

**INVITATION TO NEGOTIATE**  
**State Board of Administration of Florida**

***Robotic Process Automation (RPA) Consulting Services***

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**SECTION 1 – TIMELINE & CONTACT**

**1.01 ITN TIMELINE**

ITN Time Schedule and Deadlines – all activities are by 5:00 pm Eastern Time Zone

Issuance of ITN	July 29, 2019
Request for Clarification	August 7, 2019
Responses to Requests for Clarification	August 12, 2019
Intent to Bid Deadline	August 16, 2019
ITN Response Deadline	September 9, 2019
Selection of Finalist(s)	September 25, 2019
Interviews/Presentations at SBA (if necessary)	October 11, 2019
Final Selection by SBA	October 21, 2019

Note: The SBA reserves the right, in its discretion to change the ITN Timeline without liability. Changes will be posted on the SBA website, and may be provided directly to Respondents/Finalists upon request via email.

**1.02 DESIGNATED CONTACT**

Jennifer Williams  
State Board of Administration of Florida  
1801 Hermitage Boulevard, Suite 100  
Tallahassee, Florida 32308  
Phone: 850-413-1281  
Email: SBARPAITN2019@sbafla.com

*Do not contact other SBA staff or any member of the SBA's Board of Trustees (or their respective staff) regarding this proposal request. Direct all correspondence during the solicitation process to the contact listed above.*

## **SECTION 2 – OVERVIEW & PURPOSE**

### **2.01 SBA ORGANIZATION OVERVIEW**

The State Board of Administration of Florida (the “SBA” or the “Board”) is a component of Florida state government that provides a variety of investment services to various governmental entities. These include managing the assets of the Florida Retirement System (FRS) Pension Plan (a defined benefit plan) and Investment Plan (a defined contribution plan), the Lawton Chiles Endowment Fund, the Local Government Surplus Funds Trust Fund (Florida PRIME), the Hurricane Catastrophe Fund, the Lottery Fund and a variety of smaller funds. The total market value of the FRS Pension Plan was approximately \$159.8 billion in assets as of March 31, 2019. The total assets under management as of March 31, 2019 were \$204.4 billion. The SBA currently invests in five asset classes: Global Equity, Fixed Income, Strategic Investments, Private Equity and Real Estate. Further information on these mandates can be found at [www.sbafla.com](http://www.sbafla.com)

A Board of Trustees (the “Trustees”) governs the SBA and is comprised of elected officials of the State of Florida: the Governor, as Chair; the Chief Financial Officer, and the Attorney General. The Trustees have ultimate authority and oversight for the SBA’s overall strategy.

The Trustees delegate authority to the SBA’s Executive Director and Chief Investment Officer, who serves at the discretion of the Trustees and is responsible for managing and directing all administrative, personnel, budgeting, investment policy, and investment functions. The Executive Director oversees more than 200 professional and administrative support staff.

The Trustees appoint nine members to serve on the Investment Advisory Council (the “Council”). The Council reviews investments made by the staff of the SBA and makes recommendations regarding investment policy, strategy and procedures. The Council meets on an ongoing basis to discuss general investment policies and broad topics related to the general economic outlook.

The Trustees appoint three members to serve on the SBA Audit Committee. The Audit Committee assists the Trustees in fulfilling their oversight responsibilities in the areas of financial reporting, internal controls and risks assessment, audit processes, and compliance. The Audit Committee meets at least on a quarterly basis.

The SBA provides investment management of assets of the Florida Retirement System (FRS) Trust Fund. The Division of Retirement of the Department of Management Services, the administrative agency for the FRS Pension Plan, provides full accounting and administration of benefits and contributions for the FRS Pension Plan. The Division of Retirement initiates actuarial studies, recommends benefit and contribution changes, and proposes rules for the administration of the FRS Pension Plan.

The SBA is the administrator of the FRS Investment Plan. The State Legislature has the responsibility of setting contribution and benefit levels and providing statutory guidance for the administration of the FRS, as applicable.

## **2.02 ITN PURPOSE**

The purpose of this Invitation to Negotiate (ITN) is to solicit proposals from qualified businesses (hereinafter referred to as Respondents or companies) experienced in the development and implementation of Robotic Process Automation (RPA) roadmaps, strategies, assessments, and RPA software solutions. The SBA is interested in evaluating vendors who possess the experience, tools and templates, methodologies, and solution knowledge that will enable the SBA to develop a successful RPA program. Respondents must provide an effective and structured approach to implement the proposed services.

In response to this ITN, the successful Respondent must demonstrate exceptional credentials and expertise in the area of RPA. To be considered, each Respondent's proposal must meet the minimum requirements set forth in Section 5, Response Package Contents.

The SBA intends to enter into a contract with one Respondent. If a Respondent desires to work in concert with one or more vendors, then each vendor must complete separately the services questionnaire and the services affirmation statement set forth in this ITN in order for all vendors to be considered as Respondents for this engagement. The final fee and the basis thereof will be determined during contract review and negotiation.

The issuance of this ITN is merely the beginning of the negotiation process. Alternate means of accomplishing the requirements specified herein, with reasonable assurance of satisfactory results, will be considered and may be accepted, at the SBA's sole discretion, without further addendum to the ITN. The SBA may, at its sole discretion, enter into one or more contracts that include terms (including terms relating to pricing and services) that are materially different from the requirements of this ITN or the terms of any response submitted under this ITN.

