

INVITATION TO BID

CONTRACT FOR

FLORIDA RETIREMENT SYSTEM (FRS)
MEMBER ANNUAL STATEMENTS (MAS)

ITB NO.: DMS-12/13-042

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TABLE OF CONTENTS

SECTION 1 – INTRODUCTORY MATERIALS 4

- 1.01 Definitions.....4**
- 1.02 Background4**
- 1.03 Overview4**
- 1.04 Timeline5**

SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS 6

- 2.01 Order of Precedence6**
- 2.02 Amendments to the Solicitation Documents.....6**
- 2.03 Questions6**
- 2.04 Alternate Replies.....6**
- 2.05 Special Accommodation6**
- 2.06 Confidential, Proprietary, Or Trade Secret Material6**
- 2.07 Certification of Drug-Free Workplace Program7**
- 2.08 Diversity.....7**
- 2.09 Inapplicable Provisions of PUR 1001 General Instructions for Respondents.....7**
- 2.10 Price Sheet Information/Instruction8**
- 2.11 Bid Submittal8**
- 2.12 Pass / Fail Requirements9**
- 2.13 Bid Award Criteria.....10**
- 2.14 Disclosure of Response Contents10**
- 2.15 Subcontracting10**

SECTION 3 – TECHNICAL SPECIFICATIONS 12

- 3.01 Scope of Work12**
- 3.02 Requirements12**
- 3.03 Security Breaches, Schedules and Damages.....13**
- 3.04 Deliverables13**

SECTION 4 – SPECIAL CONDITIONS..... 17

- 4.01 Compliance with Laws17**
- 4.02 Performance Bond17**
- 4.03 Background Check17**
- 4.04 Contract Management.....17**
- 4.05 Contract Term.....18**
- 4.06 Preferred Price.....18**
- 4.07 PUR 1000 General Contract Conditions.....18**
- 4.08 Inapplicable Provisions of PUR 1000 General Contract Conditions18**
- 4.09 E-Verify19**

4.10 Savings..... 19

SECTION 5 – FORMS INSTRUCTION AND INFORMATION 20

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION..... 21

ATTACHMENT 2 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM 22

ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST..... 23

ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT 24

ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT 25

ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM 26

ATTACHMENT 7 – SUBCONTRACTING..... 27

ATTACHMENT 8 – PRICE SHEET (1 OF 2) 28

ATTACHMENT 8 – PRICE SHEET (2 OF 2) 29

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SECTION 1 – INTRODUCTORY MATERIALS

1.01 Definitions

- A. **Division of Retirement or “Division”:** A division within the Department of Management Services (DMS).
- B. **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.
- C. **Contractor:** The Responsive Respondent who is awarded a contract as a result of this solicitation.
- D. **Department:** The State of Florida, Department of Management Services, is referred to in this document as “DMS” or “Department.”
- E. **Procurement Officer:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- F. **Respondent:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- G. **Response:** See Attachment B – PUR 1001 General Instructions to Respondents for definition.
- H. **State:** The State of Florida and its agencies.
- I. **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.

1.02 Background

The Division of Retirement has produced Member Annual Statement (MAS) since 1998 providing active members of the Florida Retirement System (FRS) Pension Plan with statements of total service, beneficiary designation, projected estimates of benefits, and other information. MAS have been printed and mailed to member home addresses since 2000.

1.03 Overview

This solicitation is for printing the MAS and then mailing both the MAS and a copy of the FRS Bulletin to specific Florida Retirement System (FRS) Pension Plan members. Each MAS has variable member data and static text and contains confidential information. Approximately 520,000 members received the 2012 MAS. The projected MAS print volumes for each year of the resultant contract are based on projected FRS Pension Plan membership adjusted for the projected number of electronic delivery elections by members who, as a result, shall not require this printing nor this mailing. See Deliverables – Section 3.05 for projected MAS print volumes.

The Department is interested in entering into a contract with a Contractor for services identified in Section 3 of the solicitation. The term of the prospective contract will be three (3) years with up to three (3) years of renewals.

