

SECTION 7 - ATTACHMENTS

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ATTACHMENT A - QUESTIONS SUBMITTAL FORM

Vendors should complete the table provided based on their questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in Section 2.2. This form may be expanded as needed to facilitate response to this requirement.

VENDOR NAME: _____

Vendor Question Number	ITN Page Number, Section Number, Subsection Reference	Vendor Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add additional rows or pages as necessary.

ATTACHMENT B - FLORIDA DEPARTMENT OF STATE CONTRACT (MODEL)

This Contract, by and between _____, a company duly authorized to do business in the State of Florida, whose business address is _____ (hereinafter referred to as Contractor), and the State of Florida's Department of State, (hereinafter referred to as DOS)

WITNESSETH THAT:

WHEREAS, DOS issued DOS ITN 10/17-12 and the Contractor submitted a reply to _____ and;

WHEREAS, Contractor desires to enter into a Contract with DOS to provide certain products and services; and

WHEREAS, DOS desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services;

NOW THEREFORE, Contractor and DOS for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

CONTRACT TERM

The contract term will be determined based on funding decisions for the 2018-2019 fiscal year. It is anticipated the term will begin April, 2018, and conclude June 30, 2024.

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract DOS-XXX-XX" which shall be first in order of precedence, with exception those sections stated below in Other Terms):

Any written amendments to the Contract;

This Document;

Addenda to the Invitation to Negotiate (ITN) DOS ITN 10/17-12 DOC(COTS) Business Registry Solution;

DOS ITN 10/17-12 DOC(COTS) Business Registry Solution; and

Contractor's Reply

FLORIDA DEPARTMENT OF STATE STANDARD TERMS AND CONDITIONS

1. PUR 1000 – General Contract Conditions

<http://dms.myflorida.com/index.php/content/download/2933/11777/version/6/file/1000.pdf>

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly.

2. American with Disabilities Act (ADA) Civil Rights Compliance

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Best Pricing

During the Contract term, if the Contractor sells substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

4. 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. Violation of such laws may be grounds for contract termination.

5. Confidential Information

“Confidential Information” means information or materials provided by one party to the other which are: i) in tangible form and labeled “confidential” or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the

event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. DOS information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. DOS agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from Contractor, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, DOS agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All DOS data which may be provided to the Contractor by DOS will remain the exclusive property of DOS and may not be copied or removed by Contractor personnel without the express written permission of DOS.

Contractor is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. Contractor is expressly prohibited from transferring DOS data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

6. Contract Manager

The Department's Contract Manager for this contract shall be

Name:

Title:

Address:

Phone:

_____E
mail:

7. Contractor Employees, Subcontractors, and Other Agents

Contractor will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that each contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that each party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, workers' compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

Each contractor will have complete supervision and control over its own agents, servants and employees. Each contractor will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

8. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

9. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to DOS all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

10. Discrimination

In the performance of such services, each contractor agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

11. Dispute Resolution

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

12. Effective Date

This Contract shall be effective when signed by the Contractor and the Department.

13. Execution in Counterparts

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

14. E-Verify

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e), Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. The Contractor certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

15. Insurance Requirements

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

16. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to section 287.057(k), Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contractor and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

17. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with section 287.058(1) (a), Florida Statutes. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Division of Administrative Services
R.A. Gray Building, Room #428
500 S. Bronough St.
Tallahassee, Florida 32399

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

18. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contractor in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contractor, its agents, servants and employees; nor shall the Contractor exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contractor.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

19. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

20. Non-Material Errors

CONTRACTOR and DOS agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

21. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, DOS will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

22. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of State for the attention of:

Florida Department of State

500 S. Bronough Street
Tallahassee, Florida 32399

And to the Contractor for the attention of:

Name: _____
Title: _____ Street Address: _____

Phone: _____ Email: _____

23. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contractor any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with section 215.422, Florida Statutes, which states the Contractor's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

24. Public Records

This Contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

In accordance with Section 215.985(14), Florida Statutes, this contract and associated procurement documents, as defined at Section 215.985(14)(h)(1), Florida Statutes, are subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

If the Contractor determines that any documents provided to the Department in conjunction with this contract (including procurement documents) contain exempt or confidential information, including but not limited to "trade secrets" as defined at Section 812.081(1)(c), Florida Statutes, the Contractor should provide DOS with an electronic copy from which all confidential or exempt information has been removed ("redacted"), identifying the information that is confidential or exempt, and the applicable statutory exemption(s).