As a result, the SBA may consider any and all responses (including modifications to any response), any information obtained from oral interviews or on-site reviews (if any), the negotiation process between the SBA and one or more of the Respondents, or information from any other source or alternative in determining whether to enter into one or more contracts and the terms and provisions of such contract.

Any contract that shall serve as the agreement between the parties will be developed through the negotiation process, and will not be binding until reduced to writing and executed by the parties.

The SBA may enter into negotiations with the Respondent(s) in order to achieve the most desired results. The SBA reserves the right to negotiate concurrently or separately with competing Respondents any time after the finalists are selected. The SBA reserves the right to accept portions of a competing Respondent's response and use such portions to form an overall program in the best interest of the SBA. Furthermore, the SBA shall have the right to use any or all ideas or adaptations of the ideas presented in any response received pursuant to this ITN. Selection or rejection of a response will not affect this right. The SBA reserves the right to reject any and all responses or portions thereof. The SBA reserves the right to withdraw this ITN or a portion of this ITN without selecting a vendor. The right of the SBA to set aside submitted proposals and re-negotiate with its existing vendors is retained without exception.

This document contains instructions governing the proposals to be submitted and the materials to be included therein, a description of services to be provided to the SBA, requirements that must be met to be

eligible for consideration, general evaluation criteria, and other requirements to be met by each Respondent.

Responses to this ITN should be sufficiently detailed to demonstrate the Respondent's expertise, experience and capabilities to provide the requested services. The SBA reserves the right to withdraw this ITN or a portion of this ITN, at any time prior to the final award.

## **SECTION 3 – MINIMUM QUALIFICATIONS**

### **3.01 EXPERIENCE**

Qualified vendors must have significant experience and demonstrated results in:

- Working with many RPA Software providers, including but not limited to Blue Prism, Automation Anywhere, Automation Edge, Pega, Contextor, and UiPath
- Working with attended, unattended, and hybrid RPA tools
- Identifying candidate automatable processes for detailed analysis during the initial phase of any RPA related implementation
- Defining RPA project scope and significant milestone phases, including detailed timelines related to the development of pilot models for each process
- Creating and recommending a detailed financial business case to support any recommended RPA initiatives, including business impact analysis
- Assisting in the evaluation of software solutions that may be specific to any RPA proposed initiative
- Training others in the development and maintenance of RPA bots
- Development and implementation of an RPA Operating Model as part of a Center of Excellence (COE), elements of which may include:
  - Organization – defining the organization structure including roles and responsibilities for all aspects of an RPA implementation
  - Governance – establishment of policies and procedures, internal controls, compliance, and information security standards and requirements
  - Technology – selection of the right automation tools including the maintenance, operations and support of the tools as well as change and configuration management
  - Processes – evaluation of processes opportunities and deployment of bots into production
  - People – assess impact of RPA on people and culture along with organizational change management

### **3.02 AFFIRMATIONS**

**Respondents must be able to affirmatively respond to each of the following statements in order to be considered for the award:**

1. The Respondent must accept and enter into a written services contract including a data security addendum as supplied by the SBA. Final language will be negotiated in the contract negotiation phase.
2. The Respondent must agree to provide the services as detailed in Section 4, as well as agree to all requirements as stated in the ITN.
3. The Respondent’s key professionals and the organization must disclose any current, potential, or perceived conflicts of interest with the staff of the SBA or the members of its Board of Trustees.
4. The Respondent must have been in business for a minimum of five years providing required services and/or related services.

5. The Respondent must have provided similar consulting services for public pension funds, investment management providers or financial institutions.

## SECTION 4 – SCOPE OF SERVICES

### 4.01 OVERALL SCOPE

The SBA is focused on establishing a governance structure for RPA across the enterprise as well as an RPA Production Pilot implementation. The SBA is seeking support in establishing a governance process around RPA to allow for future growth, assistance with evaluating and selecting the proper RPA software that will best meet our needs, as well as consulting on setting up initial processes to use RPA technology and managing/maintaining those processes. Initial processes the SBA will consider for RPA may involve working in data intensive worksheets, logging into various internal and external systems, logging into PeopleSoft FSCM or HR and entering transactional data, etc. It is eventually possible the SBA may look into developing RPA solutions to assist our investment managers with financial data and analytics. However, this will not be the initial focus and the SBA will continue to collaborate/communicate with the selected Respondent for any potential use in this area.

Across the many business units within the SBA, there are business processes that appear on the surface to be manual in nature and consist of numerous repetitive tasks that could potentially be automated. The SBA seeks expertise in developing a roadmap and strategy to implement intelligent automation across the various business units in a systematic manner. It is possible that the SBA may undergo changes in technology, governance, and contractual structures in order to build optimal automation without reducing quality service to our business units.