1.04 Timeline

Listed below are important dates/times during 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	
06/19/13		Release of Solicitation
06/25/13	5:00 p.m.	Questions Due
06/27/13		Anticipated Date Answers to Questions are posted on the Vendor Bid System
07/02/13	3:00 p.m.	Replies Due/Opening
07/03/13		Anticipated Posting of Intended Award on Vendor Bid System
07/15/13		Anticipated Effective Contract Start Date

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SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

PUR 1001 General Instructions to Respondents: This section serves in conjunction with the PUR 1001 General Instructions to Respondents. The PUR 1001 is incorporated by reference and may be viewed at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

2.01 Order of Precedence

All replies and resulting contracts are subject to the terms and conditions of this solicitation, which in case of conflict, shall have the following order of precedence listed:

- Special Instructions to Respondents
- Special Conditions
- Scope of Work
- Price Sheets
- General Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introductory Materials

2.02 Amendments to the Solicitation Documents

The Department will post amendments to the solicitation documents on the Florida Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/search.criteria_form, Respondent's may view the amendments 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.

2.03 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 will post answers to questions on VBS as noted on Section 1, Timeline. (See PUR 1001 - General Instructions to Respondents, Section 21. Limitation on Vendor Contact with Agency during Solicitation Period.)

2.04 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.

2.05 Special Accommodation

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

2.06 Confidential, Proprietary, Or Trade Secret Material

The following subsection supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary,

trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must mark the document as “Confidential” and 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 should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent’s responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

2.07 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.

2.08 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. 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, minority, women and service-disabled veteran owned business enterprises participate in the State’s procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit replies to this solicitation.

2.09 Inapplicable Provisions of 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 2.09 of this solicitation.

B. Section 5. Questions

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

2.10 Price Sheet Information/Instruction

The Respondent shall return Attachment 8 - Price Sheet with its response to this solicitation. Attachment 8 - Price Sheet shall identify the Name of the Respondent, Date, and shall bear the signature of the person authorized to bind the Respondent to the prices bid. Attachment 8 - Price Sheet shall be returned under **Tab 5** 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 8 - Price Sheet. Failure to price all items shall deem the Respondent non-responsive. If zero is entered on Attachment 8 - Price Sheet, the Respondent shall make a notation at the bottom of Attachment 8 - Price Sheet indicating the intent of the zero. If no notation is made at the bottom of the Price Sheet, the Department will assume that the service(s) or item(s) bid will be at no cost to the Department.

B. The Respondent shall print and sign the completed Attachment 8 - Price Sheet.

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

2.11 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.

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. 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 – 7.

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

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

B. The Respondent shall submit:

1. One original version of the response submittal, with two (2) copies.
2. One scanned copy of the entire response on a CD-ROM (with large files scanned as several separate .pdf files).
3. **One REDACTED scanned copy of the response, if applicable.**
4. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.
5. 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 shall not consider late responses.

2.12 Pass / Fail Requirements

The Respondent must satisfy the requirements 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, neither is the Respondent currently under suspension or debarment by the State or any other governmental authority pursuant to Rule 60A-1.002(7).
- D. The Respondent shall provide the Department copies of its Articles of Incorporation with its response.

Respondent has all licenses, and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to DMS. Also, Respondent is approved by the Florida Department of State to transact business in the State of Florida. If the Respondent is an out-of-state company, it must have a **Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida.** Website: www.sunbiz.org

NOTE: Pursuant to 607.1503(1), Florida Statutes, Corporations, 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. MyFloridaMarketPlace Registration
Respondents desiring to sell commodities or contractual services to the State are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see Attachment A – PUR 1000 General Contract Conditions.
- F. **Printing Experience:** The Contractor must have at least five (5) years' experience in printing large quantities (a minimum of 450,000) of personalized member statements of account similar to the MAS that required combining confidential information in a personalized statement of four (4) or more letter size (8 1/2" x 11") pages complied into a vendor's specified format using variable and static text. The Contractor will be required to provide references and samples of such printing jobs performed.
- G. Limit access to FRS data to employees that have passed, at a minimum, a level II background screening (including criminal history check) or equivalent if approved by the Department of Management Services Office of the Inspector General.
- H. Has physical facility security procedures to protect confidential member retirement data, including finished MAS envelopes staged for mailing (supply documentation with Response).
- I. Has data security procedures to protect confidential member retirement data from unauthorized access (supply documentation with Response).

2.13 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 for the Original Term and proposed 3-year renewal period**. Respondents shall submit their prices on the form provided as **Attachment 8 - 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.

