

INVITATION TO BID

CONTRACT FOR

**PRINTING OF THE 2013, 2014, AND 2015, FLORIDA RETIREMENT
SYSTEM (FRS) BULLETIN**

ITB NO.: DMS 12/13-030

RELEASE: MARCH 26, 2013

**Refer ALL Inquiries to
Procurement Officer:**

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TABLE OF CONTENTS

| | |
|---|-----------|
| SECTION 1 – INTRODUCTORY MATERIALS..... | 4 |
| 1.01 Definitions..... | 4 |
| 1.02 Background..... | 4 |
| 1.03 Overview..... | 4 |
| 1.04 Timeline..... | 5 |
| SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS | 6 |
| 2.01 Amendments to the Solicitation Documents | 6 |
| 2.02 Questions | 6 |
| 2.03 Alternate Replies | 6 |
| 2.04 Special Accommodation | 6 |
| 2.05 Confidential, Proprietary, Or Trade Secret Material | 6 |
| 2.06 Certification of Drug-Free Workplace Program | 7 |
| 2.07 Diversity | 7 |
| 2.08 Inapplicable Provisions of Attachment B - PUR 1001 General Instructions for Respondents..... | 7 |
| 2.09 Price Sheet Information/Instruction..... | 8 |
| 2.10 Bid Submittal | 8 |
| 2.11 Pass / Fail Requirements | 10 |
| 2.12 Bid Award Criteria | 10 |
| 2.13 Disclosure of Reply Contents..... | 11 |
| 2.14 Subcontracting | 11 |
| SECTION 3 – TECHNICAL SPECIFICATIONS..... | 12 |
| 3.01 Definitions..... | 12 |
| 3.02 Title | 12 |
| 3.03 Deliverables | 12 |
| 3.04 Schedule and Liquidated Damages | 13 |
| SECTION 4 – SPECIAL CONDITIONS | 14 |
| 4.01 Inspection and Acceptance | 14 |
| 4.02 Compliance with Laws | 14 |
| 4.03 Performance Bond | 14 |
| 4.04 Warranty | 15 |
| 4.05 Background Check..... | 15 |
| 4.06 Contract Management..... | 15 |
| 4.07 Contract Term | 16 |
| SECTION 5 – FORMS INSTRUCTION AND INFORMATION..... | 17 |
| ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION | 18 |
| ATTACHMENT 2 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM | 19 |
| ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST | 20 |
| ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT | 21 |
| ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT | 22 |
| ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM..... | 23 |
| ATTACHMENT 7 – PRICE SHEET (1 of 2)..... | 24 |
| ATTACHMENT 7 – RENEWAL PRICE SHEET (2 OF 2)..... | 25 |
| ATTACHMENT 8 – CLIENT REFERENCE | 26 |

INCLUDED AS SEPARATE DOCUMENTS:

ATTACHMENT A – PUR 1000 General Contract Conditions

ATTACHMENT B – PUR 1001 Special Instructions to Respondents

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SECTION 1 – INTRODUCTORY MATERIALS

1.01 Definitions

- A. **Contract:** Means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the DMS and the Contractor.
- B. **Contractor:** The Responsive Respondent who is awarded a contract as a result of this solicitation.
- C. **Department:** The State of Florida, Department of Management Services. Also referred to herein as “DMS” or “Department.”
- D. **Division:** Means the Department of Management Services, Division of Retirement.
- E. **Printing Services:** Means the transfer of an Image or images by the use of ink or similar substance from an original image to the final substrate through the process of letterpress, offset lithography, gravure, screen-printing, or engraving. Printing shall include the process of and the materials used in binding. Printing shall also include duplicating when used to produce publications.
- F. **Procurement Officer:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- G. **Respondent:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- H. **Response:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- I. **State:** The State of Florida and its agencies.

