

FLORIDA PREPAID COLLEGE BOARD



INVITATION TO NEGOTIATE

CUSTOMER SERVICE

AND

RECORDS ADMINISTRATION SERVICES

ITN #16-01

COMMODITY CODES (UNSPSC)

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Section 1 Introduction 4

 1.1 Background 5

 1.2 Purpose 6

 1.3 Participation is Encouraged 6

Section 2 Schedule 7

Section 3 ITN Process 8

 3.1 Official Notices and ITN Revisions 8

 3.2 Solicitation Conference 8

 3.3 Evaluation 8

 3.4 Negotiation 11

 3.5 Notice of Intent to Award 12

Section 4 Submission of Requests for Clarification 13

 4.1 Response Format and Content 13

 4.2 File Format 15

 4.3 Delivery 15

 4.4 Public Posting 15

Section 5 Submission of Technical Response 16

 5.1 Response Format and Content 16

 Tab 1 – Invitation to Negotiate Acknowledgment 16

 Tab 2 – Qualifications Questionnaire 18

 Tab 3 – Tie Breaking Certification 20

 Tab 4 – Technical Response and Cost Response Checklist 22

 Tab 5 – Administrative Questionnaire 24

 Tab 6 – Organization Overview 28

 Tab 7 – Scope of Services 32

 Tab 8 – Performance Measurement 33

 5.2 File Format 35

 5.3 Number of Copies 35

 5.4 Packaging 35

Section 6 Submission of Cost Response 36

 6.1 Response Format and Content 36

 6.2 Number of Copies 38

 6.3 Packaging 38

Section 7 ITN Considerations 39

7.1 Limitations on Contacting Board Personnel and Others..... 39

7.2 News Releases 39

7.3 Only One Response..... 39

7.4 Timely Response Required 39

7.5 Response Tenure..... 40

7.6 Cost of Developing and Submitting Responses 40

7.7 Public Records and Trade Secrets..... 40

7.8 Legal Requirements 42

7.9 Protests and Disputes 42

7.10 Rejection of Responses 42

7.11 Best Interests of the Board..... 43

Appendices..... 44

Section 1 INTRODUCTION

For more than 25 years, the Florida Prepaid College Board ("Board") has helped families plan and prepare to meet future postsecondary education expenses. Currently, the Board has a contract with Intuition College Savings Solutions, LLC, for Customer Service and Records Administration Services for the Prepaid Plan, Savings Plan, and Foundation ("Board's Programs"). This contract expires on June 30, 2019. The Board has determined that it is in the best interests of the Board's Programs to require that all future records administration services, including all customer service responsibilities for the Prepaid Plan, the Savings Plan and the Foundation Plan be provided pursuant to one contract.

Respondents are bidding to provide all systems and services as detailed in the Scope of Services (Appendix A) and the Business Rules (Appendix B) under a Contract (Appendix C) with the Board for the following:

1. Stanley G. Tate Florida Prepaid College Program
2. Florida 529 Savings Plans
3. Florida Prepaid College Foundation

To be considered, Respondents must have at least five consecutive years of experience providing customer service and records administration services for both prepaid college programs and college savings programs. A Respondent may include a Subcontractor's or Related Entity's¹ experience to satisfy this requirement.

All Respondents should review the laws governing the Board and the Board's Programs (Section 1009.97 - 1009.984, Florida Statutes), the Board's administrative rules (Title 19B, Florida Administrative Code), and the Board's websites (myfloridaprepaid.com and floridaprepaidcollegefoundation.com) to ascertain an understanding of the Board, the Board's Programs, and the range of services required under this ITN. Copies of the most recent Annual Reports for the Board and Foundation may also be found on the Board's websites.

¹ A "Related Entity" is any corporation, partnership, joint venture, limited partnership, limited liability company, or other entity, including parent entity, subsidiary entity, predecessor entity, or any member of an affiliated group of corporations, as defined in s. 1504 of the Internal Revenue Code.

1.1 BACKGROUND

Stanley G. Tate Florida Prepaid College Program (“Prepaid Plan”)

The Prepaid Plan provides a mechanism whereby costs associated with postsecondary education may be paid in advance of attendance. Residency restrictions apply. Purchasers designate a qualified beneficiary to receive the benefits of a contract at the time of postsecondary enrollment. The Prepaid Plan has sold more than 1.76 million plans since 1988, and it is the largest, longest continuously running and most successful prepaid program in the nation. Additional statistics have been provided in Appendix E.

Florida 529 Savings Plan (“Savings Plan”)

The Savings Plan offers families a flexible way to save for postsecondary education expenses, but offers no guarantees related to principal, earnings or future benefits. Florida residency is not a requirement. Families can save at a pace that meets their budget, allowing them to decide how much money to put into their savings plan. As of June 30, 2016, the Savings Plan had a market value of approximately \$460 million. Additional statistics have been provided in Appendix E.

Stanley G. Tate Florida Prepaid College Foundation (“Foundation”)

Created in 1990 as a direct support organization of the Board, the Foundation primarily provides Prepaid Plans as college scholarships to low-income children and other children in need. Many of these children are the first in their family to have the opportunity to go to college. The Foundation also supports the purchase and maintenance of Prepaid Plans by eligible 501(c)(3) charitable organizations as private scholarships (the Foundation anticipates also supporting the enrollment and maintenance of Savings Plans under this Contract). Since inception, the Foundation has supported nearly 40,000 Prepaid Plan college scholarships statewide. All Foundation Prepaid Plans are incorporated into the figures and statistics provided for the Prepaid Plan.

1.2 PURPOSE

This Invitation to Negotiate (“ITN”) is being issued by the Board to obtain responses from experienced and qualified Respondents to provide Customer Services and Records Administration Services for the Board’s Programs.

The Board seeks to negotiate the Contract in Appendix C for the provision of customer service and records administration services resulting from this ITN. The Board intends to use the Contract in Appendix C and reserves the right to modify existing language and to consider additional proposed language by the Respondent as it may arise from negotiations.

This ITN and all other activities resulting in a contract are conducted pursuant to Section 1009.971(5)(a), Florida Statutes. The Board considers it to be in the best interest of the State of Florida to procure the services described herein through this process.

Any contract between the Board and the selected Respondent will include this ITN and its specifications, written questions and answers by the Board, and the response to this ITN provided by the Respondent selected, including the Supplemental Response(s), if any. Accordingly, the Respondent selected will be contractually bound by its responses.

The resulting contract is anticipated to start on July 1, 2017 and continue through June 30, 2024, which includes a two-year transition period, and may be extended for up to five additional years (i.e., through June 30, 2029). See the Contract in the Appendix C for additional terms and conditions.

1.3 PARTICIPATION IS ENCOURAGED

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in this solicitation. All Respondents shall be accorded fair and equal treatment.

Section 2 SCHEDULE

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

ACTION	DATE & TIME	ADDRESS
ITN Issued	October 5, 2016	
*Solicitation Conference	October 17, 2016 2:00PM EDT	1801 Hermitage Boulevard Tallahassee, FL 32308
Written requests for clarification about the ITN are due to the Board	October 24, 2016 2:00PM EDT	ITNinfo.Prepaid@ MyFloridaPrepaid.com
Board responds to written requests for clarification about the ITN on the Vendor Bid System (VBS)	October 31, 2016	
Deadline for written responses to the ITN	December 19, 2016 2:00PM EST	1801 Hermitage Boulevard Tallahassee, FL 32308
*All responses publicly opened at Board office	December 19, 2016 3:00PM EST	1801 Hermitage Boulevard Tallahassee, FL 32308
*Meeting for Validation of Evaluator Scoring at Board office	January 23, 2017 9:00AM EST	1801 Hermitage Boulevard Tallahassee, FL 32308
Negotiation Period	January – April 2017	
*Recommendation for Award meeting	April 2017	1801 Hermitage Boulevard Tallahassee, FL 32308
Notice of intent to award	April 2017	
Anticipated contract start date	July 1, 2017	

Table 1: ITN Schedule

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

Section 3 ITN PROCESS

3.1 OFFICIAL NOTICES AND ITN REVISIONS

The following will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS):

1. This ITN.
2. Written requests for clarification and corresponding responses to this ITN.
3. All notices, decisions, intended decisions, addenda and other matters relating to this ITN.
4. Amendments to this ITN (If it becomes necessary to revise any part of this ITN).

The VBS website is myflorida.com/apps/vbs/vbs_www.main_menu. Please utilize the following search criteria to view the official notices and ITN revisions:

Agency: State Board of Administration

Title: ITN 16-01

It is the responsibility of prospective Respondents to check the VBS for addenda, notices of decisions, and other information or clarifications to this ITN.

3.2 SOLICITATION CONFERENCE

The purpose of the Solicitation Conference is to review the ITN with interested parties so that areas of misunderstanding or ambiguity are clarified. The Board encourages all prospective ITN proposers to participate in the solicitation conference, but attendance is not required. The Solicitation Conference for this ITN will be held at the date and time specified in the ITN Schedule (Section 2). The Board shall not be bound by oral information or written information that is not contained within the solicitation documents or formally posted as an addendum or a response to questions.

3.3 EVALUATION

Only responses that meet the mandatory experience requirement of at least five consecutive years of experience providing customer service and records administration

services for both prepaid college programs and college savings programs will be considered.

Each response meeting the mandatory experience requirement will be independently evaluated by each member of an Evaluation Committee (“Evaluation Committee”) on the basis of the written response to this ITN and additional written information as requested. Responses will be evaluated by the Evaluation Committee in a multi-step, progressive, process as described below.

Step 1: Assessment of Mandatory Requirements

The process will begin with an assessment of the mandatory requirements:

1. Company identity and signature on Tab 1 – ITN Acknowledgment
2. Affirmation of the three criteria and signature on Tab 2 – Qualifications Questionnaire
3. Completion of, and signature on, the Cost Response

Any response that does not meet the mandatory requirements will not be evaluated. The determination in this step is pass/fail; no points will be awarded in this evaluation step.

Step 2: Evaluation of Responses

Technical Responses may be awarded up to the maximum points assigned in **Table 2**.

Evaluation Criteria – Technical Response Scoring	Points
Section 5.1, Tab 6 – Organization Overview	75
Section 5.1, Tab 7 – Scope of Services	500
Section 5.1, Tab 8 – Performance Measurement	75
Technical Response Score	650

Table 2: Technical Response Points Per Category

The Technical Response score is independently determined by each member of an Evaluation Committee and declared at the Meeting for Validation of Evaluator Scoring. The ITN Administrator averages the total Technical Response score from each evaluator to calculate the final Technical Response score for each Respondent.

Cost Responses may be awarded up to the maximum points assigned in **Table 3**.

Topic	Points
Section 6.1 – Prepaid Plan	240
Section 6.1 – Savings Plan	85
Section 6.1 – Foundation	15
Section 6.1 – Business Analyst	5
Section 6.1 – Programmer	5
Cost Response Score	350

Table 3: Cost Response Points Per Category

The Cost Response score is calculated by the ITN Administrator using the formula described below. The terms used in the formula are explained in **Table 4**. The ITN Administrator declares the Cost Response scores at the Meeting for Validation of Evaluator Scoring.

$$(\text{Lowest Cost Response} / \text{Respondent Cost Response}) * (\text{Respondent Technical Response Score} / \text{Max Technical Response Points}) * \text{Max Cost Response Points} = \text{Cost Response Score}$$

Formula Term	Meaning
Lowest Cost Response	Lowest Cost Response of all responsive Respondents for the specific Board Program
Respondent Cost Response	Cost Response of the Respondent for the specific Board Program
Respondent Technical Response Score	Average of the Technical Response Scores by each member of the Evaluation Team for the Respondent
Max Technical Response Points	Maximum points available for the Technical Response
Max Cost Response Points	Maximum points available for the Cost Response for the specific Board Program
Cost Response Score	Cost points awarded to the Respondent for the specific Board Program

Table 4: Explanation of Terms Used in Cost Response Formula

Therefore, the Respondent may be awarded up to the maximum points assigned in **Table 5**.

Topic	Points
Technical Response Score	650
Cost Response Score	350
Total Score	1000

Table 5: Maximum Points for Respondents

The total of the Technical Response score and the Cost Response score for each Respondent is used to rank the Respondents. The Evaluation Committee will then select up to three of the highest-ranked Respondents (“shortlist”) for negotiation.

Step 3: Notification of the Shortlist

The ITN Administrator will post notice of the shortlist pursuant to Section 3.1 and may provide individual notice to each Respondent on the shortlist.

The Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents, if it determines that to do so would be in the best interest of the Board.

3.4 NEGOTIATION

During the Negotiation Phase, the Board intends to initially negotiate concurrently with the Respondents on the shortlist. However, the Board reserves the right to change the method of negotiation (e.g., concurrent versus by order of ranking), if it determines that to do so would be in the best interests of the Board. Further, the Board reserves the right to arrive at an agreement with any Respondent, finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondent(s).

Site Visit and Presentation

The Negotiation Committee may ask each Respondent on the shortlist to make a formal presentation at the Respondent’s office and at the Board’s office. Further information, including the scope and agenda for the site visit and presentation, will be provided to the Respondent.

Negotiation Meetings Not Open to Public

Negotiations between the Negotiations Committee and the Respondent are exempt from being conducted as public meetings pursuant Section 286.0113(2)(a) of the Florida Statutes.

Furthermore, negotiation strategy meetings of the Negotiation Committee are exempted by Section 286.0113(2)(a) of the Florida Statutes.

Supplemental Response

The Negotiation Committee may ask each Respondent on the shortlist to provide one or more Supplemental Responses. "Supplemental Responses" include:

1. Additional or revised responses to this ITN, including addressing services, prices or conditions offered by any other Respondent.
2. Detailed written responses addressing specified topics.
3. Revised Cost Responses, including a written best and final offer.

References

The Negotiation Committee may contact the references and any clients identified in Tab 5 of the response, or any current client of the Respondents, to inquire about the Respondent's ability to deliver on the services offered in response to this ITN.

3.5 NOTICE OF INTENT TO AWARD

When negotiations have been completed, the Board will award the contract to the responsive and responsible Respondent that the Board determines will provide the best value to the Board. The Board will post its Notice of Intent to Award or its Notice to Reject All Response.

Section 4 SUBMISSION OF REQUESTS FOR CLARIFICATION

The Respondent may submit requests for clarification regarding this ITN pursuant to the schedule in Section 2. Submission of requests for clarification is optional.

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

4.1 RESPONSE FORMAT AND CONTENT

If the Respondent decides to submit requests for clarification, then the Respondent shall complete the Request for Clarification form on the following page. Written questions and comments must be clear, to the point, and cross-referenced.

**State of Florida
State Board of Administration
Florida Prepaid College Board
1801 Hermitage Blvd., Suite 210
Tallahassee, Florida 32308**

REQUESTS FOR CLARIFICATION

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

#	ITN Section	ITN Page	Question/Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

[Add rows as necessary]

4.2 FILE FORMAT

The Request for Clarification form must be submitted as a Microsoft Word document.