2.14 Disclosure of Response Contents

All documentation produced as part of this solicitation after the bid opening shall become a public record of DMS and may not be removed by the Respondent or its agents or be returned. DMS shall have the right to use any or all ideas or adaptations of the ideas presented in any response with the exception of trademark, copyright, patented information and trade secrets (see Section 2.06). Selection or rejection of a response shall not affect this right.

2.15 Subcontracting

The Respondent shall be fully responsible for all work performed under the resultant Contract of this solicitation. Should the Respondent be awarded, and need to subcontract out any services to subcontractors not identified in the Response, the Respondent shall submit a written request to the Department's Contract Manager identified in Section 4. Please note, submission of a request does not guarantee approval.

The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;

- D. How the Respondent plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses, and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to DMS. Also, Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. If the subcontractor is an out-of-state company, it must have a **Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Respondent's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the bid and resulting contract. This includes, but is not limited to, PUR 1000 General Contract Conditions, Section 35. Insurance Requirements.

The Respondent acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not identified in their response or subsequently approved by the Department as a breach of this Contract.

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SECTION 3 – TECHNICAL SPECIFICATIONS

3.01 Scope of Work

This solicitation is for printing the MAS and then mailing both the MAS and a copy of the FRS Bulletin to specific Florida Retirement System (FRS) Pension Plan members. Each MAS has variable member data and static text and contains confidential information. Approximately 520,000 members received the 2012 MAS. The projected MAS print volumes for each year of the resultant contract are based on projected FRS Pension Plan membership adjusted for the projected number of electronic delivery elections by members who, as a result, shall not require this printing nor this mailing. See Deliverables – Section 3.05 for projected MAS print volumes.

3.02 Requirements

The purpose of this solicitation is to contract with a Contractor that has the secure physical facilities and data security processes to accommodate printing, inserting, and mailing the document as described in Deliverables (Section 3.05) and mailing documents to members within a scheduled, short window of time. The Contractor must also have the ability to insert one FRS Bulletin into each envelope to be mailed. Specifically, the Contractor will:

- Limit access to FRS data to employees that have passed, at a minimum, a level II background screening (including criminal history check) or equivalent if approved by the Department of Management Services Office of the Inspector General.
- Have physical facility security procedures to protect confidential member retirement data, including finished MAS envelopes staged for mailing.
- Have data security procedures to protect confidential member retirement data from unauthorized access.
- Send and receive print proofs and files that include variable member source data.
- Use an encrypted transfer method currently supported by the Division of Retirement's Information Technology group:
 - Secure shell file transfer protocol (SFTP) as an encrypted connection between your network and the Division for unencrypted data, or
 - PGP file encryption (*filename.pgp*) using regular FTP to transfer encrypted files to to Division.
- Have properly serviced and functioning machinery to produce large volumes of the MAS, insert the FRS Bulletin, and securely seal envelopes.
- Provide custom envelopes that properly display the recipient's complete mailing address in the envelope window and that securely seal to protect confidential retirement data during mailing.
- Mail all envelopes, with the MAS and FRS Bulletin inserted, in a timely manner according to a date schedule determined by the Division prior to each year's project.
- Ensure that a 3 of 9 barcode font specific to each member's MAS is displayed above the address field as specified by the Division.
- Use Contractor's postal mailing permit to mail each year's MAS with reimbursement of actual mailing costs; copy of mailing receipts must be submitted with the invoice. A mailing advance may be issued

to the Contractor when mailing is scheduled to begin; the final mailing cost will be reflected in an invoice from the Contractor with mailing receipts.

3.03 Security Breaches, Schedules and Damages

By submitting a bid, each vendor acknowledges that untimely performance or other material noncompliance will damage the Department and the State but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the parties desire to avoid. Accordingly, the vendor agrees that it is in the parties’ best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages.

Contractor shall provide written notice to the Department within one (1) business day of any data security breaches at its facility. In the event timely notice is not provided in writing, then the Department shall be entitled to an invoice credit equaling \$ 1,000.00 per day, with a cap of \$5,000 per event, from the date the Contractor should have provided notice. The Contractor will pay all costs to notify all members of any security breaches.

If the Department determines that members’ confidential information (e.g. social security numbers) were compromised during the annual project as a result of failed data security, the Contractor shall provide one (1) year of credit monitoring and identify theft protection to members identified by the Department. The Department will have final approval of the Contractor selected to provide credit monitoring and identity theft protection.