1.02 Background

The FRS Bulletin is mailed with the FRS Member Annual Statements each year. The FRS Bulletin is printed as two 17" x 11" sheets, nested and folded to 8½" x 11", and then further folded to fit a standard #10 business envelope or letter half envelope. Determination as to the fold of the FRS bulletin will be determined at the beginning of each year of the contract and may vary from year to year based on the fold used for the FRS Member Annual Statements. No bleeds. The document is developed electronically as eight individual pages sizes 8½" x 11" (see Section 3, for Technical Specifications).

1.03 Overview

The State of Florida (“State”), Department of Management Services, Division of Retirement, invites respondents to submit replies in accordance with these solicitation documents. The purpose of this Invitation to Bid (ITB) is to solicit and establish a three

(3) year contract, with a three (3) year renewal option, for the printing, of the FRS Bulletin.

1.04 Timeline

Listed below are important dates/times which actions must be taken or completed. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an Addendum to the solicitation. All times listed below are local time in Tallahassee, Florida.

| DATE | TIME | |
|----------------|-------------|---|
| March 26, 2013 | | Release of Solicitation |
| April 3, 2013 | 5:00 p.m. | Questions Due |
| April 10, 2013 | 5:00 p.m. | Anticipated Date Answers to Questions are posted on the Vendor Bid System |
| April 17, 2013 | 3:00 p.m. | Replies Due/Opening |
| April 23, 2013 | 5:00 p.m. | Anticipated Posting of Intended Award on Vendor Bid System |
| June 17, 2013 | | Anticipated Contract Start Date |

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SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

This section serves in conjunction with Attachment B - PUR 1001 Special Instructions to Respondents.

2.01 Amendments to the Solicitation Documents

The Department will post amendments to this solicitation on the Florida Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/search.criteria_form. Such information can be viewed by selecting “Department of Management Services” in the “Agency” drop down box. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.02 Questions

Respondents shall address any questions regarding this solicitation in writing to the Procurement Officer identified on the cover sheet of this solicitation. The Department shall post answers to questions on VBS as noted on Section 1, Timeline. See Attachment B - PUR 1001 - General Instructions to Respondents, Section 21. Limitation on Vendor Contact with Agency during Solicitation Period.

The Respondent shall advise the Department in writing prior to bid of any and all discrepancies between these procedures and the manufacturer's specific procedures.

2.03 Alternate Replies

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any response may result in the response being deemed non-responsive to the solicitation.

2.04 Special Accommodation

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 488-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

2.05 Confidential, Proprietary, Or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming

exemption from the public records law, including the specific statutory citation for such exemption.

This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "**Redacted Copy.**" The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

2.06 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Contractor shall describe how it will address the implementation of a drug-free workplace in offering the items of bid.

2.07 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Participation of a diverse group of vendors doing business with the State is central to our effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

2.08 Inapplicable Provisions of Attachment B - PUR 1001 General Instructions for Respondents

The following are not applicable:

A. Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with section 2.10 of this solicitation.

B. Section 5. Questions, Second (2nd) Sentence

Questions shall be submitted in accordance with Section 2.02 of this solicitation.

2.09 Price Sheet Information/Instruction

The Respondent shall return **Attachment 7** - Price Sheet and Renewal Price Sheet with its response to this solicitation. **Attachment 7** - Price Sheet and Renewal Price Sheet shall identify the Name of the Respondent, Date, and shall bear the Signature of a Business/Corporate Representative submitting the prices bid. **Attachment 7** - Price Sheet and Renewal Price Sheet shall be returned under **Tab D** of the Response Submittal. By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the bid non-responsive.

- A. **The Respondent shall price all items on Attachment 7** - Price Sheet and Renewal Price Sheet. Failure to price all items shall deem the Respondent non-responsive. If zero is entered on **Attachment 7** - Price Sheet and Renewal Price Sheet, the Respondent shall make a notation at the bottom of **Attachment 7** - Price Sheet and Renewal Price Sheet indicating the intent of the zero. If no notation is made at the bottom of the Price Sheet and Renewal Price Sheet, the Department will assume that the service or item(s) bid will be at no cost to the Department.
- B. The Respondent shall print and sign the completed Attachment 7 - Price Sheet and Renewal Price Sheet.
- C. The Respondent shall **save an electronic version of its completed Attachment 7 - Price Sheet and Renewal Price Sheet on a CD-Rom and submit with its response** (see 2.10., B., 3.).