The Board reserves the right to include or exclude all other comments or questions received in any other file format.

4.3 DELIVERY

The Request for Clarification form must be submitted via email to the ITN Administrator at ITNinfo.Prepaid@MyFloridaPrepaid.com. The subject line should reference "ITN 16-01".

The Board reserves the right to include or exclude all other comments or questions delivered in a different manner.

4.4 PUBLIC POSTING

The Board will electronically post responses to all questions received publicly pursuant to the schedule in Section 2.

Section 5 SUBMISSION OF TECHNICAL RESPONSE

Each Respondent shall prepare its response simply and economically to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. Fancy bindings and promotional material are not desired.

5.1 RESPONSE FORMAT AND CONTENT

Each Respondent shall provide the information that follows using the tab numbers and order indicated. Failure to comply with these directions for organizing a response and failure to comply with the provisions of this ITN shall be sufficient cause to reject the response without further evaluation or consideration.

The Respondent shall use the tab structure in **Table 6** to organize its Technical Response.

Tab #	Description
1	Invitation to Negotiate Acknowledgment
2	Qualifications Questionnaire
3	Tie Breaking Certification
4	Technical Response Checklist
5	Administrative Questionnaire
6	Organization Overview
7	Scope of Services
8	Performance Measurement

Table 6: Technical Response Organization

Tab 1 – Invitation to Negotiate Acknowledgment

The Respondent shall complete and sign the Invitation to Negotiate Acknowledgment on the following page and include it under Tab 1 – Invitation to Negotiate Acknowledgment.

State of Florida
State Board of Administration
Florida Prepaid College Board
1801 Hermitage Blvd., Suite 210
Tallahassee, Florida 32308

TAB 1 - INVITATION TO NEGOTIATE ACKNOWLEDGEMENT

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

All Respondents must complete this form in its entirety – there is only one page. Respondents that do not complete and sign this form will be rejected.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

E-Mail Address: _____

By completing this acknowledgment, I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements and scope of services of the Invitation to Negotiate.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

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

BOARD REPRESENTATIVE: _____ DATE: _____

CONTRACT NUMBER: _____ EFFECTIVE: _____

Tab 2 – Qualifications Questionnaire

The Respondent shall complete and sign the Qualification Questionnaire on the following page and include it under Tab 2 – Qualifications Questionnaire.

**State of Florida
State Board of Administration
Florida Prepaid College Board
1801 Hermitage Blvd., Suite 210
Tallahassee, Florida 32308**

TAB 2 - QUALIFICATIONS QUESTIONNAIRE

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

All Respondents must complete this form in its entirety – there is only one page. Respondents that do not satisfy the applicable criteria will be rejected.

Company Name: _____

SIGN TO AFFIRM THAT THE RESPONDENT SATISFIES ALL THREE CRITERIA BELOW:

1. The Respondent or Subcontractor(s), or Related Entity of either, has five (5) or more consecutive years of experience providing customer service and records administration services to one or more prepaid college programs.
2. The Respondent or Subcontractor(s), or Related Entity of either, has five (5) or more consecutive years of experience providing customer service and records administration services to one or more college savings programs.
3. The Respondent or Subcontractor(s), or Related Entity of either, is associated directly or indirectly with only one response to this ITN.

By signing this questionnaire, our company attests and affirms that all three of the above criteria are met.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Tab 3 – Tie Breaking Certification

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

The Respondent shall complete the Tie Breaking Certification on the following page and include it under Tab 3 - Tie Breaking Certification.

**State of Florida
 State Board of Administration
 Florida Prepaid College Board
 1801 Hermitage Blvd., Suite 210
 Tallahassee, Florida 32308**

TAB 3 – TIE BREAKING CERTIFICATION

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

Please indicate whether the following certifications apply to the Respondent:

Certification of a Certified Minority Business Enterprise YES NO

Certification of a Service Disabled Veteran’s Business Enterprise YES NO

Certification of a Florida Business YES NO

Certification of a Certified Minority Business Enterprise

- By checking in the affirmative and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with Section 287.0943 of the Florida Statutes.

Certification of a Service Disabled Veteran’s Business Enterprise

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

Certification of a Florida Business

- By checking in the affirmative and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with Section 287.084 of the Florida Statutes.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Tab 4 – Technical Response and Cost Response Checklist

The Respondent shall complete and sign the Technical Response and Cost Response Checklist on the following page and include it under Tab 4 – Technical Response and Cost Response Checklist.

**State of Florida
 State Board of Administration
 Florida Prepaid College Board
 1801 Hermitage Blvd., Suite 210
 Tallahassee, Florida 32308**

TAB 4- TECHNICAL RESPONSE AND COST RESPONSE CHECKLIST

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

CHECK TO AFFIRM THAT THE RESPONDENT INCLUDED A RESPONSE

	Included?	Signed?
Tab 1 – Invitation to Negotiate Acknowledgment	_____	_____
Tab 2 – Qualifications Questionnaire	_____	_____
Tab 3 – Tie Breaking Certification	_____	_____
Tab 4 – Technical Response Checklist	_____	_____
Tab 5 – Administrative Questionnaire	_____	_____
Tab 6 – Organization Overview	_____	_____
Tab 7 – Scope of Services	_____	_____
Tab 8 – Performance Measurement	_____	_____
Separate Sealed Envelope – Cost Response	_____	_____

By signing this checklist, our company acknowledges a full review of the enclosed response has been performed prior to submission and the response is complete and accurate.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Tab 5 – Administrative Questionnaire

The Respondent shall complete the Administrative Questionnaire on the following pages and include it under Tab 5 – Administrative Questionnaire.

The Respondent will need to duplicate tables within the Administrative Questionnaire as necessary to provide a complete response.

**State of Florida
 State Board of Administration
 Florida Prepaid College Board
 1801 Hermitage Blvd., Suite 210
 Tallahassee, Florida 32308**

TAB 5 - ADMINISTRATIVE QUESTIONNAIRE

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

1. ENTITY AND CONTACT – The entity listed in this section must be the same entity named on the Tab 1 - Invitation to Negotiate Acknowledgement. The contact listed in this section must be authorized to submit this response and must be the authorized contract negotiator on behalf of the Respondent.

Company Name	
Contact – Name and Title	
Office Address	
Telephone	
FAX	
E-Mail Address	
Web Site Address	
Year Entity Founded	

2. OWNERSHIP – If privately owned, list all owners. If publicly owned, list all owners with greater than two percent (2%) of stock.

Owner – Name and Title	
Ownership Percentage	
Relationship to Entity	
Office Address	
Telephone	
FAX	
E-Mail Address	

3. SUBCONTRACTOR(S) – Provide the following information for any Subcontractors that might be used to provide services under the ITN.

Entity Name	
Description of Services	
Contact – Name and Title	
Office Address	
Telephone	
FAX	
E-Mail Address	
Web Site Address	
Year Entity Founded	

4. CURRENT CLIENTS – List all current Prepaid College Program and College Savings Program clients of the Respondent, Subcontractor, or Related Entity of either.

Client’s name	
Contact Name and Title	
Description of Service(s)	
Dates of Service(s)	
Office Address	
Telephone	
E-Mail Address	

5. FORMER CLIENTS – List all former Prepaid College Program and College Savings Program clients of the Respondent, Subcontractor, or Related Entity of either since 2010.

Client’s name	
Contact Name and Title	
Description of Service(s)	
Dates of Service(s)	
Office Address	
Reason for Expiration	
Telephone	
E-Mail Address	

6. REFERENCES - The Respondent shall provide names, titles and contact information for **THREE** current or former clients who can serve as client references and attest to the Respondent's, Subcontractor's, or Related Entity of either's ability to deliver the systems and services described in this ITN.

Client Name:		
Address:		
Contact Name:		
Contact Phone:		
Contact Email:		
Alternate Contact Name:		
Alternate Contact Phone:		
Alternate Contact Email:		
Project Name:		
Company Role:		
Description of Work:		
Service Dates (From / To): Must demonstrate at least one (1) continuous year	To:	
Contract Value:	Original: \$	Actual: \$
Explain variance (if applicable):		
Completion Date:	Original Estimated Completion Date:	Actual Completion Date:
Explain variance (if applicable):		
Lessons Learned:		

By signing this questionnaire, our company attests and affirms that all of the answers above are complete, true and accurate.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Tab 6 – Organization Overview

The Respondent shall complete the Organization Overview on the following page and include it under Tab 6 – Organization Overview.

**State of Florida
 State Board of Administration
 Florida Prepaid College Board
 1801 Hermitage Blvd., Suite 210
 Tallahassee, Florida 32308**

TAB 6 - ORGANIZATION OVERVIEW

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

1. **BACKGROUND** – Provide a brief history of the organization, including a discussion of:
 - a. The organizational structure
 - b. The culture and leadership style, including instilling a culture of continuous improvement
 - c. Any data breaches and how the organization responded
 - d. Recent and upcoming events and changes affecting the organization or resources, including a discussion of succession planning for key persons associated with this Contract

Please enter response here. Suggested length 5 to 10 pages.

2. **RELEVANT EXPERIENCE** – Provide a brief overview of the Respondent’s, Subcontractor’s and Related Entity of either’s experience providing customer service and records administration services similar to those described in this ITN, including a discussion of the services, standards and accomplishments related to:
 - a. Prepaid College Programs
 - b. College Savings Programs
 - c. Foundations

Please enter response here. Suggested length 10 to 15 pages.

- 3. RELEVANT LEGAL MATTERS** – Provide a detailed description of 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.

Please enter response here.

- 4. FELONIES** – Provide a detailed description of each incident where any officers, principals, owners, directors, proposed contract employees of the Respondent, Subcontractor, or any Related Entity of the Respondent or Subcontractor, that will provide any of the required services have been convicted of a felony, had adjudication of guilt withheld as to any felony, or plead nolo contendere to any felony.

Please enter response here.

- 5. PENALTIES, FINES AND LIQUIDATED DAMAGES** – Provide a detailed description of each incident, including the amount, of any penalties, fines or liquidated damages that have ever been imposed against the Respondent, any Subcontractor 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.

Please enter response here.

- 6. CONVICTED VENDOR LIST** – Provide a detailed description and the date of each incident that the Respondent, any Subcontractor, or any Related Entity of the Respondent or any Subcontractor, has ever been placed on the convicted vendor list.

Please enter response here.

- 7. COMPLIANCE WITH SECTION 287.133, FLORIDA STATUTES** – Confirm that the Respondent, any Subcontractor, and any Related Entity of the Respondent or any Subcontractor will comply with the provisions of s. 287.133, Florida Statutes.

Please enter confirmation here.

- 8. DISCRIMINATORY VENDOR LIST** – Provide a detailed description and the date of each incident that the Respondent, any Subcontractor, or any Related Entity of the Respondent or any Subcontractor, has ever been placed on the discriminatory vendor list.

Please enter response here.

- 9. COMPLIANCE WITH SECTION 287.134, FLORIDA STATUTES** – Confirm that the Respondent, any Subcontractor, and any Related Entity of the Respondent or any Subcontractor will comply with the provisions of s. 287.134, Florida Statutes.

Please enter confirmation here.

- 10. FINANCIAL STATEMENTS** – Provide independent evidence of sufficient financial resources and stability for the Respondent to provide the services sought under this ITN. The preferred evidence is copies of audited financial statements that include balance sheets and income statements for the past three years.

By signing this overview, our company attests and affirms that the responses above are complete, true and accurate. Further, our company hereby certifies that:

1. All persons, companies, or parties interested in the Invitation to Negotiate as principals are named herein;
2. The response to this ITN is made without collusion with any other person, persons, company, or parties submitting a response; and
3. The response to this ITN is in all respects made in good faith.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Tab 7 – Scope of Services

The Respondent shall provide all responses to each section and subsection of “Appendix A – Scope of Services” by entering the responses in the boxes provided in Appendix A.

Any supporting documentation (e.g., screenshots, reports and letters) may be either incorporated into the response directly or included as an appendix at the end of the relevant section with cross-references utilized in the response.

The completed Appendix A – Scope of Services document shall be included under Tab 7 using the sub-tab structure provided in **Table 7** below.

Sub-Tab #	Description
7-1	Overview
7-2	Program Governance Documentation
7-3	System Solutions
7-4	Customer Contact
7-5	Online Access of Relevant Information and Images by Users
7-6	Reporting
7-7	Plans, Audits and Reports
7-8	Facility and Personnel
7-9	Innovations and Enhancements

Table 7: ITN Capability and Approach Sub Tabs

Tab 8 – Performance Measurement

The Respondent shall identify the performance standards and measurements to ensure timeliness of performance, quality and accountability for the delivery of systems and services required in Appendix A - Scope of Services, Appendix B – Business Rules, and Appendix C – Contract.

The Respondent shall complete the table on the following page to propose performance standards and measurements that support the Respondent’s Technical Response and Cost Response. Three examples from various portions of Appendix A – Scope of Services have been provided, but are not required to be included.

The successful Respondent will be required to provide a monthly system-generated Performance Measurement Report.

**State of Florida
State Board of Administration
Florida Prepaid College Board
1801 Hermitage Blvd., Suite 210
Tallahassee, Florida 32308**

TAB 8 - PERFORMANCE MEASUREMENT TABLE

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

Company Name: _____

Performance Standard and Measurement Period	Liquidated Damages (LDs)	Minimum Performance to Avoid Corrective Action Plan	Performance Needed to "Earn Back" Previous LD's
2.3 Living Documents - The Contractor shall be responsible for monitoring and notifying the Board about any changes to the Program Governance Documentation. The Contractor shall maintain a copy of the Program Governance Documentation in an easy-to-access, version-controlled, up-to-date, and electronic format and shall provide the Board with an electronic copy upon request. The Account Manager shall discuss the Contractor's proposed changes to the Program Governance Documentation, if any, at the first semimonthly meeting of each calendar quarter during the term of the Agreement.	\$X per day	Completed within 10 calendar days of due date	N/A
5.1 Availability of Customer Service Representatives - The Contractor shall provide a sufficient number of live operators who fluently speak English and an adequate number of live operators who fluently speak Spanish, so that there is not an appreciable difference in the wait times. The Daily Average Speed of Answer shall be Equal to or Less than 20 seconds.	\$X for every 10 seconds above minimum	Equal to or Less than 45 seconds	Equal to or Less than 20 seconds for five consecutive days
8.2 Analysis - The Contractor shall identify trends; propose actions to protect the Board's Programs, enhance the experience of existing and potential participants, and increase savings and participation in the Board's Programs; and develop informational presentations for the Board. The Account Manager shall present at least one new analysis at each semimonthly meeting with the Board.	\$X per day	Completed within 10 calendar days of due date	N/A
[Add rows as necessary]			

All liquidated damages are independent of each other.

By signing, our company proposes that this table supports our Technical Response, Cost Response, and accountability for providing the appropriate level of systems and services for the Board's Programs.