Upon the expiration of the Contract, all public records in the possession of the Contractor shall be transferred to the Department at no cost. All records stored electronically must be provided in a format as determined by the Department. Final payment may be withheld until the Contractor has provided all public records pertaining to this Contract. Public records that are exempt from public records disclosure or are confidential must be destroyed as directed by the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DOS CUSTODIAN OF PUBLIC RECORDS, AMANDA RIGAS, AT 850-245-6507, AMANDA.RIGAS@DOS.MYFLORIDA.COM, PUBLIC RECORDS CUSTODIAN, FL DOS, 500 S. BRONOUGH

STREET, TALLAHASSEE, FL 32399-0250.

25. Right to Audit

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

26. Renewal

The resulting contract may be eligible for renewal for five additional one (1) year periods at the Department's sole option. Renewals shall be in writing and shall be subject to the terms and conditions set forth in the original Contract. Renewal prices are to remain the same from the beginning of the contract to its fulfillment, with no escalation in prices and/or fees. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

27. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

28. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

29. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contractor, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contractor, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

30. Termination for Cause

The Department may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or

negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

31. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

32. Travel

No travel expenses shall be incurred under this contract.

33. Cooperation with the Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing

34. Information Technology Security Requirement

Contractors, providers, and partners employed by the Department of State or acting on behalf of the Department shall comply with Rule 71A-1 of Florida Administrative Code, Department security policies, and employ adequate security measures to protect Department information, applications, data, resources, and service.

35. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

36. Warranty of Ability to Perform

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

37. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the DOS and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor		Florida Department of State
Signature		Signature
Title		Title
Date		Date

ATTACHMENT C - STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS

Commercial Off-the-Shelf (COTS) Business Registry Solution

This solicitation is for a configurable Commercial Off-the-Shelf (COTS) Business Registry Solution. The intent of the solution is to modify, unify, and integrate the Florida Department of State's (DOS or Department) Division of Corporations' (DOC or Division) bifurcated business registry, which is composed of a Legacy system, a newer system, and an intermediary system, with a front-end interface, which is currently referred to as *Sunbiz.org* (<http://dos.myflorida.com/sunbiz/>).

This solicitation is open to any company that: 1.) has successfully deployed and currently maintains and has maintained for one (1) year a business registry system for at least two (2) of the 50 states or its territories at the level of the Department of State or its equivalent; and 2.) can configure their COTS system to meet the laws, rules, regulations, administrative codes, and processing requirements of the State of Florida. Preference will be given to: 1.) companies with offices which are headquartered in the state of Florida or based in the United States of America (USA) and have offices in the USA; and 2.) companies which have previously developed, configured and successfully launched business registrations in two (2) or more of the eight (8) service areas requested by the Department.

The Department has identified at least 21 states in which the office of the Secretary of State has successfully deployed a COTS system in the areas of Business Registrations (Core), Uniform Commercial Code (UCC), Notary Public/Apostilles, and/or Trademarks and Service Marks. The Department recognizes it is unlikely that any potential respondent to this solicitation has completed a COTS solution in all Service Areas requested by the Florida Department of State, which are:

- Business Registrations (Corporations, Limited Liability Companies, General Partnerships, Limited Partnerships, Limited Liability Limited Partnerships, Fictitious Names [aka dba's], Alien Business Organizations, and Declarations of Trust) (Core Service Area)
- Judgment and Federal Tax Liens
- Authentications (Apostilles and Notarial Certifications)
- Notaries Public
- Cable Franchises
- Trademarks and Service Marks
- Service of Process and Subpoenas
- Public Records Request and Records Exemption Requests

and includes Certifications, Imaging, and Informational Services, as well as fiscal and correspondence.