All Price Sheet and Renewal Price Sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's Price Sheet and Renewal Price Sheet calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent. Department-corrected Price Sheet and Renewal Price Sheet will be made available upon written request.

2.10 Bid Submittal

Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials, and may operate to a Respondent's disadvantage. When responding to specific questions, please reprint each question in its entirety before the response.

The bid shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size shall not be less than a 12-point font. The response should be indexed and all pages sequentially numbered. Bindings and covers will be at the Respondent's discretion. However, **elaborate notebooks/hard back binders are discouraged**.

Unnecessarily elaborate brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

The overall bid must be written in a concise manner, which is conducive to effective evaluation and product selection.

The Respondent may not apply any conditions to any aspect of the solicitation (see Section 2.03). The only recognized changes to the solicitation prior to the opening will be written amendments issued by the Department.

A. The Respondent shall organize each response submittal contents as follows:

Tab A Completed Attachments 1 – 6, plus Attachment 8.

Tab B Pass / Fail Requirements as indicated in Section 2.11.

Tab C Exceptions, if any, to the solicitation (see Section 2.03).

Tab D **Attachment 7** - Price Sheet and Renewal Price Sheet

Tab E Samples

B. The Respondent shall submit:

1. One (1) original version of the response submittal, with two (2) copies.
2. One (1) original signed version of the price sheet, with two (2) copies.
3. One (1) scanned copy of the entire response on a CD-ROM (with large files scanned as several separate .pdf files.).
4. One (1) **REDACTED** scanned copy of the response, if applicable.
5. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.
6. Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent's company name, and solicitation number.

Respondents are responsible for submitting responses to the Procurement Officer by the date and time specified in Section 1 of the solicitation. The Department will not consider late responses.

2.11 Pass / Fail Requirements

The Respondent must satisfy the requirement listed below. If the Respondent fails to identify in their response that they will satisfy these requirements, they may be considered non-responsive and its bid may be rejected. The Respondent shall place this information under **Tab B** of its Response Submittal. By submitting a response the Respondent certifies that it either meets or exceeds the requirements below.

- A. Response received by the date/time indicated in the Timeline, Section 1.
- B. Convicted Vendor List
The Respondent has not been disqualified from the public contracting and purchasing process in accordance with Section 287.133(3)(d), Florida Statutes.
- C. Suspended Vendor List
The Respondent has not been removed from the Department's vendor list pursuant to Rule 60A-1.006, Florida Administrative Code.
- D. The Respondent shall provide the Department copies of its Articles of Incorporation in order to transact business in State of Florida.

NOTE: Pursuant to Section 4.02 Compliance with Laws, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org

- E. Each individual with access to FRS Member data is required to have a Level II background check performed by FDLE.
- F. The Contractor must have experience in printing large quantities, 300,000 or greater. The Contractor is be required to provide three (3) references (use **Attachment 8** – Client Reference) and samples of each printing job performed, to be submitted under **Tab E**.

2.12 Bid Award Criteria

The Department shall review responsive replies and anticipates making award to the responsible and responsive Respondent who offers the lowest grand total price. Respondents shall submit their prices on the form provided as **Attachment 7** - Price Sheet and Renewal Price Sheet. The Department also reserves the right to accept or reject any and all bids, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

2.13 Disclosure of Reply Contents

All documentation produced as part of this solicitation shall become a public record of the Department and may not be removed by the Respondent or its agents. All replies shall become a public record of the Department and therefore cannot be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

2.14 Subcontracting

Subcontracting is not permitted for this contract. Respondent will provide all services identified in this ITB, and will be fully responsible for all work performed.