Time is of the essence in performing the Contract; this is true generally, and particularly with respect to completing all printing and mailing by the by the Print Completion deadline date specified in section 3.05 of this Contract; unless the deadline is extended pursuant to the terms of the Contract. If the Contractor fails to meet the agreed upon deadlines, it shall pay as liquidated damages \$150 per calendar day until it completes the required printing and mailing services. In future years, as specified at the beginning of each year’s MAS project, failure to meet the agreed upon deadlines will result in liquidated damages unless the agreed upon deadline is extended pursuant to the terms of the Contract.

3.04 Deliverables

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

- **NAME OF PUBLICATION:** FRS Member Annual Statement (MAS). The Contractor will be responsible for printing the MAS and the mailing envelopes. . The vendor is responsible for providing the paper, envelopes, and mailing services for MAS.
- **QUANTITY:** 520,000 MAS - approximate count, actual count cannot be determined until file is generated. See table below:

MAS Project Year	Estimated Print Volume
2013	511,000

MAS Project Year	Estimated Print Volume
2016	481,000

2014	501,000
2015	491,000

2017	471,000
2018	461,000

- DEADLINE DATES for future years' projects:

April 15 th	Pre-meeting
April 25 th	Test data and templates transferred to contractor.
May 5 rd	Contractor to provide proofs of test data.
June 2 nd	Template layout and data mapping finalized
June 7 th	Contractor to provide proofs of test
July 31 st	MAS File Transfer to the Contractor
August 3 rd	Proofs provided by Contractor of print file
September 1 st	Print Completion
September 9 th	Mailing Completion

A pre-meeting will be scheduled upon contract signing. The goal for the 2013 MAS is printing and mailing completed by September 30, 2013, or as soon as possible thereafter based upon the signing of a contract. The project dates for 2013 will be determined after the pre-meeting upon contract signing. The above referenced deadline dates and all dates referenced throughout this contract are based upon the 2014 calendar year. Work performed in subsequent calendar years under this contract or in the renewal of this contract shall have its dates comparably adjusted to the respective calendar year by the Department.

The deadline dates above are the expected schedule of events for the parties of this contract to adhere to, unless changed for the convenience of the Division or upon mutual agreement of the parties. A delay or change in one deadline date could result in a delay or change in the subsequent deadline dates.

- OVERRUNS: Must meet exact count from file.
- REPRINT(S): The Department can request Reprints within ninety, (90), days of the completion of the initial print job.
- PAPER: The MAS will be printed on Fortune 60# (60 pound) Matte paper or a similar equivalent if approved, with a minimum 10% recycled content.

If proposing an alternative paper, a sample must be submitted as a question during the allotted question period for approval to be included in the final bid. Any bid submitted using an alternative paper without prior approval during the allotted question period, would be excluded from consideration.

- INK: The MAS will be printed in 4-part full color.
- FORM: The Contractor shall be responsible for implementing the formats that shall be used when presenting the information to the Members. The Contractor shall begin working with the Division at the Contract Effective Date, as stated herein, to determine mutually agreed upon formats for the proofs as contained herein. The Parties agree that time is of the essence in this Contract.

- The Division shall provide the data for MAS to the Contractor delineated into ~~two separate~~ groups with differentiated file formats with group identifiers:
 - Within the data generated for active Pension Plan members, identifiers based on differentiated benefit structures separating approximately 519,600 statements for members initially enrolled before July 1, 2011; from members initially enrolled on or after July 1, 2011.
 - Within the data generated for approximately 400 hybrid FRS Pension Plan identifiers based on differentiated Pension Plan benefit structures who are vested for Pension Plan benefits but participate in the defined contribution plan for their active membership; separating these members with initial enrollment before July 1, 2011, from members initially enrolled on or after July 1, 2011.
 - The actual count of members receiving a MAS cannot be determined until the file is generated.
 - The template documents for the hybrid member is slightly different from the template documents for the active Pension Plan members.
- The files shall include, but not be limited to, the following information: Information for approximately 520,000. The address file will be sorted through address recognition software approved by the US Postal Service prior to file generation and mailing. Any MAS with an undeliverable address will be identified on a spreadsheet and returned to the Division. During the 2012 MAS mailing, this identified 1,069 statements.
- FOLDING: The Parties agree that all 11" x 17" MAS will be folded to letter size (8 1/2" x 11"). Those MAS being mailed to home addresses are to be further bi-folded to 8 1/2" x 3 2/3" for stuffing into #10 standard business window envelopes.
- COMPOSITION: Design style will accommodate a cover page with mailing address, a page of personalized member data and variable text invoked from file tags, and two pages of explanations and other information of static text. The cover page will show the member's name and home mailing address when available and the member's Social Security number shall be redacted except for the last four digits. Each redacted digit shall be replaced with an "X". The completed form will be folded to display the address in a standard #10 window envelope.