For identification purposes, Business Registrations are considered the Core Service Area. All other service areas fall under the category of Ancillary Service Area.

Integrated into all eight (8) Service Areas are to be the functions of certification, imaging, fiduciary, and correspondence, as well as informational services, authentication and authorization, security, inquiry, and calendaring.

The priorities of the solution (which are not listed in order of importance) are:

- The successful migration of valid and reliable data, which must be synchronized and reconciled from three (3) different data bases dating back to the mid-1990s and currently stored in different formats (Oracle, SQL, and Binary Large Object [BLOB])
- Meeting the laws, rules, regulations, administrative codes, and processing and indexing requirements of the State of Florida and other agencies which rely on and utilize the State of Florida's official business entity index
- Security, sustainability, enhanced and predictable service availability, high-performance efficiency, and cost-effective workload flexibility
- Operational costs and continued reliability and validity
- Ability to establish and differentiate various authentication, processing and authorization levels
- Robust search and performance capabilities
- Ability to generate and regenerate general and specific and/or customized communications (i.e., correspondence, notices and certificates) in both electronic and non-electronic formats with appropriate date(s), signature(s), text, content, status, link(s) and image(s). Regenerated correspondence, notices and certificates must maintain the original date(s), signature(s), text, content, status, link(s) and image(s) as that of the original
- Ability to calendar and/or schedule events and compute correct fee(s) according to filing type, status, and applicable statutory filing, processing and/or certification fee(s)
- Strong statistical reporting and ad hoc query capabilities (i.e. document type, status, date, time, processor, edits, etc.)
- Documents stored in a single, editable and redactable file, which can be indexed, accessed and associated with a specific record, and then stored in both a complete and a redacted format
- Ability to accept, document and associate payments utilizing one or a combination of two or more of the following payment methods: check; credit card (through a third-party Vendor); and/or pre-paid Sunbiz E-File "drawdown" accounts. Payment and filing association applications must also accept both single and/or multi-transactional filings and/or payment submissions.
- The ability to maintain an audit log of all filings and/or processing activities, which includes any and all associated edits, corrections, adjustments, or redactions to filings and payments.
- Ability to be successfully configured and deployed within an aggressive timeline

At this time, the Department prefers to: 1.) host the solution at the State of Florida's data center at the Southwood Complex in Tallahassee; 2.) utilize a .NET framework; and 3.) store the data in an Oracle 12c Real Application Cluster (RAC), with images indexed and stored as either editable, compressed Tagged Image Formatted (.tif) or Portable Document Format (.pdf) files, which can be distributed via E-mail. The Department, however, understands the solution will work best in its native state and is, therefore, willing to make adjustments to improve performance.

The Department recognizes that, in its current state, the COTS solutions available may not be able to immediately meet all the requirements and preferences of the Department. Negotiations on how to configure the preferred solution to meet the needs of the Department and provide the State of Florida with its best value will be required.

The solution must allow the Division to continue to operate and successfully perform the activities required by sections 20.10(2)(c), 55.2, 83.49 376.13, 376.14, 376.3075, 420.101, 604.11, 657.254, 713.9, 865.09, and Chapters 15, 48, 83, 110, 116-119, 215, 216, 289, 425, 471, 495, 506, 540, 605-610, 617-622, 668, 671, 679,

680, 692 and 720, Florida Statutes, as well as Administrative Codes 74-1, 74-2, 74-3, and 74-5. Additional requirements and requests are listed in Appendix 2.