The following processes may be considered by the SBA as processes that could be automated:

- **Financial Operations and Accounting** – The repetitive and systematic processes of accounting, data entry and invoicing naturally lend themselves to automation. RPA can help the SBA automatically keep track of receipts, work orders, and invoice processing or reporting with minimal human involvement. This can provide significant savings and improve efficiency across the SBA.
- **Human Resources (HR)** – The SBA HR department tracks and monitors a wide range of personnel data across the Board. RPA can provide HR with the tools necessary to track and store documents, calculate benefits, and onboard new employees.
- **Information Technology** – RPA tools can perform routine system maintenance tasks, monitor system health, confirm routine job completion, and automate data cleansing. Additionally, RPA can diagnose and address certain technical issues and even provide technical customer service such as password resetting.
- **Data Analytics** – The automatic collection and analysis of data is an overarching capability of RPA. Automated tools have the ability to gather information about efficiency, issues and costs, affording users the ability to improve processes and monitor performance.

This solicitation is to provide management and strategic consulting services to support the establishment of a RPA governance structure as well as automation of various repetitive tasks utilizing RPA technologies.

Respondents will provide best practices on RPA governance and how to most effectively manage staffing/controlling the RPA processes from initial setup through future RPA implementations within the SBA. This governance will be used to select initial business processes that will be implemented during the Production Pilot. Respondents will also assist the SBA in selecting the RPA software that best meets the needs, processes, and systems the SBA currently utilizes. The SBA will be responsible for acquiring/purchasing the RPA software from the selected software vendor (based on the best fit which will be discussed between the Respondent and the SBA). The purchase of the RPA software will be performed outside the scope of this ITN through a separate solicitation. The SBA recognizes that Respondents to this ITN may be resellers of their own or other vendor RPA software. In such instances, Respondents will not be prohibited from participating in the separate solicitation of RPA software.

The SBA and Respondent will implement initial RPA solutions through a Production Pilot impacting multiple business processes/activities to display how this technology can work with SBA processes and systems, including identifying and resolving any technical or internal control concerns raised by the SBA staff. These 'pilot' processes will be implemented via the RPA software licenses that are owned by the SBA. Services will also include training of SBA employees on implementing/maintaining bots. Activities that involve creating and maintaining bots during the pilot will necessitate SBA employees learning alongside contractor personnel.

Respondents shall assess and evaluate SBA business processes for RPA suitability. This includes:

- Meeting with Subject Matter Expert's to understand and model potential automation projects.
- Evaluating the need for the SBA to optimize a process prior to automation.
- Providing the SBA with information to estimate level of effort to develop and operationalize potential automation projects.
- Constructing and recommending metrics to measure potential impact of automations.
- Proposing supporting return on investment justification and metrics for project business cases.

It is important for Respondents to utilize and advise the SBA on the use of best practice relating to RPA development and implementation, including phasing of the project along with the form and scope of acceptance testing.

#### **4.02 RPA PRODUCTION PILOT**

Respondents will work with the SBA to identify RPA opportunities (most likely 2-3 processes) from the list of candidate processes. The SBA has identified an initial list of existing high-level processes that may be a good fit for RPA automation, but a final list will not be complete until the successful Respondent provides consulting services as to whether the processes the SBA has selected are appropriate candidates for automation. The SBA may evaluate additional processes as RPA opportunities based on what the SBA learns from the Respondent.

Respondents will propose detailed project plans and timelines for the selected pilot automation processes, and will work with the SBA to determine which project tasks will be staffed by SBA employees. The objectives of the Production Pilot are to:

- Identify best processes to select for the pilot. Respondents must include as part of their response their standard templates utilized to determine which process should be prioritized and are suitable

for automation (e.g., Process intake and process mapping templates as well as templates for future automations);

- Identify the most appropriate RPA technology(ies) to implement;
- Demonstrate the operation, maintenance and monitoring functions required to support RPA;
- Measure the specific process automation benefits associated with the automated processes;
- Train SBA functional and/or technical staff when developing bots built during the pilot so that SBA staff are prepared to maintain and support the bots;
- Improve understanding of the potential benefits and limitations of RPA; and
- Identify key success factors and business risks for future RPA implementations.

It has not been determined whether the RPA solution will be implemented on premise or in the Cloud. The SBA will provide test instances of any system that will be utilized in RPA pilots to allow for sufficient testing prior to implementation. The Respondent will transfer knowledge gained from the initial opportunities to the SBA.

In order to ensure there is a stable foundation in place before beginning the transfer of pilot processes into production, the Respondent **shall assist** SBA staff with the following:

- Software installation and configuration
- Credentialing of bots
- Establishing a source code control environment for bots
- Developing a project plan to include key milestones within the implementation life cycle

#### **4.03 ANTICIPATED DELIVERABLES**

Respondents may suggest alternate similar deliverables outside the scope of those identified in this section.

- Assist in the evaluation and selection of a RPA software vendor
- Development of an RPA Operating Model including but not limited to governance structure (e.g. policies, standards, communications), COE structure, and Mission.
- Assist the SBA in the development and implementation of a RPA Roadmap and Vision
- Assist with the development of Automation Opportunities including Process Mapping (where applicable)
- Work jointly with SBA to create a better understanding of the applicability of RPA within SBA's operations
  - Provide a written design, development and implementation project plan for the implementation of an RPA Production Pilot for a selected process(es). Provide documentation for the work products to be provided; including, but not limited to Business process diagrams for the process(es) included in the pilot.
  - Expected timeframe/resources allocated for completing the services outlined in the ITN.