Authorized Signature: _____

Date: _____

Printed Name & Title: _____

5.2 FILE FORMAT

All content submitted must be included on the flash drives and may not direct the user to any external web-based locations. All electronic files must be in one of the following formats:

- Documents – PDF or any Microsoft Office Suite format
- Images – JPG or PNG
- Video – MP4 or MOV
- Audio – MP3

5.3 NUMBER OF COPIES

Respondents shall deliver:

- one unbound hardcopy
- five bound copies
- one complete electronic copy of all materials submitted on a USB flash drive.

5.4 PACKAGING

All content pertaining to the Technical Response must be placed in a sealed box and clearly marked as “Technical Response”.

Section 6 SUBMISSION OF COST RESPONSE**6.1 RESPONSE FORMAT AND CONTENT**

Each Respondent shall complete the Cost Response form response on the following page.

To encourage and support the Respondent providing the lowest price and best value to the Board for performing customer service and records administration services the Board's Programs, the Board agrees the successful Respondent will **not** be responsible for the following Customer Service and Records Administration Services costs:

1. The cost of developing, printing and sending all printed marketing material
2. The cost of printing and sending all standard outgoing correspondence performed by a Board approved vendor
3. The cost of printing and sending all printed coupon books
4. The cost of owning the Board's Programs' toll-free numbers
5. Invoices from the phone company of the Board's toll-free numbers for call volume
6. The cost of maintaining the Board's Programs' Post Office Boxes

**State of Florida
State Board of Administration
Florida Prepaid College Board
1801 Hermitage Blvd., Suite 210
Tallahassee, Florida 32308**

COST RESPONSE

Solicitation: **ITN 16-01**

Title: **Customer Service and Records Administration Services**

All Respondents must complete this form in its entirety – there is only one page. Respondents that do not submit this Cost Response will be rejected.

Company Name: _____

Prepaid Plan: annual unit cost in dollars per unique Account Owner / Beneficiary relationship (i.e., cost per “Contract” as defined in the Master Contract, regardless of how many Plans are purchased by the same Account Owner for the same Beneficiary). \$X

Savings Plan: annual cost in basis points to be applied against the customers’ market value. X bps

Foundation: total annual *additional* cost in dollars, if any, for work performed on Foundation Prepaid and Savings Plans (i.e., the Foundation sells Prepaid and Savings Plans, which are subject to the annual costs for Prepaid and Savings Plans and, therefore, this cost only should reflect the additional cost, if any, to maintain Prepaid and Savings Plans owned by a Foundation). \$X

Business Analyst: cost per hour for a Business Analyst to perform unanticipated system modifications, enhancements and improvements, as explained in Appendix A – Scope of Services. \$X

Programmer: cost per hour for a Programmer to perform unanticipated system modifications, enhancements and improvements, as explained in Appendix A – Scope of Services. \$X

By signing this Cost Response, our company acknowledges that these costs, which will be assessed and paid as provided for in Appendix C - Contract, will be the only form of consideration for the term of the Contract.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

6.2 NUMBER OF COPIES

The Respondents shall deliver one unbound hardcopy of the Cost Response. The Respondent shall not submit an electronic copy of the Cost Response.

6.3 PACKAGING

The Cost Response must be placed in a sealed envelope and clearly marked as “Cost Response”.

Section 7 ITN CONSIDERATIONS

7.1 LIMITATIONS ON CONTACTING BOARD PERSONNEL AND OTHERS

Between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, exclusive of Saturdays, Sundays, and state holidays, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the ITN Administrator or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

7.2 NEWS RELEASES

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

7.3 ONLY ONE RESPONSE

A Respondent and their Subcontractor(s), including any Related Entities of the Respondent or Subcontractor, may submit only one response to this ITN.

“Related Entity” means any corporation, partnership, limited partnership, limited liability company, or other entity, related to the Respondent in any way, including but not limited to, any parent company, subsidiary company, predecessor company, successor company, Subcontractor or any member of an affiliated group of corporations, as defined in Section 1504 of the Internal Revenue Code.

Submission of more than one response which includes the Respondent, Subcontractor, or any Related Entities of the Respondent or Subcontractor shall cause the rejection of all responses containing the Respondent, Subcontractor, or any Related Entities of the Respondent or Subcontractor.

7.4 TIMELY RESPONSE REQUIRED

All responses must be delivered to the Board no later than the date and time stated in Section 2 of this ITN. Responses by facsimile, telephone or email are not acceptable. The Respondent is responsible for the timely and proper delivery of its response to the Board. Responses

which, for any reason, are not delivered and received in the Board's offices by the deadline established in Section 2 of this ITN will be retained by the Board but will not be considered.

A response must be complete as to all terms and conditions, including the appendices, on the date it is delivered to the Board. Additional information submitted after the initial response document submission or separate from the response document will not be considered unless specifically requested by the Board and then only to the extent requested. All other responses, supplements or revisions are prohibited.

7.5 RESPONSE TENURE

All responses are valid for one year from the response due date. The period of time during which responses are valid will be tolled during the pendency of any proceeding related to any contract awarded pursuant to this ITN. The selected Respondent will be contractually bound by their response and supporting documents.

7.6 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.

7.7 PUBLIC RECORDS AND TRADE SECRETS

Responses Are Property of the State

These provisions apply in lieu of Section 18 of PUR 1001. All materials submitted in response to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any response without cost or charge. Selection or rejection of a response will not affect this right.

Responses Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a response pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a response become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information

contained in a response to this solicitation will be waived upon opening of the response by the Board, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the response outside of the separately bound document described below.

Trade Secret Protection

If the Respondent considers any portion of the documents, data or records submitted in its response to be a trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must submit all such information in a separately bound document (**or in the case of electronic media, a separate USB flash drive, with the words "Trade Secret" included in the file name**) clearly labeled "Attachment to Response, ITN No. 16-01 – Trade Secret Material".

Appropriate cross-references to the trade secret materials should be included in the response.

The beginning of any separately bound document or electronic files containing trade secrets must include a legal opinion from an attorney licensed in Florida that states:

1. Why the information declared to be a trade secret is a trade secret under Florida law.
2. The extent of information included under the Respondent's trade secret classification is the minimum amount necessary to protect the Respondent's trade secrets.

Respondent's Duty to Respond to Public Records Requests

In response to any notice by the Board that a public records request received by the Board encompasses any portion of the separately bound material, the Respondent shall expeditiously provide the Board with a redacted version of the separately bound material and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Respondent shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Respondent fails to promptly submit a redacted copy and justification in response to the notice

of a public records request, the Board is authorized to produce the records sought without any redaction.

Board Not Obligated to Defend Respondent Claims

The Board is not obligated to agree with the Respondent's claim of exemption and, by submitting a response, the Respondent agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Respondent agrees that it shall protect, defend, and indemnify, including attorney fees and costs, the Board for any and all claims and litigation (including litigation initiated by the Board) arising from or relating to Respondent's claim that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Respondent's redaction.

7.8 LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county, and local laws, will govern development, submittal, and evaluation of all responses received for this ITN and will govern any and all claims and disputes which may arise between persons submitting a response hereto and the Board. Ignorance of applicable laws by any Respondent will not constitute a cognizable justification, excuse or other defense against non-compliance.

7.9 PROTESTS AND DISPUTES

Any protest concerning this solicitation shall be made in accordance with Sections 120.57(3) and 287.042(2) of the Florida Statutes, and Chapter 28-110 of the Florida Administrative Code.

Failure to file a protest within the time prescribed in Section 120.57(3) of the Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 of the Florida Statutes.

7.10 REJECTION OF RESPONSES

Responses will not be eliminated from the ITN process until the posting of either the Notice of Intent to Award or the Notice to Reject All Responses.

7.11 BEST INTERESTS OF THE BOARD

The Board expressly reserves the right to:

- Accept or reject any and all responses.
- Award the contract in the best interests of the Board.
- Decline to conduct further negotiations with any Respondent.
- Reopen negotiations with any Respondent.
- Modify existing language in Appendix C – Contract and to consider additional proposed language by the Respondent as it may arise from negotiations.
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN.
- Review and rely on relevant information contained in the responses received.
- Review and rely on relevant portions of the evaluations conducted pursuant to this ITN.
- Change the members of the Evaluation Committee or Negotiation Committee in its sole discretion.

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

APPENDICES

Appendix A – Scope of Services

Appendix B – Business Rules

Appendix C – Contract

Appendix D – Current Service Providers

Appendix E – Additional Statistics

Appendix F – PUR 1000 and PUR 1001

Appendix A – Scope of Services

1. Overview 48

 1.1 Introduction 48

 1.2 Definitions 48

2. Program Governance Documentation 51

 2.1 Overview 51

 2.2 Business Rules. 51

 2.3 Living Documents..... 52

 2.4 Interpretation..... 53

3. System Solutions 54

 3.1 General 54

 3.2 Replicated Production Environment 56

 3.3 Unanticipated System Modifications, Enhancements and Improvements 56

4. Customer Contact. 58

 4.1 Availability of Customer Service Representatives 58

 4.2 Customer Service Structure 58

 4.3 Customer Service Operations 59

 4.4 Contact Information 60

 4.5 Incoming Correspondence Retention..... 60

 4.6 Processing Incoming Correspondence..... 61

 4.7 Outgoing Correspondence Development 61

 4.8 Scanning Outgoing Correspondence 62

5. Online Access of Relevant Information and Images by Users..... 63

 5.1 Development 63

 5.2 Hosting Online Solutions 63

 5.3 Access..... 64

 5.4 Security 64

 5.5 Training Materials..... 65

6. Reporting..... 66

 6.1 Development 66

 6.2 Analysis..... 66

7. Plans, Audits and Reports 68

 7.1 Implementation Plan 68

 7.2 Security Plan 68

 7.3 Business Continuity Plan..... 69

7.4	Transition Plan	69
7.5	System Audit	70
7.6	Security Audit	71
7.7	SSAE 16 Audit	71
7.8	Internal Audit	72
7.9	Performance Reports	72
7.10	Reconciliation Reports	72
8.	Facility and Personnel	74
8.1	Primary Operations Site	74
8.2	Access and Private Office	74
8.3	Staff for Primary Operations Site	74
8.4	Account Manager	76
8.5	Contract Manager	76
8.6	Supporting Staff and Resources	77
9.	Innovations and Enhancements	78
9.1	Multiple Enrollment Periods	78
9.2	New Products	79
9.3	Down Payments	79
9.4	Rollovers	80
9.5	Multiple Recurring Payment Sources	80
9.6	Multiple Dates for Recurring Payment Sources	81
9.7	Credit Cards	81
9.8	Upgrades	82
9.9	Survivor and Joint Owners	82
9.10	Online Chat	83
9.11	Online Access – Replicated Customer Experience	83
9.12	Online Access – Authorized Agents	84
9.13	Online Access – Employers	84
9.14	Online Access – Foundation Partners/Donors	85
9.15	Online Access – Gifting	85
9.16	Data Warehouse	86
9.17	Third-Party Back Office	86
9.18	Beneficiary Identification	87
9.19	Alternative Application Processing	87
9.20	Identification Verification	88
9.21	Promotional Codes and Fee Waiver	88

9.22	Customer Relationship Management System	89
9.23	Access Spots and Hooks for Third Party Software.....	90
9.24	Processing Lockbox Contributions, Payments and Donations	90
9.25	Processing Payment of Refunds, Invoices and Withdrawals.....	91

1. OVERVIEW

1.1 Introduction

This Scope of Services requires the Contractor to provide a wide range of customer service and records administration services under the direction and control of the Board. The Contractor shall work in a timely, cooperative and continuous manner with the Board and the Service Providers to develop, implement and maintain each and every customer service and records administration service for the Board's Programs which meet or exceed industry comparable, and commercially reasonable standards for financial products.

To encourage and support the Respondent providing the lowest price and best value to the Board for performing customer service and records administration services to the Board's Programs, the Board agrees to:

- 1) Act reasonably, in good faith, and in the best interests of the Board's Programs when requesting or requiring any and all of the described services;
- 2) Encourage and promote the use of electronic communications, forms and transactions; and
- 3) Engage in periodic discussions with the Contractor about identifying and capturing efficiencies for operations and the system(s) utilized by the Contractor.

1.2 Definitions

This Scope of Services uses the following defined terms:

"Board" means the Florida Prepaid College Board, the Executive Director of the Florida Prepaid College Board, and the designees of either.

"Board's Programs" means the Stanley G. Tate Florida Prepaid College Program, the Florida 529 Savings Plans and the Florida Prepaid College Foundation.

"Business Day" means a weekday excluding State holidays or during an emergency declared by the Governor pursuant to chapter 252, Florida Statutes.

"Contract" means the contract between the Contractor and the Board for the provision of customer service and records administration services arising from this Invitation to Negotiate.

"Contractor" means the Respondent who is selected from this Invitation to Negotiate and enters into the Contract with the Board.

"Good Order" means a request or authorization which provides all of the information required by the Board's Programs.

“Incoming Correspondence” means any form of written communication from a party other than the Contractor or Board to, or sent to an address of, the Board’s Programs, including, but not limited to applications, forms, requests and comments, whether in paper, electronic or other medium. Incoming Correspondence does not include social media or blog posts/comments.

“Outgoing Correspondence” means any form of written communication from the Board’s Programs sent to an address of a party other than the Contractor or Board, including, but not limited to forms, confirmations and responses, whether in paper, electronic or other medium. Outgoing Correspondence does not include social media or blog posts/comments.

“Program Data” means any and all information (such as transactions, Incoming Correspondence, Outgoing Correspondence, images, notes, history, audit trail, recordings, reports, etc.) related to a potential customer, Account Owner, Survivor, Beneficiary or an Account in the Board’s Programs, including any and all associated Account numbers and codes.

“Program Governance Documentation” means the following documentation, which are all incorporated into ITN 16-01 and the resulting Contract by reference and which are presented in order of priority for any conflicts:

- The United States Code, as amended, including Section 529 and related Sections of Title 26, the Internal Revenue Code of 1986;
- Proposed and final regulations and guidance, as amended, including Treasury Regulations regarding Section 529;
- Uniform Gifts to Minors Act or Uniform Transfers to Minor Act (UGMA / UTMA) law and regulations, as amended;
- Florida Statutes, as amended, including Section 1009;
- Florida Administrative Code, as amended, including Chapter 19B;
- the Master Contract, as amended;
- the Program Description and Participation Agreement, as amended;
- The Stanley G. Tate Project STARS Scholarship Program Policies and Procedures, as amended;
- Business Rules, as amended; and
- Servicing Guide(s), as amended.

“Service Provider” means a party, other than the Contractor, who has entered into a contract with the Board to provide services to the Board or the Board’s Programs and includes any subcontractors thereof.

