

INVITATION TO NEGOTIATE

Title: Banking Services

Issuer: Florida Prepaid College Board

ITN Number: ITN 21-02

Issue Date	April 15, 2021
Written Request for Clarification Deadline	April 29, 2021 - 12:00PM (ET)
Written Request for Clarification Response	May 4, 2021
Response Deadline	June 15, 2021 - 12:00PM (ET)
Anticipated Contract Effective Date	January 1, 2022

TABLE OF CONTENTS

1. Introduction	1
1.01 About the Florida Prepaid College Board	1
1.02 Procurement Objective	1
1.03 Minimum Qualifications for Respondents	1
2. Schedule and Communications	1
2.01 Schedule	2
2.02 Official Notices	2
2.03 Communications and Restrictions Thereof	2
3. Description of Services	3
3.01 Services	3
3.02 Contract	5
4. Response	5
4.01 Mandatory Requirements	5
4.02 Response Format and Content	5
4.03 Delivery	6
4.04 Conflicts of Interest	6
4.05 Response Tenure	7
5. ITN Process	7
5.01 Overview	7
5.02 Requests for Clarification	7
5.03 Mandatory Requirements Assessment	7
5.04 Evaluation Phase	7
5.05 Negotiation Phase	9
6. General Information	9
6.01 Legal Requirements	9
6.02 Board Rights	9
6.03 Public Access to Records	10
6.04 Property of Board	10
6.05 Cost of Developing and Submitting Responses	10

1. INTRODUCTION

1.01 ABOUT THE FLORIDA PREPAID COLLEGE BOARD

The Florida Prepaid College Board (Board) administers two Qualified Tuition Programs for the State of Florida pursuant to Section 529 of the Internal Revenue Code: the Stanley G. Tate Florida Prepaid College (Prepaid) Program and the Florida 529 Savings (Savings) Program. The Prepaid Program allows Florida families to prepay the cost of college tuition, required fees, and dormitory housing at a state college or university in Florida at a price lower than the projected future cost of enrollment. The Savings Program allows families nationwide to invest for future higher education expenses.

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

For more information related to the Board and the programs, please visit myfloridaprepaid.com.

1.02 PROCUREMENT OBJECTIVE

This Invitation to Negotiate (ITN) has been issued by the Board, pursuant to Section 287.057, Florida Statutes, to obtain written offers for services (Responses) from qualified institutions (Respondents) to provide banking and other additional services for the Prepaid Program and for the Savings Program.

See Section 3.01 for a detailed description of Services required.

The successful Respondent must have exceptional credentials and long-term experience related to the required services. To be considered, each Respondent must meet the standards and requirements set forth in Section 1.03, Minimum Qualifications for Respondents. Failure to comply with these requirements may be sufficient cause to reject the response without further consideration.

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

1.03 MINIMUM QUALIFICATIONS FOR RESPONDENTS

Respondents must affirmatively state, in writing, that:

1. The Respondent has greater than \$1 trillion in total assets as of March 31, 2021.
2. The Respondent has a minimum of ten years' experience providing banking services.
3. The Respondent has and maintains a current designation as a "Qualified Public Depository" by the State of Florida's Chief Financial Officer in accordance with Chapter 280, Florida Statutes.
4. The Respondent agrees to provide the services as detailed in Section 3 and agrees to all other requirements as stated in the ITN.

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

2. SCHEDULE AND COMMUNICATIONS

2.01 SCHEDULE

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

Action	Date & Time	Location
Issue Date	April 15, 2021	
Written Request for Clarification Deadline	April 29, 2021 12:00PM (ET)	ITNinfo.Prepaid@MyFloridaPrepaid.com
Written Request for Clarification Response	May 4, 2021	
Response Deadline	June 15, 2021 12:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Response Opening*	June 15, 2021 2:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Evaluator Scoring Validation*	July 2021	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Negotiation Period	July – August 2021	
Negotiation Vote*	August - September 2021	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Notice of Intended Award	August - September 2021	
Anticipated Contract Effective Date	January 1, 2022	

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

2.02 OFFICIAL NOTICES

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

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

Agency: **State Board of Administration**

Title: **ITN 21-02**

2.03 COMMUNICATIONS AND RESTRICTIONS THEREOF

In accordance with Section 287.057, Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response. Communications and questions should be directed to the procurement officer as directed below:

ITN Administrator

Email: ITNinfo.Prepaid@MyFloridaPrepaid.com

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

3. DESCRIPTION OF SERVICES

3.01 SERVICES

The Respondent(s) selected will provide required banking services for the Board and provide additional services that may be utilized by the Board in the future.