#### **4.04 PROJECT MANAGEMENT EXPECTATIONS**

The selected Respondent shall adhere to the Project Management Institute (PMI) standards and shall provide an "as-needed" Project Manager who will maintain responsibility for the successful delivery of all deliverables, milestones, tasks, services and solutions.

The Respondent should provide a Project Schedule with tasks, dates, deliverables, milestones and associated effort to deliver the proposed services. Project Management Responsibilities include but should not be limited to:

- Manage the Project in accordance with the Master Project Schedule
- Work with the SBA to provide stakeholders with the information and knowledge necessary for the implementation of new services being provided
- Prepare and submit weekly Project status reports in an approved SBA format
- Participate in Steering Committee meetings, if necessary
- Facilitate Project-related meetings as necessary to fulfill Contract responsibilities
- Identify and work collaboratively with the SBA to track/log, resolve, and manage risks, issues, decisions and action items
- Identify and work with the SBA to manage scope changes using an approved change control process

***This ITN is intended to provide Respondents with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. The SBA may consider alternative solutions and options proposed by Respondents. Respondents are encouraged to expand on the scope of services defined in this document that add service and value to the SBA.***

## **SECTION 5 – RESPONSE PACKAGE CONTENTS**

The purpose of this section is to identify the information that shall be submitted in response to the ITN, and the order in which it should appear in the ITN Response Package. Each ITN Response Package should include the following, in the order listed below:

### **5.01 COVER LETTER**

The proposal shall contain a cover letter addressed to the Designated Contact identifying the Respondent's name and principal address. The cover letter must provide the name, telephone number and email address of a person authorized to represent the Respondent regarding all matters related to the proposal. The letter shall explicitly affirm the following:

1. The Respondent has the current capability to provide the proposed services.
2. The Respondent has reviewed the minimum qualifications and meets the eligibility criteria set forth in this ITN.
3. The Respondent has thoroughly reviewed the ITN.
4. The Respondent acknowledges and accepts all terms and conditions included in the ITN.
5. A person authorized to bind the Respondent to all commitments made in its proposal is the signatory of the letter.

### **5.02 SERVICES QUESTIONNAIRE**

The Respondent shall complete and submit the Services Questionnaire attached hereto as Appendix A. When completing the questionnaire, the Respondent must give clear, concise, and complete replies to all questions, restating each question in bold face type and using no smaller than 12 point font, with its response directly below.

The length of the response is at the discretion of the Respondent; however, responses are expected to be brief, to contain full and fair disclosure of essential elements, and should not be redundant. Tables and graphs are exempt from the font requirement, but must be readable. Any omitted or incomplete responses may eliminate a Respondent from evaluation.

### **5.03 SERVICE REQUIREMENTS AFFIRMATION STATEMENT**

The response shall include a signed copy of the Service Requirements Affirmation Statement attached hereto as Appendix B.

### **5.04 FINANCIAL INFORMATION**

Respondents must be determined by the SBA, at its sole determination, to be financially capable of providing the services required in this ITN. The response should include the Respondent's audited financial statements for the last three years or a provide a URL/link thereto. The financial statements must include the auditor's report and any management letters which have been issued.

### **5.05 FEE PROPOSAL**

Each Respondent is required to submit a separate fee proposal as part of the Response Package, including all necessary expenses needed to complete the services based on the Scope of Services as well as elaboration or explanation of the fees. All prices quoted by the Respondent must be fully itemized, in US Dollars, and inclusive of all taxes. The SBA expects to contract with the Respondent on a Firm Fixed Price basis. Respondents are encouraged to provide the SBA with their most competitive price offered to large institutions.

### **5.06 SUBCONTRACTORS**

The Respondent shall disclose any subcontractor(s) that may be used to provide any portion of the services outlined in this ITN.

## **SECTION 6 – RESPONSE REQUIREMENTS**

The purpose of this section is to indicate the terms and conditions that will govern the submission and review of proposals made in response to the ITN. The Respondent(s) selected to provide services, as part of the ITN process, will be required to enter into a contract with the SBA.

### **6.01 COMPLETENESS**

A response must be complete as to all terms and conditions, including the appendices, on the date submitted. Additional information submitted after the response package or separate from the response package will not be considered unless specifically requested by the SBA and then only to the extent requested. Incomplete responses may be eliminated from further consideration.

### **6.02 REQUESTS FOR MODIFICATION OF A RESPONSE**

A Respondent to this ITN may withdraw and modify its response prior to the Response Deadline specified in Section 1, only upon prior approval by the SBA. A request for modification of any response must be in writing, addressed to the Designated Contact identified in Section 1 of this ITN at the delivery address, and must adequately explain the reason(s) for the request to modify the response. If the SBA approves the request, a modified response may then be submitted.

The SBA will not consider modifications offered in any other manner, whether oral or written. Under no circumstances may the Respondent modify a response unilaterally at a date or time subsequent to the Response Deadline specified in Section 1. The SBA may, however, permit any Respondent to modify its response after the deadline specified in Section 1, if the SBA determines that such modification is in the best interests of the SBA.

