida Prepaid College Foundation

Issuer: Florida Prepaid College Board
1801 Hermitage Boulevard, Suite 210
Tallahassee FL 32308

Respondent: _____

No.	ITN Section	ITN Page	Question / Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Authorized Signature: _____

Date: _____

Printed Name & Title: _____