Required Services:

Pursuant to a written contract resulting from this procurement, the Respondent(s) selected shall perform these required services:

1. Provide core banking services for the Prepaid Program and Savings Program bank accounts needed to support each Program's operations with regard to incoming receipts (deposits) and outgoing disbursements (withdrawals)⁽¹⁾, including the following:
 - Process daily deposits, including remote / mobile, wire transfer, check, ACH, or online remittances to the Board's accounts, by the Respondent's deposit deadline;
 - Process wire transfers upon receipt of instructions to do so from the Board or its authorized service provider⁽²⁾;
 - Process automated clearinghouse (ACH) services to support debits and credits in to and out of (i.e., origination and receiving) the Board's accounts, including controls around ACH processing, such as debit blocks;
 - Process payments (online remittances) through an electronic lockbox (e-Box) to support incoming payments through online bill payment services into the Board's accounts;
 - Pay interest and deduct from invoice, no less than monthly, for the average daily balances, or other agreed-upon method in Board bank accounts; and
 - Offer various types of bank accounts, such as zero balance / clearing accounts, controlled disbursement accounts, etc.
2. Receive and manage Positive Pay files for payments issued through disbursement accounts and provide a mechanism for daily dispositioning of exceptions.
3. Provide all paper supplies for deposit accounts, including but not limited to, deposit slips, and check endorsement stamps.
4. Provide an information reporting system for use by the Board and its authorized service provider(s). The Respondent shall also provide all reports, including without limitation thereto, bank statements, analysis statements, and debit/credit advices electronically via the online reporting system.

The system or website through which reports are provided must be capable of restricting access to electronic reports and queries through role-based administrative rights and password protection and providing online access to detailed and summarized transaction data history for, at a minimum, the preceding twenty-four (24) months.

At a minimum, the online reporting system shall include both previous day and current day account balances and reflect, at a minimum, both credit and debit transactions for the accounts of the Prepaid and Savings Programs. The reporting and query tools must permit the Board and its authorized service provider(s) to select from a full array of delivered and ad hoc reports that can be tailored to fit individual

needs and are downloadable. The Board shall also have access to a list of all reports, with descriptions, that are available to the Board and its authorized service provider(s), and specific roles that can access the reports.

The Board may require the Respondent to provide additional information and reports available through other data extraction or reporting mechanisms, including transfer via APIs, as may be reasonably necessary to carry-out the operations of the Board.

(1) Appendix D includes an overview of the Board's current bank accounts and historical transaction volumes. The volumes included do not reflect or represent minimum or maximum volumes for which future activity may be determined, simply illustrations of historical activity.

(2) Respondent shall refund the Board loss of interest earnings for failure to initiate the wire transfer. For purposes of this agreement, any respondent items deposited, cash, wire transfers received or ACH items deposited will receive immediate credit to the Prepaid and/or Savings Program. Respondent shall supply the Board with their Premium Availability Schedule. This schedule will provide the Board with the best funds availability provided by the Respondent to its banking customers.

Additional Services:

In addition to the required services, the Board would like to learn more about the Respondent's services that may optionally be included in the Pricing Schedule of the Contract. The desired Additional Services, which the Board may select to utilize for any or all of the Board's programs, including the Florida Prepaid College Foundation and ABLE United, are:

- Check Production and Mailing – Preparing and distributing checks based on electronic file instruction from the Board or its service provider.
- Electronic Payment Processing –
 - Performing payee (e.g., participants, schools) banking information account validation for payees that authorize electronic payments (e.g., ACH).
 - Preparing and distributing electronic payments (e.g., ACH) based on electronic file instruction from the Board or its service provider.
- Distribution Services – Offering any or all of the Board's products (e.g., Prepaid, Savings, ABLE) the Contractor's existing distribution channels.
- Lockbox – Providing a mechanism for the receipt and deposit of payments from the Board's program participants.
- Payment Card Processing – Collecting and depositing electronic payments from third-party payment providers (e.g., credit card, debit card, PayPal, Apply Pay, Google Pay).
- Prepaid Card – Creating and managing prepaid (i.e., preloaded or re-loadable) payment cards to be issued to Board program participants for distribution of disbursements / withdrawals.