### **6.03 RESPONDENT GUARANTEES**

All terms and conditions submitted in response to the ITN (all parts) must be guaranteed to remain effective and may not be changed, amended, modified, qualified, or otherwise altered by the selected Respondent(s) for a period beginning on the date of the response filing deadline for this ITN, and ending at the execution of the related, negotiated contract.

### **6.04 REQUESTS FOR CLARIFICATION**

All questions regarding the clarification of any requirement, standard, or question in this ITN because of any ambiguity, conflict, discrepancy, omission or other error, must be received by the SBA according to the schedule set forth in Section 1.

Requests for clarification should be sent via e-mail to the Designated Contact identified in Section 1 of this ITN or to the delivery address, as provided in Section 1.

The SBA reserves the right to accept or reject any or all requests for clarification, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions.

Respondents will be notified of the rejection of their request for clarification. Oral requests for clarification will not be accepted.

Written requests for clarification accepted by the SBA, along with the corresponding responses, will be posted on the SBA website at [www.sbafla.com](http://www.sbafla.com). Respondents unable to download responses should direct their requests for hard copies via e-mail to the Designated Contact identified in Section 1 of this ITN. Such responses shall be considered an addendum to and, as such, an integral part of this ITN.

The SBA does not guarantee the validity or reliability of information obtained from other sources. If it becomes necessary to revise any part of this ITN, an addendum will be posted on the SBA website at [www.sbafla.com](http://www.sbafla.com) under “Vendors,” and may be provided directly to the Respondents/Finalists. The Respondents are responsible for checking the website for any addendums or updates.

### **6.05 RESPONSE DEADLINE**

The response deadline for this ITN is identified in Section 1 of this ITN. All responses must include the completed items listed in Section 5 of this ITN and be received per the timeline in Section 1. Respondents must submit *two (2)* bound copies of their complete Response Package and an electronic copy in PDF format via email to the Designated Contact identified in Section 1. Information legitimately marked as “trade secret” can be submitted in a separate electronic document submitted with the response. *For items identified in Section 5.04 – Financial Information, only one (1) printed copy is required* and an electronic copy submitted via email in PDF format to the Designated Contact identified in Section 1. Responses should be submitted to the premises of the SBA at the delivery address as provided in Section 1.

All responses sent by postal or commercial courier services must be submitted in a sealed envelope or box and must be marked “**ITN for Robotic Process Automation Consulting Services**”. The SBA accepts no responsibility whatsoever for failure to deliver or late delivery by postal or commercial courier services or email servers. Failure by the postal or commercial courier services or email servers to meet the response deadline may result in disqualification. It is the Respondent’s responsibility to confirm receipt.

### **6.06 SBA NOT LIABLE FOR RESPONDENT’S COST**

The SBA shall not be liable or responsible for any costs incurred by any Respondent for preparing and submitting any response to this ITN, attending any oral interview or hosting any on-site visit, if necessary, or for any other activities or occurrences related in any way to this ITN on or prior to the issuance of a contract. The SBA shall pay the selected Respondent(s) after the execution of the contract in accordance with the compensation schedule agreed upon by the SBA and the successful Respondent. The SBA will not pay expenses and costs incurred outside the scope of the applicable compensation schedule.

### **6.07 RESPONDENT’S RESPONSIBILITY**

Each Respondent should familiarize itself with the service requirements and the work to be performed before submitting a response. All responses shall remain valid and binding for at least 180 days from the date of submission.

## **6.08 ORAL INTERVIEWS/PRESENTATIONS**

Respondents selected as finalists in response to this ITN may be required to conduct an oral interview/presentation with respect to their responses to the SBA. At the oral interview/presentation, each selected Respondent will be given an opportunity to clarify or elaborate on its response. The SBA will determine the occurrence, date, time, and location of such interviews/presentations. The oral interview/presentation will be used to assess the capability in satisfying the requirements set forth within this ITN and will be audio recorded. Audio recorded sessions will be subject to Florida public records laws prescribed in Chapter 119, Florida Statutes.

## **6.09 DISCLOSURE OF RESPONSE CONTENTS**

All material submitted by Respondents shall become the property of the SBA and will not be returned. Responses submitted may be reviewed and evaluated by persons designated by the SBA, in its sole discretion.

Each Respondent understands and agrees that all documents and records made and received by the SBA in connection with this ITN or any official business of the SBA are subject to public disclosure and must be furnished and disclosed to any person under a request to inspect or copy such documents or records unless an exemption otherwise exists.

If information is provided that could reasonably be ruled a “trade secret” as defined in Section 812.081, Florida Statutes, include such information in a separate attachment **clearly marked** – “Trade Secret Information.” Include a table of contents within this attachment with a detailed listing of and explanation for EACH item marked as a “trade secret”. Designation of items as “trade secret” by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes.

Florida places a high priority on the public’s right of access to governmental meetings and records. By submitting a response, each Respondent further understands and agrees that the SBA shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in any response, during any oral presentation, or otherwise in connection with this ITN in negotiating and entering into any contract or for any purpose.

The SBA shall have such rights regardless of whether the SBA enters into any contract with such Respondent or any Respondent under this ITN, successfully negotiates any contract with any Respondent, rejects any or all responses to this ITN, amends or withdraws this ITN at any time, or otherwise satisfies its needs through alternative means.