Funds for this project are being requested, but have not yet been authorized. The Department has submitted a FY 2018-19 Legislative Budget Request (LBR) to modernize its business registry by purchasing a configurable Commercial Off-the-Shelf System. The Department expects the funds to be allocated during the 2018 legislative budget process and anticipates work to begin on or soon after April 1, 2018. Initial work will be in the form of requirements gathering, analysis, and documentation. The Department expects configuration work to begin on July 1, 2018, or soon thereafter. The Department's goal is to have a significant portion of the project (e.g., Business Registrations [Core]) successfully deployed on or before December 31, 2018. The Department anticipates the project will be completed on or before June 30, 2019.

One of the initial deliverables for this project will be the completion of a detailed Gap Analysis of the required final product against the awarded COTS solution. The Department reserves the right to terminate the contract without penalty, if, in the Department's sole discretion, the Gap Analysis shows significant gaps that would result in a change order that may exceed five percent (5%) of the total project cost, excluding ongoing maintenance and support; or, if the analysis shows that product implementation would not be advantageous to the Department.

Background

Business Need

The Florida Department of State, Division of Corporations, strives to improve the quality of life for all Floridians by promoting economic development, creating a competitive business climate, and providing important public access to Florida's business and commercial records. The Division's service deliverables encourage and enhance business and public welfare in the state by providing a service delivery mechanism and an information registry that spans the full range of the state's commercial activities. The Division serves as the state's central depository for a variety of commercial activities, such as profit and not-for-profit corporations, limited liability companies, limited partnerships, trade and service mark registrations, federal lien recordings, judgment lien filings, fictitious name registrations, notary commissions, and cable and video service franchises.

The Division currently maintains more than 8M records and annually performs 5M activities. **Sunbiz.org**, which serves as the State of Florida's official business entity index and commercial activity website, received more than 294M hits in FY 2016-17. With an operating budget of 7.4M and 102 FTE, the Division also filed more than 2.8M commercial documents and provided over three-quarters of a million certification, authentication and copy services. At the end of the 2016-17 fiscal year, statistics revealed approximately 2.2M active business entities, 650,000 fictitious name registrations, 13,000 trademark/service mark registrations, and 400,000 commissioned notaries on its records. Total annual filing activities have increased from 1.8 to 2.4 million since 2011, a 23% increase in positive business activity. Increased economic activity brings in more than 400,000 new business filings and registrations per year.

The Division's current system is bifurcated and consists of a Legacy system, a newer cloud system, and an intermediary system. The Legacy system, is over 20 years old and currently performs 70% of the Division's functions; the cloud system, implemented in 2013, performs 20%; and 10% is performed by the intermediary system, which was subsequently developed to bridge the functions between the Legacy and cloud system. Synchronization between the databases is currently a challenge. All records filed prior to 2013

remain in the Legacy's storage system and 70% of the data since 2013 is now stored in the Microsoft Azure Cloud.

Although robust, the Division's Legacy system is no longer able to be supported; local resources are not available, parts are not readily available and are expensive and fragile; its software languages and operating systems are obsolete, database administrators are difficult to find, and licenses are expensive. Both its hardware and software are unsustainable. New business rules are difficult to implement and current applications are difficult to maintain.

The Division of Corporations relies on the functions of the Legacy system to perform and maintain its mission critical operations. Failure to provide these operations would result in a loss in the State of Florida's revenue stream and could have a negative economic impact on Florida's economy, business community, law enforcement agencies, the public, as well as other agencies which depend on the commercial data and business records and indexes. Commercial business filings and activities are filed and maintained on the Division's records in accordance with sections 20.10(2)(c), 55.2, 83.49 376.13, 376.14, 376.3075, 420.101, 604.11, 657.254, 713.9, 865.09, and Chapters 15, 48, 83, 110, 116-119, 215, 216, 289, 425, 471, 495, 506, 540, 605-610, 617-622, 668, 671, 679, 680, 692 and 720, Florida Statutes. The filings and activities are readily relied upon and are used to foster and promote Florida's economy and to improve the business community and general public's welfare. Permanent loss of vital commercial data and records is possible.