2. PROGRAM GOVERNANCE DOCUMENTATION

2.1 Overview

The Contractor shall provide any and all customer service and records administration services as authorized by, or required to operate the Board's Programs in compliance with, the Program Governance Documentation. The Contractor shall develop and maintain a Servicing Guide for each of the Board's Programs, subject to periodic review, modification and approval by the Board. A "Servicing Guide" details the tasks, procedures, letters, reports, and training required to implement the operating policy, including cross-references to other Program Governance Documentation, and to provide customer service and records administration services for the Board's Programs. By March 31, 2019, the Contractor shall provide the Board with the initial Servicing Guides for each of the Board's Programs. At the Board's request, the Contractor shall provide information and descriptive statements concerning the customer service and records administration services the Contractor provides for inclusion in any prospectus, disclosure statement, marketing collateral, or other material related to the Board's Programs.

- 1) Provide an overview of the Respondent's experience developing and maintaining Servicing Guides and the Respondent's approach and timeline for creating Servicing Guides for each of the Board's Programs.

Please enter response here. Suggested length 5 to 10 pages.

- 2) Identify areas of the Program Governance Documentation, if any, that the Respondent does not believe would fall under its responsibility to provide any and all customer service and records administration services as authorized by, or required to operate the Board's Programs in compliance with, the Program Governance Documentation.

Please enter response here.

2.2 Business Rules.

The Contractor shall maintain, subject to periodic review, modification and approval by the Board, the Business Rules for each of the Board's Programs. Business Rules set forth the operating policy for providing customer service and records administration services required for the Board's Programs. The Contractor shall develop and maintain, subject to Board

modification and approval, instructions, forms, letters, reports, and other content in support of the Business Rules and other Program Governance Documentation.

- 1) Describe any prior experience maintaining Business Rules for a qualified tuition program client.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Explain the proposed approach for working with the Board to maintain Business Rules that support operating the Board's Programs, including a discussion of the technology used to support the approach (e.g., ensuring timely updates, tracking changes, and communicating the updated Business Rules to the Board and to those working on the Board's Program).

Please enter response here. Suggested length 1 to 5 pages.

- 3) In a structured, section-by-section discussion based on the Business Rules of each the Board's Programs, provide a detailed explanation of how the Respondent will provide any and all customer service and records administration services for each of the Board's Programs supported by sample screenshots, reports and letters.

Please enter response here. Suggested length 50 to 100 pages per Board Program, including sample screenshots, reports and letters.

2.3 Living Documents.

The Contractor shall be responsible for monitoring and notifying the Board about any changes to the Program Governance Documentation. The Contractor shall maintain a copy of the applicable Program Governance Documentation in an easy-to-access, version-controlled, up-to-date, and electronic format and shall provide the Board with an electronic copy upon request. The Account Manager shall discuss the Contractor's proposed changes to the Program Governance Documentation, if any, at the first semimonthly meeting of each calendar quarter during the term of the Contract. Each update of the Program Governance Documentation is effective and applicable to customer service and records administration services provided by the Contractor only following the effective date of the law or approval by

the Board. The updated Program Governance Documentation shall supersede any previous versions and shall be considered the most recent version of the Program Governance Documentation applicable to the Contract. The Board may direct or make an update of the Program Governance Documentation to deal with matters not then addressed by the Program Governance Documentation or to change how a specific matter will be handled by the Contractor.

- 1) Explain prior experience responding to, and proactively encouraging, the continuous enhancement of a qualified tuition program's and/or foundation's policies, procedures and product offerings to customers.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Recommend additional enhancements to the existing Program Governance Documentation that would support the Board's objectives to protect the Programs, focus on the customer and increase savings and participation.

Please enter response here.

2.4 Interpretation.

The Board's Interpretation of the Program Governance Documentation and this ITN shall be controlling. In the event of any conflict, in the opinion of the Board or its representative, between: a) the most recent version of the Program Governance Documentation and b) this ITN or the written questions submitted to the Board and the written responses to such questions, the most recent version of the Program Governance Documentation shall control.

3. SYSTEM SOLUTIONS

3.1 General

The Contractor shall implement and maintain a system solution(s) to support the provision of customer service and records administration services for the Board's Programs. The Contractor shall be responsible for providing and supporting sufficient computer data processing hardware, toll-free telephone lines and equipment within its premises, and any software necessary to support the prompt processing of customer service and records administration services for the Board's Programs. The Contractor shall maintain a structure of system and operating procedure controls to produce a complete and accurate reflection of all transactions affecting accounts in the Board's Programs. The Contractor shall ensure that the Board shall have reasonable access to this system(s) to observe Program Data in real-time.

- 1) Describe the system solution(s) for meeting or exceeding the customer service and records administration requirements of this ITN, including:
 - a. Programming language(s) and version(s) used;
 - b. Hardware and technology platform(s) used, including ability to operate, maintain and enhance;
 - c. Capacity and flexibility to support future Program growth, spikes in user traffic, and additional software expansion/integration;
 - d. Development, testing, staging and production environments, including the ability to access these environments by the Respondent and the Board;
 - e. Assigning each individual and program/automated routine (e.g., update from National Change of Address Registry) with access to the Program Data a unique identification for inclusion in an audit trail;
 - f. A workflow process that routes and tracks Incoming Correspondence, requests, and communications between the Contractor and the Board;
 - g. The ability to monitor, audit, balance and reconcile transactions, identifying exceptions, anomalous patterns and trends, or other outliers that represent risk or are contrary to expected measures of performance; and
 - h. The security approach and standards used (e.g., Payment Card Industry Data Security Standards, secure file transfer protocol, encryption of sensitive data, tracking and monitoring of access and changes to the system and Program Data, and fraud prevention alerts and analytics).

Please enter response here. Suggested length 5 to 10 pages.

- 2) Describe the ability to easily manage general Business Rule parameters, updates and changes on an as needed basis (e.g. modifying application fees, changing required fields, updating Plan cost and Plan year without terminating the Plan, and support of general messaging).

Please enter response here. Suggested length 5 to 10 pages.

- 3) Describe the processes that will be employed to assure the integrity of the database(s) and files for the Board's Programs and how these processes will support the Board's management and auditing efforts, including how the Board receives assurance that no adjustments are made to the Program Data unless authorized by the Program Governance Documentation or the Board and how the Board can access the audit trail online and in real-time.

Please enter response here. Suggested length 5 to 10 pages.

- 4) Describe the extent and quality of system documentation and user training materials maintained by the Respondent for the system solution.

Please enter response here. Suggested length 1 to 5 pages.

- 5) Describe the methodology by which the Contractor shall manage and complete significant projects for the Board.

Please enter response here. Suggested length 5 to 10 pages.

- 6) Describe the approach for offering new system upgrades, features and services to the Board as they are developed, including assurance that the Board will not be asked to pay more than the lowest cost offered to or paid by any client for any system upgrade, feature or service not covered by the Contract.

Please enter response here. Suggested length 1 to 5 pages.

3.2 Replicated Production Environment

The Contractor shall develop, implement and maintain a real-time, operational replication of the production environment with Program Data used to provide customer service and records administration services within the United States and a sufficient distance from the production environment to support the Business Continuity Plan. The Contractor shall ensure that the Board shall have complete, irrevocable, unrestricted and independent access to this replicated system and Program Data.

- 1) Describe the replicated production environment(s) that will be used for the Board's Programs.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe how the Board will access the replicated production environment(s) and Program Data.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Describe how, in an event of dissolution, bankruptcy, material breach of contract, other business disruption or transition upon contract termination, the Respondent will ensure that the responses in this Subsection are accomplished and maintained. For example, software license agreements, escrow of software, maintenance agreements, and purchase rights.

Please enter response here. Suggested length 1 to 5 pages.

3.3 Unanticipated System Modifications, Enhancements and Improvements

At both the award of the Contract and at the execution of the first extension, the Contractor shall provide the Board with 15,000 vested Programmer Hours towards unanticipated system modifications, enhancements and improvements and shall be available to the Board until the Contract expires or terminates. To be considered unanticipated, a system modification, enhancement or improvement must: 1) not be required by, ancillary to, or otherwise related to

any service or function required by the Contract; 2) be customized to one or more of the Board's Programs; and 3) be approved in advance by the Board in writing. If the work is conducted by a Business Analyst, the number of Programmer hours that shall be charged for such work done by a Business Analyst shall be calculated by multiplying the number of hours worked by a Business Analyst by the quotient of the hourly rate for Business Analysts divided by the hourly rate for Programmer hours, using the hourly rates specified in the Contract. Payment for work in excess of the vested Programmer Hours accumulated by the Board shall be according to the hourly rates specified in the Contract and approved in advance by the Board.

Describe the protocol by which unanticipated system modifications, enhancements and improvements are identified, presented, approved, tracked, and billed.

Please enter response here. Suggested length 1 to 5 pages.

4. CUSTOMER CONTACT.

4.1 Availability of Customer Service Representatives

The Contractor shall provide a sufficient quantity of well-trained staff to provide customer services for the Board's Programs throughout the entire calendar year. The Contractor shall handle all telephone calls from or to customers or potential customers of the Board's Programs. The Contractor shall provide a sufficient number of live operators who fluently speak English and an adequate number of live operators who fluently speak Spanish, so that there is not an appreciable difference in the wait times for an English-speaking operator and the wait times for a Spanish-speaking operator.

- 1) Describe prior experience in operating a multilingual customer service center.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Explain the ability and approach to meeting or exceeding industry standards for the Board's call center(s).

Please enter response here. Suggested length 1 to 5 pages.

- 3) The ability to support additional languages, such as Creole.

Please enter response here. Suggested length 1 page.

- 4) Propose how customer service for the financial products included in the Board's Programs should be handled.

Please enter response here. Suggested length 5 to 10 pages.

4.2 Customer Service Structure

The Contractor shall develop, implement and maintain the structure for telephone customer service of the Board's Programs.

- 1) Identify the customer service structure for receiving calls on behalf of the Board's Programs, including, but not limited to, how it will:

- a. Provide an adequate number of phone lines with live operators to meet or exceed the customer service requirements of the Board's Programs throughout the year;
- b. Offer messaging with voice talent and routing for the toll-free telephone lines;
- c. Advise the customer of the anticipated wait time and provide an opportunity for a timely callback; and
- d. Permit the addition, modification or removal of recorded messages within one Business Day.

Please enter response here. Suggested length 10 to 25 pages.

- 2) Identify the customer service structure provided to support the customer service operations, including, but not limited to, how it will:
 - a. Use pre-screening information, such as phone numbers, to verify the caller and pull up account information automatically;
 - b. Record and index all answered incoming and outgoing phone calls for quality assurance and training purposes and to be accessed remotely from the Board office; and
 - c. Record call data for statistical reporting about each incoming and outgoing phone call, such hold and talk time.

Please enter response here. Suggested length 5 to 10 pages.

4.3 Customer Service Operations

The Contractor shall develop, implement and maintain the operations structure for customer service of the Board's Programs. In addition to handling all incoming phone calls, the operations structure shall allow for outbound phone calls on behalf of the Board's Programs, including, but not limited to, return customer phone calls, notify winners of scholarship programs offered by the Board's Programs, and help retain existing customers and gain new customers.

Describe the customer service operations that will be offered for the Board's Programs, including, but not limited to, how it will:

- a. Verify that the caller is an authorized party for the Account;

- b. Obtain and record information required by the Board, such as contact information, how the caller learned about the Board's Programs, and the type of call;
- c. Offer assistance with the completion of an enrollment application, form or online function; and
- d. Ensure that, to the extent possible, a summary of each call is logged in the records administration system in a structured, searchable and reportable manner.

Please enter response here. Suggested length 10 to 25 pages.

4.4 Contact Information

The Contractor shall identify, gather, validate and update contact information for existing and potential customers contacting the Board's Programs. Upon request by the Board and by the next Business Day, the Contractor shall provide an extract of contact information for existing and potential customers based on the provided parameters.

Describe the method for handling contact information, including, but not limited to:

- a. Gathering contact information of existing and potential customers in a structured, secure and searchable database with a number of supporting parameters to permit contact through a number of mediums/channels;
- b. Identifying existing and potential customers of the Board's Programs, or groups thereof, to whom marketing or non-marketing outgoing correspondence will be sent;
- c. Validating contact information of existing and potential customers to increase the likelihood of contact and reduce cost; and
- d. Updating contact information in a timely manner.

Please enter response here. Suggested length 5 to 10 pages.

4.5 Incoming Correspondence Retention.

The Contractor shall maintain industry-standard channels for receiving Incoming Correspondence, including PO Boxes and a sufficient number of fax lines. The Contractor shall receive and electronically store all Incoming Correspondence, regardless of medium, within one Business Day of receipt.

Describe the method for scanning and storing the correspondence, including, but not limited to:

- a. How the correspondence will be date stamped, scanned, reviewed, indexed, and logged/noted in the database(s) for each/all the account(s) referenced in the correspondence;
- b. If the correspondence does not reference an account or the account cannot be located, how the document will be stored and retained; and
- c. How the Board will be able to search and view the stored correspondence from the Board office.

Please enter response here. Suggested length 1 to 5 pages.

4.6 Processing Incoming Correspondence

The Contractor shall process and/or respond to all Incoming Correspondence and returned outgoing correspondence of the Board's Programs within two Business Days of receipt, except for termination and school invoice correspondence, which shall be processed and/or responded to within five Business Days. All Incoming Correspondence received in Good Order must be processed, including required transactions, confirmations, and responses within two Business Days. If the Incoming Correspondence is not received in Good Order, then, to the extent commercially practical, the Contractor shall notify the sender of the Incoming Correspondence of the deficiencies with remediation instructions. An automated Incoming Correspondence tracking process shall be utilized to track the timely handling of Incoming Correspondence.

Describe the method for processing Incoming Correspondence, including, but not limited to:

- a) The utilization of electronic forms and automated processes to reduce the quantity of manually processed Incoming Correspondence;
- b) The completion of quality assurance and internal audit on processed correspondence; and
- c) The reporting which will be provided to the Board.

Please enter response here. Suggested length 5 to 10 pages.

4.7 Outgoing Correspondence Development

The Contractor shall create, update and maintain all non-marketing outgoing correspondence to existing and potential customers of the Board's Programs. The Contractor

shall develop, implement and maintain a Communication Plan to ensure that information and statements included in any outgoing correspondence is accurate, easy to understand, and not misleading. The Contractor shall add, modify or remove templates for outgoing correspondence as needed and at the request of the Board – this shall not be considered a system modification, enhancement or improvement.

Describe the method for creating, updating and maintaining the non-marketing outgoing correspondence, including, but not limited to:

- a. The methods of delivery offered to existing customers;
- b. A draft of the Communication Plan;
- c. The ability to add, modify or remove outgoing correspondence templates;
- d. The ability to draft one-time letters; and
- e. The ability to suppress letter production for certain letters, batches or accounts.

Please enter response here. Suggested length 10 to 25 pages.

4.8 Scanning Outgoing Correspondence

The Contractor shall scan all outgoing correspondence to existing and potential customers of the Board's Programs, except for printed marketing outgoing correspondence. The Contractor shall be able to remove or extract individual letters of a grouping of letters from a given batch distribution as may be necessary or if requested by the Board. The Contractor shall permit and encourage the inclusion of marketing information in outgoing correspondence to existing customers of the Board's Programs. "Printed marketing outgoing correspondence" shall be considered as outgoing correspondence that is printed and serves no other business purpose of the Board's Programs than soliciting either an enrollment or donation to the Board's Programs.