## **6.10 RIGHT TO AMEND AND/OR WITHDRAW**

The SBA, in its sole discretion, reserves the right to amend or withdraw this ITN at any time and for any reason. Issuance of this ITN in no way constitutes a commitment by or obligation of the SBA to enter into any contract, and the SBA may, in its sole discretion, reject all responses to this ITN for any reason whatsoever.

## **6.11 REJECTION OF RESPONSES**

The SBA will be the sole judge of the Respondent's responsiveness to the ITN and reserves the right to reject, in whole or in part, any or all responses, with or without cause, without incurring any liability whatsoever. The SBA may also waive any material or immaterial defect in a response or deviation from the requirements of this ITN. Any waiver exercised under this section will not modify any provision of this ITN.

## **6.12 CONTRACT EXECUTION**

After selection of the finalists, the SBA will enter into contract negotiations with the selected Respondent to finalize terms, fees, and conditions. This ITN and the selected Respondent proposal, or any part thereof, may be included in and made a part of the final contract. The resulting contract and all attachments shall be considered a public document and subject to Florida public records laws pursuant to Chapter 119, Florida Statutes.

If, in the sole opinion of the SBA, an acceptable contract with the selected Respondent or Respondents cannot be reached, the SBA reserves the right to negotiate with the next preferred Respondent or to take any other actions, in its sole discretion, as contemplated by this ITN.

## **6.13 CONTRACT TERM**

The contract term will be an estimated maximum 1-year term as agreed upon in the final executed contract.

## **6.14 FALSE OR MISLEADING STATEMENTS**

Any response which contains false or misleading statements, or which provides references which do not support an attribute, condition, or capability claimed in the response document, will not be considered by the SBA if, in the opinion of the SBA, such false or misleading statement was intended to mislead the SBA in its evaluation of the response.

## **6.15 COLLUSION**

By responding, the Respondent represents that the proposal is not made in connection with any competing Respondent submitting a separate response to the ITN and is in all respects fair and without collusion or fraud. It is further represented that the Respondent did not directly or indirectly induce any party to submit a false or sham proposal or to refrain from proposing. In addition, the Respondent represents that it did not participate in the ITN development process, had no knowledge of the specific contents of the ITN prior to its issuance, and that no employee of the SBA participated directly or indirectly in the Respondent's proposal preparation. Information provided by a Respondent to the SBA pursuant to a related Request for Information does not exclude a Respondent from submitting a response.

## **6.16 CONFLICTS OF INTEREST**

The Respondent must disclose within its proposal whether any officer, director, employee, or agent is also a current or former employee of the SBA. All Respondents must further disclose any factors, financial or otherwise, known to them which may give rise to a conflict of interest between the Respondent and the SBA and its employees, or have the effect of impacting the ability of the Respondent to meet its responsibilities, duties, and obligations to the SBA, as set forth in this ITN.

## **6.17 QUIET PERIOD**

The Respondent (its agents, officers, principals, and employees, including any individual assisting the Respondent in this process) will not engage in any written or verbal communication during the “selection period” (defined below) with the SBA (including the Executive Director of the SBA, the Evaluation Team, or any SBA employee, whether or not such individual or employee is assisting in the selection of the Respondent) regarding the merits of the Respondent, or regarding whether the SBA should retain or select the Respondent. An exception is given for the Procurement Manager and designated members of the Evaluation Team and Negotiation Team. Any unauthorized contact may disqualify the Respondent from further consideration. Normal business communications are allowed for current SBA service providers who are also ITN respondents.

The Respondent will not engage in any lobbying efforts or other attempts to influence the SBA, the Executive Director of the SBA, the Evaluation Team, or SBA employees, in an effort to be selected. Any and all such efforts made by the Respondent or its agents, officers, principals, employees, or lobbyists will be disclosed to the Executive Director of the SBA within five calendar days of its becoming known.

The “selection period” for this ITN begins on issuance of the ITN per the timeline in Section 1 and will continue until the final selection has been announced or the selection process is otherwise concluded.

Nothing herein shall preclude the SBA from seeking clarification about the substance of the response to the ITN within the time frame as provided herein. Nothing herein shall preclude a Respondent from seeking a request for clarification as provided herein.

## **6.18 INTENT TO BID**

Respondents who intend to provide the SBA with a response to this solicitation must provide an Intent to Bid via email prior to the deadline outlined in Section 1. The Intent to Bid will serve as the Respondent’s confirmation that your company will be submitting a written and electronic response to the ITN. The Intent to Bid must include company contact information including company name, primary contact name, address, telephone number, company website, and email address. The Intent to Bid must be electronically submitted to the Designated Contact at the email address listed in Section 1. Failure to submit an Intent to Bid prior to the deadline provided in Section 1 may preclude respondents from submitting a response to this solicitation.

## **6.19 FURTHER INSTRUCTIONS AND CONDITIONS**

1. All responses to this ITN must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response. The SBA reserves the right, in its discretion, to

waive any minor irregularity, technicality, or omission if the SBA determines that it is in the best interest of the SBA to do so. There is no guarantee that the SBA will waive an omission or deviation, or that any Respondent with a response containing a deviation or omission will be considered for award.