Printer will have sufficient individual mailing envelopes printed to mail to member home addresses. The envelope will be a standard #10 business window envelope displaying mailing indicia for first class postage and show the following return address:

Division of Retirement
 Department of Management Services
 PO Box 9000
 Tallahassee FL 32315-9000

If the mailing is sent from the Tallahassee, Florida Main Post Office, or if an agreement is secured with the post office in a different city, the Division's mailing indicia will be used on the envelope for first class postage. If mailing is not done in Tallahassee, Florida, and no agreement can be reached with the post office in a different location, the printer's mailing indicia will be used for first class postage.

A notation below the return address should be "Return Service Requested" or the most up-to-date notation required for standard forwarding/return of first class mail – **do not** request address correction service.

- PROOFS: The Parties agree that complete proofs consist of a form template and printed statement that must be submitted for evaluation and approval prior to final production by the Contractor to the Division. Proofs will be read for correctness, alignment, and processing and will be required after any change up to the final format at the time printing begins.

- Testing of initial format layout and appearance to accommodate both fixed and variable data will require final approval prior printing any final form template can be used to produce shells for the final MAS document. This can be done on the previous year's file or after the new format development if future changes are implemented.
- Intermediate testing and approval during the development process to get to the final layout and appearance will be also be required as needed.
- Mapping and layout of variable data and variable text related to that data will be tested with intermediate proofs and approval required before coming to the final layout with final approval at the time of printing.
- Final proofs will come from the production file for all MAS. Final approval is required to proceed with printing.
- The Parties agree that test data will be provided by the Division with the inclusion of compatible codes for the Contractor's equipment as developed by the Division and Contractor for inclusion in the final data files provided by the Division.
- PRINT COMPLETION: The Division shall provide the member information file by an encrypted transfer method currently supported by the Division of Retirement's Information Technology group:
 - Secure shell file transfer protocol (SFTP) as an encrypted connection between your network and the Division for unencrypted data, or
 - PGP file encryption (filename.pgp) using regular FTP to transfer encrypted files to to Division.
- The deadline dates established in section 4.02 of this contract provide the print completion date under this contract, unless altered under the terms of this contract. The contractor will be considered in breach if the printing has not been completed by the specified deadline date in section 4.02, unless such date is extended under terms of this contract.
- PACKING SEPARATION: The Parties agree that the MAS being mailed to home addresses will be printed and stuffed to facilitate the most cost-effective mailing.
- MAILING SERVICES: All MAS must be mailed no later than the *Mailing Completion* deadline date specified in section 4.02 of this contract; unless such date is extended under the terms of this Contract. This includes the stuffing a copy of the FRS Bulletin with each MAS being mailed. The project deadlines developed by the Division and the Vendor at the beginning of each project year will include the date by which the Division must have FRS Bulletins delivered to the vendor to accomplish the agreed upon mailing deadlines. Failure of the Division to deliver the bulletins by the specified deadline will result in a day-for-day extension of the *Mailing Completion* deadline. Failure to deliver all MAS to the post office or delivery carrier within this required time period shall be a breach of Contract on the part of the Contractor and shall result in the deduction of the following amounts from the invoice payment as a sum stipulated to be a reasonable pre-estimate of the probable loss: \$200.00 per day, for each of the first three, (3), days of late delivery, and \$1,000 per day, for each day thereafter of late delivery subject to *force majeure*.
- INSPECTION: The Division shall have the right to send its employees into the Contractor's offices and plants for inspection of facilities and operations provided for the performance of services under this Contract.

SECTION 4 – SPECIAL CONDITIONS

4.01 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 274A 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 any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

4.02 Performance Bond

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under the Contract.