The Respondent's proposal shall describe the method and approach for handling outgoing correspondence.

Please enter response here. Suggested length 1 to 5 pages.

5. ONLINE ACCESS OF RELEVANT INFORMATION AND IMAGES BY USERS.

5.1 Development

The Contractor shall develop, implement and maintain the non-marketing websites for the Board's Programs. The Contractor shall optimize the websites for tracking and analytics; viewing on desktops, tablets and mobile devices; complying with Section 508; and working on browser versions representing at least 90 percent of users for common browser types. The Contractor shall permit and encourage the inclusion of marketing information in web pages to existing customers of the Board's Programs. The Contractor shall not modify the functional design or content of the non-marketing websites for the Board's Programs without the prior written approval of the Board. The Contractor shall add, modify or remove non-marketing web pages as needed and at the request of the Board – this shall not be considered a system modification, enhancement or improvement.

- 1) Explain the ability to develop, implement and maintain websites which are optimized for tracking and analytics; viewing on desktops, tablets and mobile devices; complying with Section 508; and working on browser versions representing at least 90 percent of users for common browser types.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Explain the protocols that will be used to ensure the functional design and content of the websites for the Board's Programs is not modified unless provided for in the Program Governance Documentation or with Board approval.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Recommend enhancements for the current functional design and content of the Board's Programs' websites.

Please enter response here.

5.2 Hosting Online Solutions

At the request of the Board, the Contractor shall host any or all of the Board's websites, including marketing websites.

- 1) Describe prior experience with hosting websites.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe the ability to provide hosting of the Board's websites, including the backup mechanisms that will be used to ensure uptime of the Board's websites.

Please enter response here. Suggested length 1 to 5 pages.

5.3 Access

The Contractor shall develop, implement and maintain a system structure for permitting real-time, secure online access to receive (i.e., view, download and print) and submit (i.e., upload, process and track) relevant information, documents and images based on the user type authorized by the Board. Online access shall include the ability to generate and download extracts of relevant information in Microsoft Excel file formats, including, but not limited to, transactions and accounts eligible for future transactions.

Describe the information and functionality provided via online access, including the architecture (e.g., an overview of the Account), configurable options (e.g., mail or paperless delivery and change password) and supporting features (e.g., an announcements/message board section) to:

- a. potential customers (e.g. request for materials and enrollment);
- b. existing customers (e.g., online account access by Account Owners, Survivors and Beneficiaries for information and transactions);
- c. Eligible Educational Institutions (e.g., eligible student file download, online invoice processing, and payment file downloadable in Excel); and
- d. the Board (e.g., the ability to view any of the accounts of the Board's Programs in a similar manner to the users identified above; review of customer service notes and transactions; and enter new notes).

Please enter response here. Suggested length 25 to 50 pages.

5.4 Security

On an annual basis and as reasonably requested by the Board, the Contractor shall provide a certification from an appropriate third party approved by the Board that the system

security measures employed by the Contractor are adequate to protect information contained in the database(s) for the Board's Programs.

- 1) Describe the system security measures that will be utilized to provide online access to information about the Board's Programs online.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe the periodic training related to data protection, privacy, and security.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Describe how the Respondent controls and/or prevents employees from downloading, copying, transmitting or sharing Program data for personal purposes or with non-authorized parties.

Please enter response here. Suggested length 1 to 5 pages.

5.5 Training Materials

The Contractor shall develop, implement and maintain a training system for each type of user with online access, including the Board.

Describe the training system that will be offered to each type of user with online access.

Please enter response here. Suggested length 5 to 10 pages.

6. REPORTING

6.1 Development

The Contractor shall develop, implement and maintain a system structure for permitting real-time, centralized online access to relevant information and reports, created through routine, one-time and ad hoc reporting queries, for access by the Board and other users authorized by the Board. The reporting software shall be able to produce at least text and Microsoft Excel file formats without manual conversion/intervention and transmit the reports via secure email or other secure electronic transfer. The Contractor shall add, modify or remove templates for reporting at the request of the Board – this shall not be considered a system modification, enhancement or improvement.

- 1) Describe the method and security for providing the Board with online access to, but not limited to, routine and ad hoc reporting on, but not limited to, any and all customer service statistics, performance of records administration services, system responsiveness and uptime, and Program Data, including features for alerts, exception reporting of unauthorized or out-of-balance transactions or accounts, and trend analysis.

Please enter response here. Suggested length 10 to 25 pages, excluding sample screenshots and reports.

- 2) Describe the support staff and resources provided to the Board to develop, implement and maintain the reporting functionality including, but not limited to, creating reporting templates, providing recommendations for the creation of complex reports, developing and running queries, and answering questions about the Program Data, reporting tool and reporting results.

Please enter response here. Suggested length 5 to 10 pages.

6.2 Analysis

The Contractor shall identify trends; propose actions to protect the Board's Programs, enhance the experience of existing and potential customers, and increase savings and participation in the Board's Programs; and develop informational presentations for the Board. The Account Manager shall present new analyses at semimonthly meetings with the Board.

Describe the Respondent's ability to, but not limited to:

- a. identify trends;
- b. propose actions that support the client's objectives; and
- c. develop informational presentations.

Please enter response here. Suggested length 1 to 5 pages.

7. PLANS, AUDITS AND REPORTS

7.1 Implementation Plan

The Contractor shall develop an Implementation Plan demonstrating the ability to offer any and all customer service and records administration services by July 1, 2019. The Implementation Plan, which shall incorporate the Board's comments and requests, shall be subject to the prior written approval of the Board. If the Contractor fails to receive Board approval of the Implementation Plan within 90 days of the execution of the Contract, the Board may terminate the Contract and the Board shall not be liable to the Contractor for any amount for any reason related to this ITN, the Contractor's proposal, the Contract, or any related costs incurred by the Contractor for preparing to perform the Contract. The Contractor shall not assume responsibility for the performance of any of the services to be provided pursuant to the Contract unless and until the Board determines, in its sole discretion, that the Contractor is fully capable of performing all of the services required to be provided pursuant to the Contract.

Provide a detailed, coordinated and comprehensive Implementation Plan and schedule for:

- a. Assuming responsibility of customer services for the Board's Programs;
- b. Assuming responsibility of records administration services for the Board's Programs;
- c. The migration of Program Data for the Board's Programs to the Respondent's proposed System Solution, including a description of the processes and controls the Respondent propose to use for the transfer; and
- d. Testing and validation of the migrated Program Data and operations for the Board's Programs.

Please enter response here.

7.2 Security Plan

The Contractor shall develop, implement and maintain a Security Plan to protect the records, database(s) and files of the Board's Programs. The Contractor shall address all of the Contractor's facilities and functionalities that will be associated with the Contract in the Security Plan. The Contractor shall adhere to industry best practices relating to fraud prevention, particularly with respect to mitigation of losses, including investment losses caused by unfunded contributions and timed withdrawal attempts.

- 1) Describe the frequency and scope of monitoring and testing of the networks for intrusion.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe the ability and design for each type of user to access the system(s), including whether the user type has a centralized, single sign-on access point.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Describe the ability to provide security verification options, including dual verification by email, text or telephone.

Please enter response here. Suggested length 1 to 5 pages.

7.3 Business Continuity Plan

The Contractor shall develop, implement and maintain a Business Continuity Plan, subject to Board approval. Annually, the Contractor shall perform, and provide the Board with a detailed report of, a complete test of the Business Continuity Plan on a date that is scheduled to minimize interruption with other records administration functions and is subject to the prior written approval of the Board. The Contractor shall permit Board personnel to observe the test.

- 1) Describe the Business Continuity Plan, including the ability to provide sufficient personnel and resources under various disaster scenarios.

Please enter response here. Suggested length 5 to 10 pages.

- 2) Describe the ability to develop, maintain and recover from a periodic backup data file stored in a secure offsite facility in case of an issue with the production and replicated production environments.

Please enter response here. Suggested length 1 to 5 pages.

7.4 Transition Plan

Subsequent to the Contractor becoming operational and at the direction of the Board, the Contractor shall develop and maintain a Turnover Plan. The Turnover Plan will ensure that, at

the expiration or termination of the Contract, the Board will have an orderly and complete plan for the transfer of all functions and services performed by the Contractor pursuant to the Contract. The Contractor shall be entitled to compensation for its work on the Turnover Plan (i.e., preparing information and deliverables requested by the Board or its consultants or for conferences and meetings approved by the Board at which work is done on the Turnover Plan), which, at the election of the Board, may be paid in cash or through the use of the value for vested Programmer Hours available to the Board for unanticipated system modifications, enhancements and improvements.

- 1) Describe the process and approach that will be used to maintain a Turnover Plan.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe the Board’s ability to receive license(s) for applicable customer service and records administration software for up to 10 years after the termination or expiration of the contract.

Please enter additional cost required, if any, here.

Please enter response here.

7.5 System Audit

The Contractor shall contract with an independent Certified Public Accounting Firm, which shall be subject to prior written approval by the Board, for an annual electronic data processing system audit certifying the integrity of the electronic data processing system(s), including, but not limited to, internal controls, the Business Continuity Plan, Security Plan, and the security of the website(s) implemented and/or hosted by the Contractor for use by the Board’s Programs. The Contractor shall involve the Board in the planning, findings and reporting phases of the audit and shall incorporate the Board’s recommendations. The Contractor shall remedy all audit comments and exceptions contained in an audit report to the satisfaction of the Board as quickly as practicable but in no event later than three months after the audit report is submitted to the Board.

- Describe the Board’s ability to view and monitor audit functionality in the system.

Please enter response here. Suggested length 1 to 5 pages.

7.6 Security Audit

On an annual basis, and as reasonably requested by the Board, the Contractor shall provide a certification from an appropriate third party approved by the Board that the physical and system security measures employed by the Contractor are adequate to protect information contained in the database(s) for the Board's Programs. The Contractor shall permit and encourage the inclusion of additional security information or enhancement in providing online access to the Board's Programs - this shall not be considered a system modification, enhancement or improvement.

Describe the system security measures that will be utilized to provide access to Program Data.

Please enter response here. Suggested length 1 to 5 pages.

- 1) Describe the periodic training related to data protection, privacy, and security.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe how the Respondent controls and/or prevents employees from downloading, copying, transmitting or sharing Program data for personal purposes or with non-authorized parties.

Please enter response here. Suggested length 1 to 5 pages.

7.7 SSAE 16 Audit

The Contractor shall contract with an independent Certified Public Accounting Firm, which shall be subject to prior written approval by the Board, for an annual SSAE 16 SOC 2 report that evaluates the Contractor's policies and procedures placed in operation and tests operating effectiveness. The Contractor shall involve the Board in the planning, findings and reporting phases of the audit. The Contractor shall remedy all comments and exceptions contained in the SSAE 16 SOC 2 report to the satisfaction of the Board as quickly as practicable but in no event later than three (3) months after the audit report is submitted to the Board, unless otherwise extended by the Board.

Describe prior experience with SSAE 16 SOC 2 reports, including the type of exceptions and resolutions involved.

Please enter response here. Suggested length 1 to 5 pages.

7.8 Internal Audit

Each month, the Contractor shall undertake and perform internal audits on identified subjects, system functionalities and processes used to provide customer services and records administration services for the Board's Programs. At the semimonthly meetings with the Board, the Account Manager shall present the complete results of all internal audits, provide a schedule of upcoming internal audits to be performed, and accept Board recommendations for future internal audits.

Describe the approach and structure for providing an internal audit.

Please enter response here. Suggested length 1 to 5 pages.

7.9 Performance Reports

Each month, the Contractor shall produce performance reports on identified subjects, system functionalities and processes used to provide customer services and records administration services for the Board's Programs, including system usage, response times, downtime, and related computer statistics. At the semimonthly meetings with the Board, the Account Manager shall present the complete results of all performance reports, provide a schedule of upcoming performance reports to be performed, and accept Board recommendations for future performance reports.

Describe the approach and structure for providing performance reports.

Please enter response here. Suggested length 1 to 5 pages.

7.10 Reconciliation Reports

By the 10th Business Day of each month, the Contractor shall complete, and certify the accuracy of, account, revenue and expenditure reconciliations as of the prior month for the day, month, fiscal year-to-date, and calendar year-to-date. Account reconciliations provide an overview of the account population for each of the Board's Programs and describe the tests

and results for determining completeness and accuracy of identified elements, such as transactions, balances, parameters and related accounts. Revenue reconciliations summarize and reconcile the funds posted in the system to Service Providers and other third-party reports of the receipt and return of funds and are presented in identified categories, such as plan type, payment option, source (e.g., lockbox, ACH, payroll, etc.), and reason (e.g., payment of fees, payment return reason, etc.). Expenditure reconciliations summarize and reconcile the refunds, invoices, and withdrawals posted in the system to payment reports and are presented in identified categories, such as date, type (e.g., voluntary cancellation, withdrawal, payment to school, etc.), and method (e.g., electronic transfer, check, etc.) of payment. Annually, the Contractor shall review and modify the structure and content of each type of reconciliation, subject to the Board's input and approval.

- 1) Describe the approach and structure for providing an account reconciliation.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Describe the approach and structure for providing a revenue reconciliation.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Describe the approach and structure for providing an expenditure reconciliation.

Please enter response here. Suggested length 1 to 5 pages.

8. FACILITY AND PERSONNEL

8.1 Primary Operations Site.

The Contractor shall provide the primary operations site for customer service and records administration in Tallahassee, Florida ("Primary Operations Site").

Propose a Primary Operations Site location, including the anticipated layout and the number of square feet of space.

Please enter response here. Suggested length 1 to 5 pages.

8.2 Access and Private Office.

The Contractor shall provide the Board with access to the Primary Operating Site at any time, with or without notice, during customer service hours and shall have a dedicated private office available for use by at least one individual.

- 1) Explain the protocols to ensure that Board has access to the Primary Operating Site at any time, with or without notice, during customer services hours.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Propose the location of and number of square feet of space provided in the Primary Operating Site for the Board to have a dedicated private office for at least one individual.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Describe the equipment with access to the customer service and records administration software solution(s) that will be provided and maintained in the private office by the Respondent at no additional cost to the Board.

Please enter response here. Suggested length 1 to 5 pages.

8.3 Staff for Primary Operations Site.

At the Primary Operations Site, the Contractor shall provide a sufficient quantity of staff and resources to provide and perform normal customer service and records administration services operations and routine system maintenance services and functions for the Board's Programs.