2. Terms and conditions of the ITN – Submission of a response indicates the Respondent's acceptance of the conditions contained in this ITN, unless clearly and specifically noted in the response submitted and confirmed in the contract between the SBA and the Respondent selected.
3. Conformance with statutes – Any contract awarded as a result of this ITN must be in full conformance with statutory and other legal requirements of the State of Florida.
4. Timing and sequence – The timing and sequence of events resulting from this ITN will be determined solely by the SBA.
5. Oral agreements – Any alleged oral agreement or arrangement made by a Respondent with the SBA or any employee of the SBA shall be superseded by the written contract between the SBA and such Respondent.
6. Amending or canceling requests – The SBA reserves the right to amend or cancel this ITN, prior to the due date and time, at its sole discretion.
7. Rejection for default or misrepresentation – The SBA reserves the right to reject the response of any Respondent that is in default of any prior contract, for misrepresentation or otherwise, as may be determined by the SBA (or its designee).
8. Clerical errors in awards – The SBA reserves the right to correct inaccurate awards resulting from its clerical errors.
9. Respondent's presentation of supporting evidence – A Respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its proposal.
10. Right to reject previous vendors – The SBA reserves the right to reject a proposal by a Respondent that has previously provided work to the SBA or whose personnel includes individuals previously rejected by the SBA for services.
11. Corrections and changes – Any corrections or changes to this ITN will be issued by the SBA, will be identified as a correction or change, and will be posted on the SBA website. Corrections or changes made in any other manner will not be binding. It is the responsibility of the Respondent to obtain all corrections and changes.
12. Dispute resolution – The contract shall not include binding arbitration provisions, such as those typically found in Alternative Dispute Resolution Procedures.
13. Respondent's credentials – The SBA may make such investigations, as deemed necessary, to determine the ability of the Respondent to perform the services specified in this ITN. The SBA reserves the right to reject any response if the evidence submitted by, or investigation of, the Respondent fails to satisfy the SBA that the Respondent is properly qualified to carry out the obligations of the contract.
14. Proposal content and format – In determining the capabilities of a Respondent to perform the services specified herein, the information required in this ITN must be provided by the Respondent and will be weighed by the Evaluation Team as indicated in the evaluation process.

**(Note: Each requirement must be thoroughly addressed. Taking exception to any requirement listed in the ITN may disqualify the response.)**

## SECTION 7 – EVALUATION CRITERIA

Responses to this ITN will be independently evaluated by an evaluation team (the “Evaluation Team”) on the basis of the written responses to this ITN and additional written information as requested. The score of each member of the Evaluation Team will be aggregated to establish an overall ranking to create a short list of Respondents to interview, if needed. If the Evaluation Team, in its sole discretion, decides not to do an interview, the overall ranking shall be used to identify the company selected to negotiate a final contract to implement the proposed solution. Additionally, oral interviews/presentations and on-site reviews will be evaluated by the Evaluation Team in the Evaluation Team’s sole discretion.

The Evaluation Team will utilize the following broad scoring categories:

Experience and qualifications of the Respondent’s organization/company	20%
Quality, clarity and responsiveness of the proposal	10%
Respondent’s personnel/professional staff experience, qualifications, specialized capabilities and expertise (including support)	10%
Respondent’s capability and resources to deliver the services outlined in the Scope of Services	30%
Implementation Approach	20%
Fee Proposal	10%
Total	100%

Using the scoring and evaluation process identified, the Evaluation Team may identify a short-list of Respondents. The Evaluation Team, in its discretion, may conduct oral interviews with any or all of the short-listed Respondents. Commitments made by Respondents during the interviews will be considered binding. Upon selection of the short-listed Respondents by the Evaluation Team, the Negotiation Team may commence negotiations as contemplated by this ITN with any or all of the short-listed Respondents. Negotiations may occur either concurrently or separately in the sole discretion of SBA.

During negotiations, the Negotiation Team will evaluate service levels, fee proposals, and contract terms within the context of each Respondent’s response (e.g. written, additional written information submitted by Respondent and interviews), fee evaluation and any other information available to the Negotiation Team.

By the conclusion of the negotiations, the Negotiation Team will have obtained a Best and Final Offer (BAFO) from each of the short-listed Respondents for presentation to the Evaluation Team. Each member of the Evaluation Team will then provide a final score for each Respondent. This final score will be based on written response, any additional written information submitted by a Respondent, the Respondent’s initial score and ranking, interviews, BAFO, and any other information available to the Evaluation Team. The final scores (one for each Evaluation Team member) will be aggregated to establish an overall final ranking by the Evaluation Team. The Evaluation Team will present the final scores and rankings to the Executive Director with a recommendation that the SBA enter into an agreement with the Respondent. The Executive Director shall have sole authority, in his discretion, to determine whether the SBA will enter into any agreement with any Respondent and to make all final decisions regarding the services contemplated by this ITN.

**The SBA will not be required to select the lowest-cost Respondent.**

Note: The SBA reserves the right, in its discretion, to change the ITN Timeline without liability. Changes will be posted on the SBA website or may be provided directly to the Respondents upon request.

## **APPENDIX A: SERVICES QUESTIONNAIRE**

Responses to each item/question below should appear in the same order as listed in this ITN. For responses to both General Questions and Other Questions, please restate, in bold type font, each item/question at the beginning of an answer. Responses to all items/questions should be limited to no more than forty (40) pages in total, using 12 type font. The SBA requires direct answers to each item and does not require generalized marketing information.