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SECTION 3 – TECHNICAL SPECIFICATIONS

3.01 Definitions

The following definitions supplement those found in the general conditions.

“**Division**” means the Department of Management Services, Division of Retirement, P.O. Box 9000, Tallahassee, FL 32315-1560.

“**Printing Services**” means the transfer of an image or images by the use of ink or similar substance from an original image to the final substrate through the process of letterpress, offset lithography, gravure, screen-printing, or engraving. Printing shall include the process of and the materials used in binding. Printing shall also include duplicating when used to produce publications.

3.02 Title

Printing of the 2013, 2014 and 2015 Florida Retirement System (FRS) Bulletin

3.03 Deliverables

The Contractor shall deliver the following product, as more particularly detailed in this section.

- A. NAME OF PUBLICATION: Florida Retirement System Bulletin
- B. QUANTITY: Print quantity is fixed in the first year of the contract at 534,000 copies. Future years' print quantities are estimated to be 527,000 for the second year and 520,000 for the third year for bid response and will be confirmed before each printing.
- C. OVERRUNS: No more than 1% overrun or underrun allowed
- D. DESCRIPTION: The *FRS Bulletin* is printed as two 17" x 11" sheets, nested and folded to 8½" x 11", and then further folded to fit a standard #10 business envelope or letter half envelope. Determination as to the fold of the FRS bulletin will be determined at the beginning of each year of the contract and may vary from year to year based on the fold used for the FRS Member Annual Statements.. No bleeds.

The document is developed electronically as eight individual pages sizes 8½" x 11".
- E. SIZE: 17" x 11" landscape document folded vertically in half and further folded to fit a standard #10 business envelope or letter half envelope..
- F. PAPER: Matte Paper, 45 lb., # 3 Grade. (Furnish a sample with the bid.)
- G. INK: 4/4 process throughout
- H. COMPOSITION: The electronic file is created in MS Word, converted to Adobe PDF and will be supplied to vendor. Such copies will remain the property of the Division of Retirement and must be returned upon completion of job. A printed version can also be supplied with the PDF document if requested.
- I. PROOFS: Prepress proof copy to be provided to the Division of Retirement within 4 working days after receipt of electronic file. After the prepress proof is approved

for printing, a final color proof representing the final print version will be required for approval by the Division before printing.

- J. PRINT COMPLETION: Printing of all bulletins to be accomplished no later than 10 working days after receipt by printer of final approved proof. The printed version will also be furnished to the Division in searchable PDF format for publication online.
- K. PACKING & MAILING: The first 5,000 copies to be **delivered (inside delivery)** to the Division of Retirement, 1317 Winewood Blvd, Bldg. 8, Tallahassee, Florida 32301, and the remainder to be delivered to a mailing service, to be designated by the Division. All lots must be packed in box sizes not to exceed 9" x 9" x 12". Each box must be clearly labeled on an exterior side panel: "2013- FRS Bulletin" (or appropriate year in future printings) — with the number of Bulletins in that box clearly indicated. Before packing, Bulletins will be further folded to fit a standard #10 business envelope or letter half envelope and banded together in lots of 25 each (exact count).. Determination as to the fold of the FRS bulletin will be determined at the beginning of each year of the contract and may vary from year to year based on the fold used for the FRS Member Annual Statements.
- L. INSPECTION: The Division reserves the right to have on-site inspection at the Contractor throughout this process.

3.04 Schedule and Liquidated Damages

If the vendor fails to deliver the printed materials within the time specified in these bid specifications, it is understood and the vendor hereby agrees that, for each intervening calendar day that any printed materials are not delivered, the amount of \$200.00 per day, up to the value of the contract, shall be deducted from the moneys due the vendor, not as a penalty but as liquidated damages, except that the vendor shall not be liable if failure to perform arises out of cause beyond the control of, and without the fault or negligence of, the vendor (due to Acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.).

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SECTION 4 – SPECIAL CONDITIONS

This section serves in conjunction with Attachment A - PUR 1000 General Contract Conditions.