Personnel working at the Primary Operations Site shall be exclusively dedicated to servicing the Board's Programs and shall meet with the Board upon request by the Board. The Contractor shall not prevent any individual at the Primary Operations Site from seeking or accepting a position with the Board or a Service Provider. At the request of the Board, the Contractor must provide a:

- a. Systems Manager (the Systems Manager supervises the systems personnel and provide support for system hardware and software);
 - b. Finance and Accounting Manager (the Finance and Accounting Manager supervises the finance and accounting personnel and the processing of all transactional correspondence and responsibilities);
 - c. Customer Service Manager (the Customer Service Manager supervises the customer service representatives and the processing of all demographic correspondence and responsibilities);
 - d. Document Manager (the Document Manager supervises the handling of all incoming and outgoing correspondence and forms);
 - e. Board Correspondence Coordinator (the Board Correspondence Coordinator responds on behalf of the Board to all phone calls and correspondence requiring a response by the Board);
 - f. Reporting and Compliance Manager (the Reporting and Compliance Manager creates, maintains and provides routine and ad hoc reports as requested by the Board which may include, but not limited to, program statistics, trend analysis, variance analysis, quality control, and compliance); and/or
 - g. Supervisor (an individual trained in the same responsibilities as, and reports to, a position described above).
- 1) Provide an organization chart showing each department, including the number of individuals anticipated to fill each identified department at the Primary Operations Site.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Explain the protocol the Respondent will use to ensure that the Board has input on the assignment and retention of supervisory positions at the Primary Operations Site.

Please enter response here. Suggested length 1 to 5 pages.

8.4 Account Manager.

At the Primary Operations Site, the Contractor shall provide an Account Manager whose primary job responsibilities are to work with the Board and to serve as the senior supervisor of the personnel at the Primary Operations Site. The Account Manager shall be exclusively dedicated to servicing the Board's Programs. The Account Manager shall be the supervisor for the Contractor's performance under the contract and shall have the authority to make decisions which shall be binding upon the Contractor. The Account Manager shall attend each quarterly Board meeting for the Board's Programs and, as requested by the Board, prepare reports and make presentations. The Account Manager shall meet with the Board semimonthly and as requested by the Board.

- 1) Identify the proposed Account Manager, including a resume.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Provide the proposed Account Manager's agenda for the semimonthly meetings to support a robust conversation about the customer service and records administration services of the Board's Programs.

Please enter response here. Suggested length 1 to 5 pages.

8.5 Contract Manager

Within the United States, the Contractor shall provide a Contract Manager whose primary job responsibilities are to ensure that the Contractor complies with the terms and conditions of the Contract and that all services are performed under the discretion and control of the Board or its designee. The Contract Manager shall attend each quarterly Board meeting for the Board's Programs and, as requested by the Board, prepare reports and make presentations. The Contract Manager shall meet with the Board monthly, and as requested by the Board, to review the Contractor's performance and compliance with the Contract. Additionally, the Contract Manager shall immediately notify the Board or its designee, in the event of any service deficiency, failure impacting the Board or any negative action that may impair the expectations of the Board. The Contract Manager shall have the authority to make decisions which shall be binding upon the Contractor.

- 1) Identify the proposed Contract Manager, including a resume.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Provide the proposed Contract Manager's agenda for the monthly meetings to support a robust conversation about the Contractor's performance and compliance with the Contract.

Please enter response here. Suggested length 1 to 5 pages.

8.6 Supporting Staff and Resources.

Within the United States, the Contractor shall provide sufficient staff and resources to provide and perform customer service and records administration services operations and system maintenance during peak periods and system enhancements for the Board's Programs.

- 1) Identify the location of additional personnel and subcontractors that will be used to provide and perform operations and system maintenance during peak periods.

Please enter response here. Suggested length 1 to 5 pages.

- 2) Identify the location of personnel that will develop and test system enhancements for the Board's Programs.

Please enter response here. Suggested length 1 to 5 pages.

- 3) Explain the ability and willingness to provide further additional personnel and subcontractors to support unanticipated peak periods and challenging system enhancements.

Please enter response here. Suggested length 1 to 5 pages.

9. INNOVATIONS AND ENHANCEMENTS

The Board has identified several innovations and enhancements that it would like to work with the Contractor to implement during the term of the Contract. This list is for example and not exhaustive. The Board shall have the option to pay the cost directly to the Contractor, to amend the contract, or utilize the value of any vested Programmer Hours for unanticipated system modifications, enhancements and improvements, or any combination of the three. For each item, indicate:

1. Whether the innovation and enhancement can be incorporated into the proposed system solution.
2. Whether the innovation and enhancement is included in the Cost Response.
3. Any initial information the Respondent would like to share with the Board about the innovation and enhancement.

9.1 Multiple Enrollment Periods

The Contractor should be able to offer multiple/periodic open enrollments in a calendar year for any or all of products to some or all of the eligible population for any of the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.2 New Products

The Contractor should be able to offer new products (e.g., graduate school, apartment-style dormitory, meal, or books plan) and payment options (e.g., 10-year payment plan or escalating payment plan) for any of the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.3 Down Payments

The Contractor should be able to accept down payments and/or partial payoffs in the Prepaid Plan.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.4 Rollovers

The Contractor should be able to accept Rollover Contributions in the Prepaid Plan.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.5 Multiple Recurring Payment Sources

The Contractor should be able to accept recurring payments, contributions and donations from multiple payment sources into the Board's Programs (e.g., an Account Owner should be able to: a) have both an automatic payment plan and a payroll deduction for a Plan; and b) have two automatic payment plans for different amounts from different bank accounts).

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.6 Multiple Dates for Recurring Payment Sources

The Contractor should be able to accept recurring payments, contributions and donations for amounts and dates specified by the payor (e.g., an Account Owner should be able to: 1) make a recurring payment of \$50 every two weeks towards a Plan; and 2) make recurring contributions of \$25 on the 1st and \$50 on the 15th of the month to the same Account).

1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.7 Credit Cards

The Contractor should be able to accept credit cards for payments, contributions and donations in the Board's Programs.

1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.8 Upgrades

The Contractor should be able to offer Plan upgrades for existing customers in the Prepaid Plan.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.9 Survivor and Joint Owners

The Contractor should be able to offer both Survivor and Joint Owner, which may be filled by different people, roles and access in the Prepaid Plan and Savings Plan.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.10 Online Chat

The Contractor should be able to offer an online chat communication channel to assist potential and existing customers in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.11 Online Access – Replicated Customer Experience

The Contractor should be able to offer an online access portal to the Board and customer service representatives that replicates the online access portal utilized by potential or existing customers in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.12 Online Access – Authorized Agents

The Contractor should be able to offer an online access portal to authorized agents of existing customers (e.g., trustees, power of attorney, registered investment advisors, and custodian/guardian) in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.13 Online Access – Employers

The Contractor should be able to offer an online access portal to employers (e.g., enrollment, payroll deduction payments, 529-matching program and managing company-owned benefits and balances) in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.14 Online Access – Foundation Partners/Donors

The Contractor should be able to offer an online access portal to Foundation partners/donors (e.g., enrollment, assigning Beneficiaries, and submitting payments/donations) in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.15 Online Access – Gifting

The Contractor should be able to offer an online access portal to non-customers that desires to submit a one-time or recurring payment or contribution to a Beneficiary in the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.16 Data Warehouse

The Contractor should be able to offer a data warehouse solution to capture and store large datasets for a specified period of time from multiple sources and present them to the user in a consistent and integrated structure to permit robust 'as of' reporting on the Board's Programs, including the ability to incorporate a business intelligence tool that offers functions such as analytics, data mining, and business performance management.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.17 Third-Party Back Office

The Contractor should be able to offer the ability for a third-party authorized by the Board to access the replicated production environment for the purposes of conducting monitoring, auditing, balancing and reconciliation of system transactions and controls.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.18 Beneficiary Identification

The Contractor should be able to use an identification number other than SSN (e.g., a student ID number) to manage accounts and communicate with Eligible Educational Institutions.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.19 Alternative Application Processing

The Contractor should be able to accept account applications for the Board's Programs via paper or telephone.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.20 Identification Verification

The Contractor should be able to validate/verify the name, date of birth and SSN of the Account Owner and Beneficiary at the time of enrollment and periodically thereafter.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.21 Promotional Codes and Fee Waiver

The Contractor should be able to offer a robust automated fee waiver and promotional code system for the Prepaid Plan that allows for targeted promotions based on the type of product, type of plan, group of Account Owners, group of Beneficiaries, or any combination thereof.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.22 Customer Relationship Management System

The Contractor should be able to offer a robust and integrated Customer Relationship Management system to support all customer touch points, including the following functional areas:

- a. Customer Services - Customer-facing services provided via contact center, including phone, email, web, chat, social, etc.
- b. Customer Support – Customer notification of various back office administration activities affecting his or her Account.
- c. Sales Management – Tracking and reporting related to the sales objectives.
- d. Content Management – Letters, forms and information provided to potential and existing customers in the Board's Programs.

1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.23 Access Spots and Hooks for Third Party Software

The Contractor should be able to offer access spots / hooks from the production environment or the replicated production environment to permit seamless integration (distribution and receipt of information) between the Respondent's system and third party software (e.g., a Customer Relations Management tool, a monitoring / reporting tool, and/or a social media tool).

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.24 Processing Lockbox Contributions, Payments and Donations

The Contractor should provide and maintain a system solution(s) for accepting and processing check contributions, payments and donations on behalf of the Board's Programs through Florida post office boxes for each of the Board's Programs.

- 1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

- 2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

- 3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

9.25 Processing Payment of Refunds, Invoices and Withdrawals

The Contractor should provide and maintain a system solution(s) for the payment of refunds, invoices and withdrawals of the Board’s Program via check and electronic means, based on the preference of the recipient.

1) Can the innovation and enhancement be incorporated into the proposed system solution?

_____ Yes, it is already incorporated in the proposed system solution

_____ Yes, prior to July 1, 2019

_____ Yes, after July 1, 2019

_____ No

2) Is the innovation and enhancement included in the Cost Response?

_____ Yes _____ No

3) Provide any initial information the Respondent would like to share with the Board.

Please enter response here.

By signing this Scope of Services response, our company affirms that this response supports and expands upon the requirements in the Scope of Services and ITN without modifying or contradicting the requirements provided therein.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Appendix B – Business RulesPrepaid Plan

See separate electronic file entitled “Appendix B-1 – Business Rules – Prepaid Plan”.

Savings Plan

See separate electronic file entitled “Appendix B-2 – Business Rules – Savings Plan”.

Foundation

The Foundation may participate in both the Prepaid Plan and Savings Plan. The Business Rules for the Prepaid Plan and Savings Plan shall apply to the Foundation unless the applicable Foundation Policies and Procedures, which may be amended from time to time, specify otherwise.

The Stanley Tate Project STARS Scholarship Program Policies and Procedures

See separate electronic file entitled “Appendix B-3 – Business Rules – Foundation – STARS”

Other Foundation Scholarship Program Policies and Procedures

See separate electronic file entitled “Appendix B-4 – Business Rules – Foundation – Private”

Appendix C – Contract**CONTRACT FOR CUSTOMER SERVICES AND RECORDS ADMINISTRATION SERVICES**

This Contract for Customer Service and Records Administration (the "Contract"), is entered into this ___ day of _____ 2017, by and between the FLORIDA PREPAID COLLEGE BOARD (the "Board"), an agency of the State of Florida, located in Tallahassee, Florida and _____, a _____ authorized to conduct business in the State of Florida (the "Contractor").

The Board operates the Stanley G. Tate Florida Prepaid College Program (also known as the Florida Prepaid College Plan; hereinafter the "Prepaid Plan"), Florida College Savings Program (also known as the Florida Savings Plan; hereinafter the "Savings Plan") and the Florida Prepaid College Foundation (hereinafter the "Foundation") (collectively, the "Programs").

The Board issued ITN #16-01, for a Records Management System and Contact Center Services for the Prepaid Plan, the Savings Plan and the Foundation on October 5, 2016. ITN 16-01 and all Appendices, Questions and Answers, and the Contractor's Response are incorporated by reference and made a part of this Contract, except to the extent that any provision or provisions of those documents are expressly revised in this Contract.

NOW 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:

1. REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:

A. It is lawfully organized and validly existing under all relevant federal, state and local laws, ordinances and other authorities of its domicile, and is otherwise in full compliance with all legal requirements of its domicile.

B. It is possessed with the legal authority and capacity to enter into and perform this Contract.

C. It has been duly authorized and registered to operate and do business in all places where it will be required to conduct business under this Contract; that it has obtained, at

no cost to the State of Florida or the Board, all necessary licenses and permits required in connection with this Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during its performance of this Contract.

D. It has no present interest, nor shall acquire any interest, which would conflict in any manner with its duties and obligations under this Contract.

E. To the best of the Contractor's knowledge, neither the execution, delivery, nor performance of this Contract by the Contractor will violate any law, statute, order, rule, or regulation of, or judgment, order or decree by, any federal, state, local, or foreign court or governmental authority, domestic or foreign, to which the Contractor 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.

F. It has the expertise and ability to perform all services required under this Contract.

G. It will assign sufficient personnel with sufficient experience and knowledge of the products and/or services to be provided to the Board under this Contract in order to fulfill all of its obligations under this Contract.

2. BOARD AUTHORITY. This Contract and all payments provided herein are subject to the provisions of Part IV, Chapter 1009, Florida Statutes, or any successor statute, and the rules of the Board. All references in this Contract to Part IV, Chapter 1009, Florida Statutes, include all subparts and successor statutes. The Board has taken all necessary action to duly authorize the execution, delivery and performance of this Contract.

3. TERM.

A. The term of this Contract shall be for an initial period of seven years, commencing on July 1, 2017, and continuing through June 30, 2024. To prepare for the Scope of Services required in this Contract, the first two years, or July 1, 2017 to June 30, 2019, are a "Transition Period" to permit the Contractor to execute the Implementation Plan.

B. There is no provision for an automatic extension of this Contract; however, the Board reserves the absolute right, in its sole discretion, and the Contractor agrees to unconditionally accept, to extend the Contract for an additional five years under the same terms and conditions set forth herein upon delivery of a notice of extension at least ninety days

prior to the expiration of this Contract. The extension may be divided into one year increments or for the full five years, in the sole discretion of the Board.

C. The Board also reserves the absolute right, in its sole discretion, and the Contractor agrees to unconditionally accept, to continue the provision of systems and services under this Contract and to assist the Board with a transition to a new provider, if applicable. The continued engagement may be for a term of up to six months.

D. Notwithstanding the foregoing provisions, if during the term of this Contract the Contractor files for bankruptcy protection of any kind or if a petition for involuntary bankruptcy is filed against the Contractor, under the United States Bankruptcy Code or any state bankruptcy laws, or if the Contractor is taken into receivership or otherwise taken over by any state or federal regulatory agency (all hereinafter collectively referred to as the “bankruptcy petition”), then in such circumstances the term of this Contract will automatically convert to a single one (1) year term with a termination date of June 30th immediately following the date on which a bankruptcy petition is first filed or the date on which any regulatory takeover occurs, whichever occurs first. In any such event, the Board shall have the absolute right, in its sole discretion, and the Contractor, trustee, receiver or other authorized representative agrees to unconditionally accept, to extend the Contract or any portion of the Contract under the terms and conditions set forth herein until anytime on or before June 30, 2029. The Board also may review and revise the Scope of Services to be performed; however, any extension that modifies any of the terms of this Contract shall be in writing and executed by both parties to this Contract.