### **A. General Questions**

1. Company Background
  - Company name
  - Contact person (name, title)
  - Address
  - Telephone
  - Email
  - Website
2. Describe your company, how it is organized and the resources it has available to perform the services as generally defined in this ITN. Describe the ownership structure, including subsidiary and affiliated companies, and joint venture relationships. Has there been, or is there planned, any material change in ownership or structure?
3. Describe any experience your company has in providing similar services to other large public pension funds, investment management providers or financial institutions within the last three years. Where possible, provide the name, address, and phone number of the client and key contact.
4. List the names and titles of the professionals who would be involved in the delivery of the services being requested. Include credentials, specific experience, any special expertise, and information concerning the education, position in your company, and years with your company.
5. Provide an executive summary which identifies any services to be provided which are beyond those specifically requested. If your company proposes to provide services that do not meet the specific requirements of this ITN, but in the opinion of your company are equivalent or superior to those specifically requested, any such differences must be expressly noted. However, the company should recognize that a proposal that does not respond to the specific services requested may be subject to disqualification.
6. Describe why your company's service offering is superior to the services offered by your competition. Clearly define your competitive advantages in this function. Describe in detail the extent to which your company's service offering will meet or exceed the requirements listed in the Scope of Services.
7. Describe your company's proposed project management and service delivery methodology to insure the delivery of all required services in the Scope of Services. Provide details on the establishment of governance, pilot processes review and selection, development of ROI targets

and metrics, RPA tool selection process, pilot production implementation, and training of internal staff on the chosen tool and implementation environment. Provide an estimate of the implementation timeline. Describe in detail what personnel and expertise will be expected from the SBA during the project.

8. Describe any litigation relating to the business or other activities of your company which either began within the last two years or which began earlier and is still ongoing or has been threatened but is not currently pending. Indicate whether your company in general or specific officers or principals, in particular, has or have been sued or threatened to be sued within the time frame set forth above. Provide detail regarding the allegations of the complaint, whether multiple parties are involved and the current status including any discovery (e.g., document production or depositions), preliminary hearings, scheduled dates for mediation, arbitration, or trial. If the matter is on appeal, provide details on the current status (e.g., briefs filed, oral argument scheduled).
9. Describe the levels of coverage for errors and omissions insurance and/or professional liability insurance your company carries. List the insurance carriers, insurance type, and coverage amounts.
10. Explain in detail any potential for conflict of interest that would be created if your company provided services for the SBA. Include any activities of affiliated, subsidiary or parent organizations as well as other client relationships that might inhibit services to the SBA. Please disclose any business relationships and/or financial arrangements with any compliance system provider or investment manager that currently provides, or might be eligible to provide, compliance or investment management services to the SBA.
11. Provide any other information that you believe would be of value to the SBA in the selection process.
12. The SBA supports and encourages diversity and participation of small and minority business enterprises in contracting. In order to identify minority or woman-owned businesses or other companies which actively pursue providing opportunities to women and minorities, provide the following information. Indicate if your company is a minority-owned business or a woman-owned business and identify the principal shareholders who qualify your company. Indicate the percentage of professionals within your company who are minorities or women and list the number and positions of such professionals. Provide a list of the names and positions of any minority professionals who will be working under this contract. Provide a brief description of your company's minority hiring/affirmative action program.

## **APPENDIX B: SERVICE REQUIREMENTS – AFFIRMATION STATEMENT**

Appendix B requires Respondents to clearly indicate their acceptance of the service requirements listed by checking off the accompanying box. A clear explanation must accompany any item for which an affirmative representation cannot be made.

An individual authorized to bind the proposing institution to these service requirements must sign and date the affirmation of service requirements in Appendix B. A signed copy of this exhibit and any explanations must accompany submitted responses.

By inclusion and execution of the statement provided herein, each Respondent shall certify that:

- The selection of the Respondent will not result in any current or potential conflict of interest with the SBA or a participating insurer. Alternately, should any potential or existing conflict be known by the Respondent, the proposal shall specify the party with which the conflict exists or might arise, the nature of the conflict and whether the Respondent would step aside or resign from that engagement creating the conflict.
- The proposal is made without prior understanding, agreement, or connection with any corporation, Respondent, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
- The selection of the Respondent will not violate Section 215.684, Florida Statutes, which prohibits the State from selecting certain providers that have been convicted of or entered a plea of nolo contendere to fraud within a period of two years of such conviction.
- The Respondent and the agents, officers, principals, and employees thereof have not and will not participate in any communication prohibited in this ITN.
- The Respondent's responses to the ITN are those of the Respondent and have not been copied or obtained from any other Respondent responding to any other ITN or competitive proposal whether in Florida or elsewhere either in the past or present.

*The Respondent hereby agrees to abide by all conditions of this ITN and certifies that all information provided in this response is true and correct, that I am authorized to sign this response for the Respondent, that I am authorized to bind the Respondent to all commitments made in its proposal, and that the Respondent is in compliance with all requirements of this ITN.*

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Authorized Signature (Manual)

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Name and Title (Typed)

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Date (Typed)