Value-Added Services:

The Respondent may offer services other than those specifically outlined in the solicitation that it believes offer additional operational benefits, efficiencies, or risk reduction (Value-Added Services). Although the Board has listed Required and Additional Services, those are not intended to limit the Respondent's innovations or creativity in preparing a Response to meet the Board's business needs. Innovative ideas, new concepts, and partnership arrangements other than those presented in this ITN will be considered. For example, those might include unique business features, special services, offer costs or other shared savings, discounts, or terms and conditions specific

to each Respondent. If the Respondent is awarded the Contract and Value-Added Services are included in the Contract, then for any Value-Added Service for which no start date is established, the Board will provide the Contractor with the agreed-upon notice if such service listed in the Contract is selected for implementation.

3.02 CONTRACT

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

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

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

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

4. RESPONSE

4.01 MANDATORY REQUIREMENTS

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

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

4.02 RESPONSE FORMAT AND CONTENT

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

The Response must be provided in the Written Response Packet included herein as Appendix B. The Written Response Packet includes the following sections:

Tab 1 – Invitation to Negotiate Acknowledgement

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

Tab 2 – Minimum Qualifications

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

Tab 3 – Organizational Experience

The Organizational Experience section collects information about the Respondent and its team, relevant experience, financial conditions, and contract requirements.

Tab 4 – Required Services

The Required Services section collects information about the Respondent's capabilities in the following areas: Core Banking Services, Technology, and Transition and Implementation.

Tab 5 – Additional Services

The Additional Services section collects information about the Respondent's capabilities in the following areas: Check Production and Mailing, Electronic Payment Processing, Distribution Services, Lockbox, Payment Card Processing, and Prepaid Card.

Tab 6 – Value-Added Services

The Value-Added Services section collects information about the Respondent's recommended capabilities, not included in Tabs 4 or 5.

Tab 7 – Pricing Schedule

The Pricing Schedule represents the price offered for the services set forth in this solicitation, as they relate to the example accounts and quantities. The Respondent, if awarded the contract, will receive compensation under the contract resulting from this procurement based upon the agreed upon fees / prices contained in Tabs 4, 5, and 6.

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

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

4.03 DELIVERY

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

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

Delivery to the Board

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

Each Respondent **shall** deliver the following:

1. Two (2) complete electronic copies of the Response on two (2) USB hard drives (one (1) copy per drive).

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

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

4.04 CONFLICTS OF INTEREST

Any award hereunder will be subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the State of Florida, the Board, or any agency of the State of Florida. Respondents must disclose the name of any state employee who owns, directly or indirectly, interest of five percent or more in the Respondent. Respondents must disclose all investment products, annuities, mutual funds or other similar type savings plans that are marketed or sold by the

Respondent, its proposed subcontractors or any Related Entity of the Respondent or any subcontractor, for other states as a part of a prepaid college fund or a college savings fund or for any Qualified Tuition Program.

4.05 RESPONSE TENURE

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

5. ITN PROCESS

5.01 OVERVIEW

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

5.02 REQUESTS FOR CLARIFICATION

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

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

5.03 MANDATORY REQUIREMENTS ASSESSMENT

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

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

5.04 EVALUATION PHASE

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

Response Evaluation

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

Component	Maximum Points Awarded
Organizational Experience (Tab 3)	25
Required, Additional, and Value-Added Services (Tabs 4, 5, and 6)	50
Pricing Schedule (Tab 7)	25
Total	100

Pricing Schedule Evaluation

Each Pricing Schedule Response will be evaluated relative to the lowest responsive price offered for the **Total Sample Monthly Invoice**, which includes the below services/groupings and interest earnings, for three account types, based on the monthly services and transaction levels shown in the below table:

Service / Grouping	Deposit	Controlled Disbursement	Withdrawal	Total
Account Maintenance ⁽¹⁾	1 Account	1 Account	1 Account	Sum of Service
Positive Pay	N/A	<ul style="list-style-type: none"> 4,000 Checks Issued 3 Exceptions 	<ul style="list-style-type: none"> 1,000 Checks Issued 3 Exceptions 	Sum of Service
Checks Paid	N/A	3,000 Checks	800 Checks	Sum of Service
Deposits	<ul style="list-style-type: none"> 1,000 Checks 19,000 E-Box Payments 200 Electronic Credits 	N/A	N/A	Sum of Service
Wire Transfers	<ul style="list-style-type: none"> 20 Wire Transfers Out 3 Wire Transfers In 20 Book Transfers 	20 Wire Transfers In	<ul style="list-style-type: none"> 20 Wire Transfers In 1 Book Transfer 	Sum of Service
Return Items	<ul style="list-style-type: none"> 10 Redeposited Items 10 Chargeback Items 	N/A	N/A	Sum of Service
ACH Deposits	<ul style="list-style-type: none"> 5,000 Same Day 180,000 Future Dated 	N/A	<ul style="list-style-type: none"> 100 Same Day 800 Future Dated 	Sum of Service
ACH Withdrawals	50 Transmissions	N/A	20 Transmissions	Sum of Service
ACH Returns	600 Items	N/A	N/A	Sum of Service
Stop Payments	N/A	10 Online Items 1 Manual Item	10 Online Items 1 Manual Item	Sum of Service
Information Reporting ⁽¹⁾	<ul style="list-style-type: none"> 1 Account 200 Intraday Items 300 Previous Day Items 	<ul style="list-style-type: none"> 1 Account 200 Intraday Items 1,000 Previous Day Items 	<ul style="list-style-type: none"> 1 Account 200 Intraday Items 700 Previous Day Items 	Sum of Service
Image Retrieval	10 Items	5 Items	5 Items	Sum of Service
Fees	Sum of Deposit	Sum of Controlled Disbursement	Sum of Withdrawal	Total Fees
Interest Earnings	Average Daily Balance = \$1,600,000			
Net Invoiced Amount	Total Sample Monthly Invoice (Total Fees net of Interest Earnings)			

⁽¹⁾Include all recurring monthly charges (subscription or maintenance) needed to support the required services in Section 3.01.

Points will be awarded using the following formula:

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

X = Lowest Responsive Pricing Schedule;

N = Proposed Pricing Schedule;

P = Maximum Points Available

Z = Awarded Points

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

Ranking of Respondents and Selection of the Shortlist for Negotiation

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

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

5.05 NEGOTIATION PHASE

The Board will appoint a Negotiation Team to conduct negotiations with the Shortlist Respondents. The Board intends to negotiate concurrently with the Shortlist Respondents; however, the Board may change the method of negotiation (e.g., concurrent versus by order of ranking) and evaluation criteria if it determines that to do such would be in the best interest of the Board.

When negotiations have been completed, the Board will award a contract to the responsive and responsible Respondent(s) that the Board determines will provide the best value to the Board. The Board will provide public notice of selection via Notice of Intended Award posted on VBS.

6. GENERAL INFORMATION

6.01 LEGAL REQUIREMENTS

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

6.02 BOARD RIGHTS

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

1. Modify this solicitation, after posting notice thereof.
2. Review and rely on relevant information contained in a Response.
3. Change the members of the Evaluation Team and/or Negotiation Team.
4. Request supplemental Responses from a Respondent.
5. Contact previous clients of a Respondent, as identified by the Respondent, to inquire about the Respondent's ability to deliver on the services offered.
6. Expand the Shortlist, after posting notice thereof, to include additional responsive Respondents.
7. Require any or all Respondent(s) to address services, prices, or conditions offered by any other Respondent.

8. Schedule additional negotiating sessions with any or all Respondent(s).
9. Decline to conduct further negotiations with any Respondent.
10. Reopen negotiations with any Respondent.
11. Require any or all Respondent(s) to provide a best and final offer.
12. Take any administrative steps deemed necessary to determine final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this procurement.
13. Arrive at an agreement with any Respondent, finalize principal contract terms and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
14. The Board reserves the right to accept or reject any and all Responses and to award the contract in the best interests of the State of Florida.

6.03 PUBLIC ACCESS TO RECORDS

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

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

6.04 PROPERTY OF BOARD

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

6.05 COST OF DEVELOPING AND SUBMITTING RESPONSES

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