4.01 Inspection and Acceptance

Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed products, the date of acceptance is the date the Department accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Department shall certify in writing to the Contractor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional). For Department-installed products, the date of acceptance shall be the delivery date. Mere acknowledgement by Department personnel of the delivery or receipt of products (e.g., a signed bill of lading) shall not be deemed or construed as acceptance of the products received. 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 Department shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. Any delivery that is substandard or does not comply with the Contract terms may be rejected or accepted on an adjusted price basis, as determined by the Department. When the Department rejects a product, Contractor shall remove it from the premises within ten days after notification of 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 Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.02 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

4.03 Performance Bond

The Department will require the Contractor to furnish a performance bond, in the amount of \$28,000., for the faithful performance of work under the Contract.

4.04 **Warranty**

Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of not less than one (1) year from date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the Department's location and return of loaner equipment to the Contractor.

4.05 **Background Check**

The Service Provider shall ensure that background history checks, including criminal history, are conducted on all current and newly-hired employees, including all subcontractor employees, prior to the employee or subcontractor providing services under the Contract. All employees and subcontractors of Service Provider providing Services per the Contract are considered to be persons of special trust and shall therefore undergo a Level II background screening by the Department's Inspector General. The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Service Provider. The Service Provider shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to section 435.04(2), Florida Statutes.

The Service Provider shall require all of its employees and all subcontractor employees to report to the Department any criminal matter as identified in section 435.04, Florida Statutes, that employee has been involved in, no later than two business days of such incident.

The Department shall have the right to audit compliance with this section upon reasonable notice during normal business hours, and Service Provider and its subcontractors shall cooperate with this audit process.

The Service Provider will maintain a list of employees and subcontractors that have undergone a Level II background check per this Contract, the date when the Level II background check was conducted, and ensure that such background checks are refreshed every three years based upon the date of the prior Level II background check.

4.06 **Contract Management**

A. **Contract Administrator:** The Department employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Lori L. Anderson, FCCN, FCCM
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Ste. 380.9Y
Tallahassee, Florida 32399-0950
Telephone: (850) 488-0510 / Fax: (850) 414-8331
E-mail: lori.anderson@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

- B. Contract Manager:** The Department employee who is primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Garry Green /Division of Retirement
Research and Education Section
Contract Manager
1317 Winewood Blvd, Bld 8
Tallahassee, Florida 32399-1560
Telephone: (850) 414-6349
Fax: (850) 410-2066
E-mail: Garry.Green@dms.MyFlorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending a written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

4.07 Contract Term

The resultant Contract of this solicitation will begin on August 1, 2013, or on the last date signed by either party, and shall end July 31, 2016. Therefore, as provided in section 1.02 of this ITN, the term of the prospective contract will be three (3) years with three (3) years of renewal. Renewals will be executed at the sole discretion of the Department. However, during the term of the contract, the Department may find it necessary to renew the contract in increments, complete term, or combination thereof, so as long as the original renewal price bid is not exceeded. See Rule 60A-1.048 (1)(a), F.A.C. Such a change shall be accomplished only by an amendment to the contract. Also, under no circumstances will the renewal years specified in the bid be exceeded. Execution of all renewals shall be done via a contract amendment, and shall remain subject to at least satisfactory performance by the vendor.

SECTION 5 – FORMS INSTRUCTION AND INFORMATION

The following Attachments shall be completed and returned in accordance with **Section 2.10, Response Submittal**:

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

ATTACHMENT 2 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

ATTACHMENT 3 – NOTICE OF CONFLICT OF INTEREST

ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT

ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT

ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

ATTACHMENT 7 – PRICE SHEETS

ATTACHMENT 8 – CLIENT REFERENCE

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ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be:

Name _____

Title _____

Address _____

Telephone _____

Fax _____

E-mail _____

ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the solicitation process and complying with, the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s) the amount of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm 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.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____ 2013.