4. CONSIDERATION.

A. The Contractor shall not be entitled to any consideration for any work performed or services provided during the Transition Period. The Board, in its sole discretion, may extend the Transition Period upon reasonably determining that the Contractor is not performing all of the services required pursuant to this Contract.

B. After the Transition Period and while this Contract is in effect, the Board agrees to pay the Contractor the fees, and only the fees, specified in the Pricing Schedule, which is expressly incorporated into this Contract by reference as Exhibit A, for the performance of all systems and services required pursuant to this Contract.

C. The Board shall not reimburse the Contractor for travel expenses incurred in connection with this Contract.

D. The Board shall have no responsibility for the payment of any federal, state, or local taxes that become payable by the Contractor or any of its subcontractors as a result of this Contract.

E. The Contractor shall submit invoices for the preceding month with payment terms of net 30 and with sufficient detail to ensure proper pre-audit and post-audit thereof.

F. The Board may withhold payment, partial or whole, to the Contractor for nonperformance or unsatisfactory performance or as remedies or liquidated damages, as provided herein.

5. AVAILABILITY OF FUNDS. Performance by the Board under this Contract will be subject to and contingent upon an annual appropriation by the Florida Legislature to the Board for the purpose of this Contract and for the provision of the services described herein.

6. DESCRIPTION OF SERVICES.

A. Pursuant to the authority of Section 1009.971(5)(a), Florida Statutes, the Contractor shall serve as the Records Administrator for the Board.

B. The Contractor shall provide all services under the discretion and control of the Board or its designee. All work produced for distribution by the Contractor under this Contract shall be authorized in the Program Governance Documentation or approved in advance, in writing, by the Board.

C. The Contractor shall be responsible for ensuring and guaranteeing the quality and timeliness of work and services provided under this Contract. The Contractor is solely responsible for performing the services specified herein to the satisfaction of the Board.

D. The Contractor shall ensure and guarantee that any and all systems and services performed under this Contract adhere to the most recent Board-approved version of the Program Governance Documentation, which are expressly incorporated into this Contract by reference as Exhibit B and shall supersede any and all prior versions. If during the course of the Contract the Program Governance Documentation is amended, the Contractor shall revise its systems and services as necessary to preserve such compliance at no additional cost to the Board. Program Governance Documentation is defined, in order of priority for any conflicts, as:

- i. The United States Code, as amended, including Section 529 and related Sections of Title 26, the Internal Revenue Code of 1986;

-
- ii. Proposed and final regulations and guidance, as amended, including Treasury Regulations regarding Section 529;
 - iii. Uniform Gifts to Minors Act or Uniform Transfers to Minor Act (UGMA / UTMA) law and regulations, as amended;
 - iv. Florida Statutes, as amended, including Section 1009;
 - v. Florida Administrative Code, as amended, including Chapter 19B;
 - vi. the Master Contract, as amended;
 - vii. the Program Description and Participation Agreement, as amended;
 - viii. The Stanley G. Tate Project STARS Scholarship Program Policies and Procedures, as amended;
 - ix. Business Rules, as amended; and
 - x. Servicing Guide(s), as amended.

E. The type of systems and services to be provided by the Contractor include, but are not limited to, those systems and services described in the Final Revised Scope of Services, which is expressly incorporated into this Contract by reference as Exhibit C.

F. The Contractor shall maintain and perform any and all systems and services necessary to support any and all provisions of:

- i. The ITN and supporting appendices, which is expressly incorporated into this Contract by reference as Exhibit D;
- ii. The questions and answers to questions regarding the ITN and supporting appendices, which is expressly incorporated into this Contract by reference as Exhibit E; and
- iii. The Contractor's response to the ITN and supporting appendices, as supplemented during the ITN process, which is expressly incorporate into this Contract by reference as Exhibit F.

G. In case of any conflict amongst the appendices identified above, the order of precedence for interpreting the Description of Services shall be:

- i. The most recent Board-approved version of the Program Governance Documentation in Exhibit B for the relevant Program;
- ii. The Final Revised Scope of Services, as amended, in Exhibit C;
- iii. The ITN and supporting appendices in Exhibit D;

- iv. The questions and answers to questions regarding the ITN and supporting appendices in Exhibit E; and
- v. The Contractor's response to the ITN and supporting appendices, as supplemented during the ITN process, in Exhibit F.

H. Unless expressly excluded, the Contractor will pay the costs associated with any and all systems and services related to Customer Service or Records Administration Service of the Board's Programs. The Board expressly excludes the Contractor from paying the following, and only the following, Customer Service and Records Administration Service costs.

- i. The cost of developing, printing and sending all printed marketing material
- ii. The cost of printing and sending all standard outgoing correspondence performed by a Board approved vendor
- iii. The cost of printing and sending all printed coupon books
- iv. The cost of owning the Board's Programs' toll-free numbers
- v. Invoices from the phone company of the Board's toll-free numbers for call volume
- vi. The cost of maintaining the Board's Programs' Post Office Boxes

I. The Contractor shall maintain and perform any and all systems and services in accordance with the Performance Measurement Table set forth in Exhibit G, which is expressly incorporated into this Contract by reference.

J. The Board reserves the right, in its own best interests, to unilaterally modify, reject, cancel or stop any and all plans, schedules or work in progress and to inform the Contractor in writing of such modification, rejection, cancellation or cessation. Any such modification, rejection, cancellation or cessation (other than for reason of the Contractor's failure to perform as agreed between the Board and the Contractor with respect to such plans, schedules or work in progress) shall not affect the right of the Contractor to receive payment with respect to work actually performed by it or any subcontractor prior to such modification, rejection, cancellation or cessation.

7. NONEXCLUSIVE RIGHTS. By this Contract, the Board does not intend to grant the Contractor the exclusive rights to provide the materials or services required by the Board during the period covered by the Contract. The Board maintains the right to perform, partially or wholly, directly or indirectly, any or all of the services.

8. HOURS OF OPERATION. All records administration systems and operating platforms must be fully operational 24/7/365. Customer service representatives are available during the hours of 8:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, excluding State holidays or during an emergency declared by the Governor pursuant to chapter 252, Florida Statutes. During the period beginning 14 days prior to an enrollment period and continuing until 14 days after the end of the enrollment period, live operators are available during the hours of 8:00 a.m. to 9:00 p.m., Eastern Time, Monday through Friday.

9. COMMUNICATION.

A. The Contractor shall not initiate any communication with any member of the Board, on any matter related to this Contract or related to the duties of the Board under Part IV, Chapter 1009, Florida Statutes, or any successor statute, or which in any way relate to the Contractor's activities. Except at publicly noticed meetings of the Board or any of its committees, all communication by the Contractor directed to the Board, or any member of the Board, shall only be sent to the Executive Director of the Board who will forward same to the Board or to the appropriate member.

B. If the Contractor receives any communication from any member of the Board, the Contractor shall notify the Executive Director of the Board immediately, and shall take no further action on any matter related to this Contract or any other matter related to the duties of the Board under Part IV, Chapter 1009, Florida Statutes, or any successor statute, until advised by the Executive Director.

10. MAINTAINING CURRENT TECHNOLOGY

A. Keeping up with current technology is important. The Contractor recognizes that over time, systems become obsolete or new technology is adopted by the 529 industry or the financial products industry in general. The Contractor and Board should regularly review vendor and industry product direction and new technologies arriving on the market. As new technology becomes available, the Contractor will work with the Board to ensure that existing technology still meets the needs, and security thereof, of the Contractor and the Board for the Services provided. Furthermore, the Contractor will facilitate the introduction of new technologies where appropriate and beneficial to the Board.

B. In conjunction with the Board, the Contractor will work to produce a 529 Five-Year Technology Improvement Road Map (the "Road Map") to outline the timeline and the initiatives to stay on an advanced technology development strategy. The Road Map would be

submitted to the Executive Director of the Board by January 31st of each year, unless otherwise specified by the Executive Director.

C. The Contractor will establish a Florida 529 Technology Advancement Team (the "Team") made up of individuals from the Board, the Contractor, and the marketing Service Providers. Chaired by a Board employee, the Team will meet quarterly and is responsible for reporting to the Executive Director of the Board on the status of the Road Map and any existing strategic technology planning by the Contractor. The Team will receive and review ideas and concepts for technology enhancements, including security thereof. The Team will review and report to the Executive Director of the Board on those concepts deemed appropriate for further action.

D. If the Board and Contractor are unable to agree as to any issue regarding the capabilities or industry practices of the computer or data processing systems, or security thereof, required pursuant to this Contract, the Board may select an independent expert with experience in computer systems, data processing, data/system security or records administration who shall review the disputed issue and render a determination on the disputed issue. The determination of the independent expert shall be final and binding on the Contractor and the Board.

11. OWNERSHIP OF MATERIALS.

A. The Board owns all materials developed and produced for the Board under this Contract.

B. All Program Data at all times shall be owned exclusively by the Board, and upon termination of this Contract, shall be transferred to the Board. Program Data shall mean any and all information (such as transactions, Incoming Correspondence, Outgoing Correspondence, images, notes, history, audit trail, recordings, reports, etc.) related to a potential customer, Account Owner, Survivor, Beneficiary or an Account in the Board's Programs, including any and all associated Account numbers and codes.

C. The Board may request the Program Data, or a copy of the Program Data, at any time. Neither the Contractor nor any subcontractor shall be entitled to any compensation for providing the Program Data to the Board.

D. The provisions of the Paragraph shall survive the termination of this Contract.

12. INDEPENDENT CONTRACTOR. The Board and the Contractor represent that they are acting in their respective capacities and not as agents, employees, partners, or associates of one another.

13. SUBCONTRACTORS.

A. The Contractor may enter into written subcontracts for performance of its duties under this Contract. All subcontractors and subcontracts will be subject to the prior written approval of the Board. The Board may disapprove any current or proposed subcontractor or subcontract, if such disapproval would be in the best interests of the Board.

B. The Contractor shall require that all subcontractors agree to and comply with the confidentiality terms of this Contract.

C. No subcontract which the Contractor enters into with respect to performance under this Contract will in any way relieve the Contractor of any responsibility for performance of duties stipulated in this Contract.

D. The Board may inspect and acquire any of the subcontract documents executed between the Contractor and any subcontractor. The Board reserves the right to communicate directly with any subcontractor's employees regarding performance of tasks required under this Contract.

14. PERSONNEL. The Contractor and Subcontractors shall replace or substitute any personnel performing services for the Programs that the Board reasonably believes is unable to carry out the responsibilities of the Contract at any time.

15. PUBLIC ACCESS TO RECORDS. Sections 1009.981(6), Florida Statutes, which provides that all information that identifies the benefactors or qualified beneficiaries of any participation agreement, 1009.98(6), Florida Statutes, which provides that all information that identifies the purchasers or beneficiaries of any advance payment contract, and 1009.987(2), which provides that the personal financial and health information of a consumer held by the Board or its related entities, are not subject to the provisions of Section 119.07(1), Florida Statutes, and the Public Records Law. All other documents, papers, letters, or other materials relating to this Contract that are made or received by the Contractor in conjunction with the Contract, and which are required by law to be maintained, will be available for public access and for audit purposes for a period of three (3) years after the expiration of the Contract. Said records will also be maintained per Chapter 119 and other applicable Florida Statutes. The Board may cancel this Contract if the Contractor refuses to allow public access

to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statute, and made or received by the Contractor in conjunction with the Contract. The provisions of this Paragraph shall survive the termination of this Contract.

16. AUDIT OF CONTRACT PROCEDURES. The Board reserves the right to audit all of the Contractor's and the Contractor's subcontractors' procedures, and financial and accounting records using Board employees, its designees or other state agencies as provided by law in relation to the provision of services pursuant to this Contract.

17. INSPECTION OF FACILITIES. The Board reserves the right to inspect the Contractor's facilities at any time with reasonable prior notice.

**18. RESPONSIBILITY FOR COSTS DUE TO DELAY IN CONVERSION;
TERMINATION.**

A. The Contractor shall be responsible for all direct and indirect costs incurred by the Board, including without limitation thereto any additional costs for customer service and records administration services in excess of those costs the Board would have paid if the Contractor had been operational on July 1, 2019, any legal expenses associated with the Contractor's delay in performance, and consultant expenses associated with the Contractor's delay in performance which the Board, in its sole discretion, has determined necessary, if:

- i. The Contractor fails to be operational on July 1, 2019; or
- ii. The Board or its representative determines, at any time prior to July 1, 2019, that the Contractor cannot become operational on July 1, 2019; or
- iii. The Contractor fails to meet any time deadline contained in the revised implementation plan approved by the Board or its representative pursuant to the Final Revised Scope of Services in Exhibit C.

B. The Contractor shall pay such amounts to the Board prior to the conversion to the Contractor.

C. In addition to the provisions above and all other rights in this Contract, the Board, in its sole discretion, may terminate this Agreement if:

- i. The Contractor fails to be operational on July 1, 2019; or
- ii. The Board or its representative determines, at any time prior to July 1, 2019, that the Contractor cannot become operational on July 1, 2019; or

- iii. The Contractor fails to meet any time deadline contained in the revised implementation plan approved by the Board or its representative pursuant to the Final Revised Scope of Services in Exhibit C.

D. If this Contractor is terminated by the Board pursuant to this Paragraph, then the Board shall not be liable to the Contractor for any amount for any reason related to the ITN, the Contractor's response to the ITN, this Contract, or any costs incurred by the Contractor preparing to perform this Contract.

19. DATA BREACH. The Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of any personal information received from or on behalf of the Board does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. In the event of any data breach or incident, the Contractor shall take all reasonable steps necessary to remedy any breach or incident and prevent any further incident at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse any customer affected by such a breach or incident any actual costs incurred by the customer in responding to, and mitigating damages caused by the breach or incident.

20. HOLD HARMLESS.

A. The Contractor shall be financially responsible for holding the Board and any potential or existing customer of the Programs harmless due to the result of any customer service or records administration service error or omission that occurred while the Respondent was, or should have been, overseeing a responsibility under this Contract.

B. Where an error or omission may be resolved, the Contractor must receive Board approval, which the Board may reasonable withhold to, among other reasons, protect the reputation of the Board's Programs.

C. The Board may require the Contractor to notify the affected customers of the error or omissions or to perform the resolution in a certain manner.

D. This Paragraph and its subparts are in addition to any damages, liquidated or otherwise, authorized to the Board pursuant to this Contract.

E. The provisions of this Paragraph and its subparts shall survive the expiration or termination of this Contract.

21. INDEMNIFICATION.

A. Except as provided herein, the Contractor shall be, and agrees to be, liable and shall indemnify, defend and hold harmless the Board from all claims, suits, judgments and damages, including litigation costs and reasonable attorney's fees, arising from the Contractor's performance, or any subcontractor's performance, of any system or service under this Contract.