4.03 Background Check

The Contractor 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 Dependent Eligibility Verification services under the Contract. All employees and subcontractors of Contractor providing services per this contract are considered to be persons of special trust and shall therefore undergo a Level II background screening (including criminal history check) or equivalent if approved by the Department of Management Services Office of the Inspector General.

The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Contractor. The Contractor 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 Contractor shall require all of its employees and all subcontractor employees to report to the Department any criminal matter that employee has been involved in, whether it is an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld as soon as reasonably possible, and in no event later than two business days, of such incident. The Department shall have the right to audit compliance with this Section at anytime, and Contractor and its Subcontractors shall cooperate with this audit process.

4.04 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
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 Contract Manager
PO Box 9000
Tallahassee, Florida 32399
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.

4.05 Contract Term

The resultant Contract of this solicitation shall begin on July 15, 2013, or on the last date signed by either party, and shall end January 31, 2016. Therefore, the term of the prospective contract will be three (3) years with an optional three (3) years of renewals. 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 Contractor.

4.06 Preferred Price

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

4.07 PUR 1000 General Contract Conditions

This section serves in conjunction with the PUR 1000 General Contract Conditions. The PUR 1000 is incorporated by reference and may be viewed at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

4.08 Inapplicable Provisions of PUR 1000 General Contract Conditions

The following sections shall not apply:

- A.** Section 2. Purchase Orders
- B.** Section 4. Price Changes Applicable only to Term Contracts
- C.** Section 27. Purchase Order Duration
- D.** Section 39. Leases and Installment Purchases

4.09 E-Verify

Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

4.10 Savings

Agencies are directed to seek a substantial savings, preferably of at least 3%, through their reprocurments while also ensuring that the level and quality of services provided are not affected. As such, please keep this requirement in mind when submitting your pricing proposal.

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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 – SUBCONTRACTING

ATTACHMENT 8 – PRICE SHEET (1 OF 2) ORIGINAL TERM

ATTACHMENT 8 – PRICE SHEET (2 OF 2) RENEWAL TERM

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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) and amount(s) 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(s) 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 are not currently (Name of Firm) 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 misstatement 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 _____ 2012.

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 _____ 2012.

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 solicitation.

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 with 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 – SUBCONTRACTING

The Respondent shall complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval (see Section 2.14), but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)? Yes _____ No _____

Occupational License No: _____

Acknowledgement from Contractor that this subcontractor has successfully complied with the "Subcontractor Acceptance Process": Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

ATTACHMENT 8 – PRICE SHEET (1 OF 2)

ORIGINAL TERM

FRS Member Annual Statements

2013 Calendar Year:

Develop and print FRS MAS, insert FRS Bulletin, and mail:

511,000 ¹ FRS MAS	\$ _____
511,000 Custom Envelopes Printed	\$ _____
2013 Project Total	\$ _____

2014 Calendar Year:

Develop and print FRS MAS, insert FRS Bulletin and mail:

501,000 ¹ FRS MAS	\$ _____
501,000 Custom Envelopes Printed	\$ _____
2014 Project Total	\$ _____

2015 Calendar Year:

Develop and print FRS MAS, insert FRS Bulletin, and mail:

491,000 ¹ FRS MAS	\$ _____
491,000 Custom Envelopes Printed	\$ _____
2015 Project Total	\$ _____

GRAND TOTAL for Years 2013 + 2014 + 2015:

\$ _____

¹This is an estimated count. The actual count will be determined at the time of file development for each tax year.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT 8 – PRICE SHEET (2 OF 2)

OPTIONAL RENEWAL TERM

2016 Calendar Year:

Develop and print FRS MAS, insert FRS Bulletin, and mail:

481,000 ¹ MAS	\$ _____
481,000 Custom Envelopes Printed	\$ _____
2016 Project Total	\$ _____

2017 Calendar Year:

Develop and print FRS Forms 1099R, insert Retiree Newsletter, and mail

471,000 ¹ MAS	\$ _____
471,000 Custom Envelopes Printed	\$ _____
2017 Project Total	\$ _____

2018 Calendar Year:

Develop and print FRS Forms 1099R, insert Retiree Newsletter, and mail:

461,000 ¹ MAS	\$ _____
461,000 Custom Envelopes Printed	\$ _____
2018 Project Total	\$ _____

GRAND TOTAL for Years 2016 + 2017 + 2018:

\$ _____

¹This is an estimated count. The actual count will be determined at the time of file development for each tax year.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name