Name of Organization: _____

Signed by: _____

Print Name _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2013.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Management Services to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed, complied and/or accepted all Addendum(s) / Amendment(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) / Amendment(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 7 – PRICE SHEET (1 of 2)

The bid response will be provided in one scenario: full color print.

Printing BID:

2013 FRS Bulletin:

Printing and Delivery to the mailer of 534,000 FRS Bulletins¹

Cost Per Bulletin \$ _____

Total "A" \$ _____

2014 FRS Bulletin:

Printing and Delivery to the mailer of 527,000 FRS Bulletins²

Cost Per Bulletin \$ _____

Total "B" \$ _____

2015 FRS Bulletin:

Printing and Delivery to the mailer of 520,000 FRS Bulletins²

Cost Per Bulletin \$ _____

Total "C" \$ _____

The sum of Total "A" + Total "B" + Total "C" = GRAND TOTAL \$ _____

Printing of this newsletter will _____ or will not _____ be done in the State of Florida.

For purposes of a tie break, the business performing the printing of this Bulletin in the State of Florida will prevail.

Subsequent orders of this bid product, if made by the Division within 180 days of receipt of the original order, will be filled at the bid price of this contract, figured on a per-copy basis.

Provide a sample of the paper:

Brand: _____ Type: _____

Weight: _____

AUTHORIZED SIGNATURE

PRINTED NAME OF AUTHORIZED SIGNATURE

NAME OF COMPANY

STREET ADDRESS

CITY, STATE, ZIP CODE

DATE

¹ Print quantity is actual number of FRS Bulletins to be printed.

² Print quantity is estimated. Actual print quantity will be stipulated at the beginning of the project,

ATTACHMENT 7 – RENEWAL PRICE SHEET (2 OF 2)

The bid response will be provided in one scenario: full color print. Quantities used are estimates only. An actual count will be determined at the time the file is created each project year. Bidders should base their totals on the estimated quantity and notated amounts in specified columns. **Renewal pricing is to be provided for each year of the renewal period but will not be counted in the Grand Total for lowest bid price.** The renewal prices must be in proportion to the original bid pricing. Renewals will be at the sole discretion of the Department. See Section 4.07 of the ITB.

Renewal BID:

2016 FRS Bulletin:

Printing and Delivery to the mailer of 513,000 FRS Bulletins³

Cost Per Bulletin \$ _____

Total "A" \$ _____

2017 FRS Bulletin:

Printing and Delivery to the mailer of 506,000 FRS Bulletins

Cost Per Bulletin \$ _____

Total "B" \$ _____

2018 FRS Bulletin:

Printing and Delivery to the mailer of 500,000 FRS Bulletins⁴

Cost Per Bulletin \$ _____

Total "C" \$ _____

Subsequent orders of this bid product, if made by the Division within 180 days of receipt of the original order, will be filled at the bid price of this contract, figured on a per-copy basis.

AUTHORIZED SIGNATURE

PRINTED NAME OF AUTHORIZED SIGNATURE

NAME OF COMPANY

STREET ADDRESS

CITY, STATE, ZIP CODE

DATE

³ Print quantity is estimated. Actual print quantity will be stipulated at the beginning of the project,

⁴ Print quantity is estimated. Actual print quantity will be stipulated at the beginning of the project,

ATTACHMENT 8 – CLIENT REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT: the Department of Management Services' Procurement Officer reserves the right to contact the reference, if deemed necessary.**

This business reference is for (Respondent's Name): _____

Name of the person providing the reference: _____

Title of person providing the reference: _____

Organization name of person providing the reference: _____

Telephone number of the person providing the reference: _____

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

How many years have you done business with the Respondent?

Please provide dates: _____

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor? _____

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

Have you experienced any contract performance problems with the Respondent's organization?

Would you conduct business with the Respondent's organization again? _____

Are there any additional comments you would like to make regarding the Respondent's organization?

Dated this _____ day of _____ 2013.

Name of Organization: _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2013.

Notary Public: _____

My Commission Expires: _____