B. The Contractor shall notify the Board in writing immediately of any claim or suit against the Contractor arising from or related to the Contractor's systems or services under this Contract.

C. The Contractor 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 Contractor arising from or related to the Contractor's systems or services under this Contract without the prior written authorization of the Board.

D. Nothing in this Contract authorizes the Contractor to waive the Board's immunity from suit under the Eleventh Amendment to the United States Constitution.

E. This Paragraph and its subparts are in addition to any damages, liquidated or otherwise, authorized to the Board pursuant to this Contract.

F. The provisions of this Paragraph and its subparts shall survive the expiration or termination of this Contract.

22. INSURANCE.

A. The Contractor represents and warrants that it has in effect, and shall keep in effect, error and omission insurance coverage of not less than \$10 million.

B. Upon request of the Board, the Contractor shall provide evidence of the insurance and premium(s) paid.

C. This Paragraph and its subparts are in addition to any damages, liquidated or otherwise, authorized to the Board pursuant to this Contract.

D. The provisions of this Paragraph and its subparts shall survive the expiration or termination of this Contract.

23. REMEDIES.

A. In the event of any nonperformance, unsatisfactory performance, malfeasance, misfeasance, nonfeasance, or other deficiency, which is noticed to the Contractor by the Board in writing, the Board shall have the right, in its sole discretion, to withhold payment of up to 50% of any outstanding, current and subsequent invoices. The Contractor shall have five (5)

days from the date written notice of such nonperformance is received by the Contractor to deliver an incident report and a reasonable plan for cure, as determined by the Board, prior to the Board withholding payment.

B. If the Board deems a cure to be inadequate, the Board may continue, in its sole discretion, to withhold payment of up to 50% of the outstanding, current and subsequent invoices, until the cure is deemed adequate by the Board.

C. If the Board deems a cure to be inadequate or if the Contractor does not cure the non-performance within thirty (30) days from the date the Board sent written notice to the Contractor of the nonperformance, the Board may determine, in its sole discretion, that all or any portion of any amounts withheld are not payable and are nonrefundable beginning thirty (30) days after the date the Board sent written notice to the Contractor of the nonperformance.

D. Upon mutual written agreement by both parties that such action giving rise to the withholding of payment has been cured, the Board shall certify said invoice for payment, subject to any nonrefundable remedy or damage already imposed by the Board.

E. The Contractor is liable to the Board for all inflows, outflows and transactions of the Programs certified by the Contractor that are subsequently found to be in error.

F. The remedies imposed under this Paragraph and its subparts are in addition to any damages, liquidated or otherwise, authorized to the Board pursuant to this Contract.

G. The provisions of this Paragraph and its subparts shall survive the termination of this Contract.

24. LIQUIDATED DAMAGES. The Contractor agrees to be subject to the following liquidated damages:

A. The Board may deduct as liquidated damages from any pending or subsequent invoice from the Contractor, the sum of \$250 per calendar day per system or service required in Section 6. Description of Services which is not met in a full, timely and accurate manner.

B. The Board may deduct as liquidated damages from any pending or subsequent invoice from the Contractor, the sum of \$250 per calendar day for each report, which is not provided in a full and accurate manner when due.

C. This Paragraph and its subparts are in addition to any damages, liquidated or otherwise, authorized to the Board pursuant to this Contract.

D. The provisions of this Paragraph and its subparts shall survive the expiration or termination of this Contract.

25. TERMINATION.

A. The Board may terminate this Contract or any part of this Contract at the Board's convenience, without penalty or cost to the Board, with at least 90 days' notice and such termination will be effective at such time as is determined by the Board.

B. The Board may also immediately terminate this Contract, without penalty or cost to the Board, by written notice to the Contractor for cause for breach of any provision of this Contract by the Contractor or for the Contractor's failure to perform to the Board's satisfaction in any material requirement of this Contract, or for any defaults in performance of this Contract.

C. The Contractor may not terminate this Contract except in the event that: 1) the Contractor is not paid for its services hereunder; 2) the Contractor notifies the Board of such nonpayment; 3) the Board does not have a reasonable justification for withholding payment; and 4) the Board fails to cure the nonpayment within 90 days after receipt of such notice.

D. If both parties agree, this Contract or any part of this Contract may be terminated on an agreed date prior to the end of this Contract without penalty to either party.

E. If this Contract is terminated, the Contractor acknowledges and agrees that the Board may contract with any of the Contractor's Subcontractors and no liability by the Board to the Contractor will be created as a result of any contract between the Board and any of the Contractor's Subcontractors. The provisions of this Subparagraph shall survive the termination of this Contract.

26. DISPOSITION OF FILES ON TERMINATION.

A. The Board owns all materials developed and produced for the Board under this Contract.

B. Not later than one hundred and eighty (180) days prior to the scheduled termination of this Contract, or not later than thirty (30) days after the Board notifies the Contractor of any termination of this Contract, the Contractor shall prepare and submit to the Board for approval a transition plan by which the Contractor will transfer responsibility for the services required under this Contract to the Board or to the Board's designee in an orderly and transparent manner. The Board may require changes to the proposed transition plan. After approval of the transition plan by the Board, the Contractor shall implement the approved transition plan and shall work cooperatively with the Board and any designee of the Board to effect an orderly transition to the Board or its designee.

C. Upon termination of this Contract, all files, materials and information held by the Contractor in connection with the performance of the services required pursuant to this Contract shall be turned over to the Board or its designee.

D. The Contractor agrees that it is liable for and will pay any such damages and costs incurred by the Board, including reasonable attorney's fees and costs, related to the failure of the Contractor to:

E. Prepare and submit to the Board for approval a transition plan by which the Contractor will transfer responsibility for the services required under this Contract to the Board or its designee;

F. Implement the transition plan approved by the Board, including any changes thereto that are required by the Board;

G. Work cooperatively with the Board to effect an orderly transition to the Board or its designee; or

H. Turn over to the Board or the Board's designee any and all files, documents, materials, or other information furnished to the Contractor by the Board, or generated by the Contractor in connection with the Contractor's performance of services under this Contract.

I. After termination of the Contract, the Contractor, any of its subcontractors, or any related entity of the Contractor or any of the Contractor's Subcontractors shall not utilize any information, including, without limitation thereto, any account information concerning participants in the Programs, resources, or advertising materials arising from or connected with the Board or the Programs in connection with the sale, promotion, advertising, or marketing of participation in a qualified state tuition program or of any other product or service. For purposes of this Paragraph, the term "related entity" means any corporation, partnership, joint venture, limited liability company, or other entity, including parent company, subsidiary company, predecessor company, or any member of an affiliated group of corporations, as defined in s. 1504 of the Internal Revenue Code.

J. The provisions of this Paragraph and its subparts shall survive the termination of this Contract.

27. INTERPRETATION, VENUE AND DISPUTE RESOLUTION.

A. The validity, interpretation and performance of this Contract shall be controlled by and construed under the laws of the State of Florida. This Contract shall be subject to the Administrative Rules of the Board.

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

C. If any litigation arises under this Contract and after the exhaustion of administrative remedies, any and all such litigation shall be instituted in Circuit Court in and for Leon County, Florida. All appeals shall be to the First District Court of Appeals of the State of Florida.

D. Any dispute concerning performance of the Contract shall be decided by the Board's designated contract manager, who shall reduce its decision to writing and provide a copy of said decision to the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Board a petition for administrative hearing, in accordance with Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

E. All services required under this Contract shall be provided in accordance with the ITN. In the event of any conflict, as determined by the Board, between any provision of this Contract and the ITN, the Questions and Answers regarding the ITN or the Proposal, this Contract shall govern the conduct of the Board and the Contractor. In the event of any conflict, as determined by the Board, between the ITN and the Contractor's Proposal, the ITN shall govern the conduct of the Board and the Contractor. In the event of any conflict, as determined by 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 Contractor. In the event of any conflict, as determined by the Board, between the Questions and Answers regarding the ITN and the Proposal, the Questions and Answers regarding the ITN shall govern the conduct of the Board and the Contractor.

F. The provisions of this Paragraph and its subparts shall survive the expiration or termination of this Contract.

28. NOTICES. All notices, requests, or documents required hereunder shall be in writing and delivered personally or by certified mail, overnight delivery service, hand delivery or facsimile, as follows:

If to the Board: Kevin Thompson, Executive Director
 Florida Prepaid College Board
 1801 Hermitage Boulevard, Suite 210
 Tallahassee, FL 32308
 Telephone: (850) 488-8514
 Facsimile: (850) 488-3555

With a copy to: GrayRobinson, P.A.
 Attention; Jason Unger, Esquire
 301 S. Bronough Street, Suite 600
 Tallahassee, Florida 32301
 Telephone: (850) 577-9090
 Facsimile: (850) 222-3494

If to the Contractor: _____

 Telephone: (____) _____
 Facsimile: (____) _____

Notices delivered personally or by overnight delivery service or hand delivery shall be deemed received upon delivery. Notices given by fax shall be deemed effective upon transmission with a copy or cover sheet indicating confirmation of receipt at the number to which such notice was transmitted. Notices given by certified mail shall be deemed delivered ten (10) days after posting or upon receipt by the sender of the return receipt indicating that delivery was rejected by the addressee thereof.

29. TITLES, HEADINGS AND CAPTIONS. All titles, headings and captions used to identify the context of any Section or Paragraph within this Contract are for convenience of reference only and will not be construed as a part or limitation of those provisions to which they refer.

30. SEVERABILITY. If any of the provisions of this Contract are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Contract shall be construed and enforced as if such provisions had not been included.

31. ASSIGNMENT. This Contract is not assignable by the Contractor except with the prior written approval of the Board or its representative, which may be withheld in the Board's sole discretion.

32. MODIFICATION. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract. All Amendments to the Contract in which costs to the Board do not exceed \$25,000 per fiscal year can be effected by execution of a Letter of Agreement by the parties. The Letter of Agreement must be executed by either the Chairman or the Executive Director for the Board and an authorized agent of the Contractor in order to be effective. Each Letter of Agreement must contain the estimated cost to the Board of the service being provided, per fiscal year. All properly executed Letters of Agreement shall become part of the Contract.

33. WAIVER. Failure of either party to this Contract to object or to take affirmative action with respect to any conduct of the other that violates of the terms of this Contract shall not be construed as a waiver of either party's right to object or otherwise enforce its rights under this Contract in response to any continuation of, or future, violation or breach.

34. ENTIRE AGREEMENT. This Contract constitutes the entire understanding of the parties and supersedes any prior written or oral agreements between them.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties have caused this CONTRACT FOR CUSTOMER SERVICES AND RECORDS ADMINISTRATION SERVICES to be executed and attested by their respective officers thereunto duly authorized on the day and year first above written.

FLORIDA PREPAID COLLEGE BOARD

Attested to by

By: _____
Its: Executive Director

Witness

(Seal)

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally came and appeared KEVIN THOMPSON, EXECUTIVE DIRECTOR OF THE FLORIDA PREPAID 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 WHEREOF, the parties have caused this CONTRACT FOR CUSTOMER SERVICES AND RECORDS ADMINISTRATION SERVICES to be executed and attested by their respective officer's thereunto duly authorized on the day and year first above written.

CONTRACTOR

By: _____

Attested to by:

Its: _____

(Seal)

Witness

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally came and appeared

_____, _____ of the Contractor, 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 _____ at Large

Printed Name:

My Commission Expires:

Appendix D – Current Service Providers

CONTRACTOR	SERVICE	PROGRAM	TERM
AllianceBernstein L.P.	Investment Management	Prepaid / Savings	10/01/12-09/30/17
Archimedes Systems, Inc.	Web Calculator	Prepaid / Savings	8/24/2012
Boston Company Asset Management, LLC, The	Investment Management	Prepaid / Savings	07/01/11-06/30/17
Callan Associates, Inc.	Investment Consultant	Prepaid / Savings	07/01/09-06/30/17
Carr, Riggs & Ingram, LLC	Audit and Accounting	Prepaid / Savings Foundation	07/01/07-06/30/17
Columbia Management Investment Advisors, LLC	Investment Management	Prepaid / Savings	07/01/10-06/30/17 (P) 10/01/12-09/30/17 (S)
Ernst and Young Actuarial	Actuarial Services	Prepaid	07/01/08-06/30/17
Fidelity Security Life Insurance Company	Participant Insurance Services	Prepaid	07/01/14-06/30/19
Fiduciary Management, Inc.	Investment Management	Prepaid / Savings	10/01/15-10/01/20
GrayRobinson, P.A.	Legal Services	Prepaid / Savings Foundation	10/09/09-06/30/17
Intuition Systems, Inc.	Records Administration	Prepaid / Savings	07/01/09-06/30/19
Moore Communications Group	Public Relations, Partnerships & Events	Prepaid / Savings Foundation	05/06/14-06/30/17
Neuberger Berman Fixed Income LLC	Investment Management	Prepaid	07/01/10-06/30/17
North Highland	Project Management	Prepaid / Savings Foundation	04/15/13-12/31/16
Northern Trust Company, The	Trustee Services	Prepaid / Savings	10/31/12-09/30/17
Northern Trust Investments, Inc.	Investment Management	Prepaid	07/01/10-06/30/17
PanAgora Asset Management, Inc.	Investment Management	Prepaid / Savings	07/01/11-06/30/17
Preparis, Inc.	Business Continuity	Prepaid / Savings Foundation	5/6/2015
Silvant Capital Management, LLC	Investment Management	Prepaid / Savings	10/01/12-09/30/17
Southern Strategy Group	Governmental Consulting	Foundation	07/01/13-06/30/17
St. John & Partners	Advertising, Creative, Digital and Social Media Services	Prepaid / Savings Foundation	05/06/14-06/30/17
Standish Mellon Asset Management Company LLC	Investment Management	Prepaid	07/01/10-06/30/17
State Board of Administration: Florida PRIME	Investment Management	Savings	12/13/2010
State Board of Administration: Interagency Agreement	Administrative and Operational Support	Prepaid / Savings Foundation	11/01/08-04/16/17
State Board of Administration: Quantitative Management Associates	Investment Management	Prepaid / Savings	05/15/07-05/01/19
Wells Fargo Bank, N.A.	Banking and Lockbox	Prepaid / Savings Foundation	12/01/13-11/30/18

Appendix E – Additional Statistics

See separate electronic file entitled “Appendix E – Additional Statistics”.

Appendix F – PUR 1000 and PUR 1001

**State of Florida
PUR 1000 (10/06)
General Contract Conditions
60A-1.002, F.A.C.**

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

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

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-

authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor.

Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in

lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any

renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the

Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

State of Florida
PUR 1001(10/06)
General Instructions to Respondents
60A-1.002(7), F.A.C.

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

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

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

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

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

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

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

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

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

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

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

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

- transact business with any public entity.

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

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

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the

respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

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

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

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

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

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

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

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

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state

holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.