Business Objectives

The primary objectives of the Commercial Registry Modernization Project are: 1.) risk avoidance, 2.) ensuring the continuation of the State of Florida's revenue stream, and 3.) further fostering and promoting business and public welfare in the state of Florida. The Division has two primary functions: 1.) formalizing the legal standing of a business or activity by accepting or indexing the filing or registration, and 2.) providing certification, authentication, imaging and informational services regarding the filings and activities of record. A newly updated technical architecture with modern underlying functionality is necessary for Florida to improve its information availability and service mechanism, and to maintain its proactive business friendly environment.

The Division's current electronic and filing applications now account for most of the agency's filing and certification applications. A modern system with modern architecture and functionality will allow the Division to further improve its electronic information availability, service delivery applications, and help keep pace with the number of commercial documents submitted to the Division for indexing, without additional FTE. During each of the past three (3) years, there has been a 9% annual increase in revenue and filings, and this trend is expected to continue.

The solution's modern, up-to-date architecture and functionality must be easily and readily supported, scalable, flexible and adaptable to new and revised statutory mandates. Other objectives and benefits should include: 1.) improved efficiency and productivity, 2.) more accurate data processing and retrieval, 3.) consistent process implementation, governance and compliance, and 4.) improved reporting capabilities.

The Department of State has recommended modernizing Florida's business registry by purchasing a Commercial Off-the-Shelf System (COTS), with a Vendor supported and maintained system. The selected Vendor must be able to configure their system to align with Florida's specific statutory requirements, with only minor modifications needed to easily fill in the gaps between their system offerings and the State of Florida legislative mandates. In addition, the Vendor must be able to configure and implement their product

on an expedited timeframe of approximately 15 months, from execution of the contract to deployment. Based on an RFI posted on July 21, 2017, the Department has determined that there are COTS solutions for commercial registries which have already been successfully implemented in several other states which are available to Florida. Many of those successful implementations have been conducted in similar or even less timeframes. The project teams in the other states have also had success in migrating bifurcated data to different platforms. The Department has determined that another major advantage to a COTS solution is the Vendor, not the State of Florida, will be responsible for continued service, hosting and maintenance.

Baseline

Current Business Processes

To foster, promote and support both the business community and the public's general welfare, the Division of Corporations' systems have been updated and enhanced over the past 25 years. These updates and enhancements include the following, which are to be continued in the proposed COTS solution:

- Ability to Search Existing Business and Commercial Registries
 - Provide for ad hoc public searches and display all matched entities, providing pertinent information including, but not limited to, images of new filings, amendments/edits, and annual report documents in Print Document Format (PDF)
 - Disallow the filing of two (2) entities with the same name based on certain criteria in accordance with statutory mandates and business rules
 - Search for and display filed business entities, registered fictitious names and other commercial filings submitted and processed by the Division
 - Allow for the search of an entity (singularly or in combination) or commercial filing by name, county, entity type, address, zip code, registered agent, officer, partner, debtor name, trademark name, owner name, FEI/EIN, owner FEI/EIN, document or registration number, date filed, effective date, and/or status
- Creating New Business Registries
 - Provide for entity registration and modifications
 - Have auditing and journal capturing and recording capabilities
 - Distinguish between the different business entity types – limited liability company (LLC), profit corporation, not-for-profit corporation, limited partnership, general partnership, etc.
 - Distinguish between domestic and foreign business entities and registrations
 - Allow for the registration, renewal, cancellation and expiration of fictitious registrations (aka "Doing Business As")
 - Filing Declarations of Trust
 - Filing domestications
 - The formation and amendment of a profit benefit or social purpose corporation
 - Filing of mergers, conversions and consolidations by the same or varying business entity types
 - Provides for edits/addendums/amendments (changes in name, address, officers, registered agent, FEIN), as well as additional filings, such as withdrawals, dissolutions, domestications, and reinstatements
 - Provides for registration, assignment, renewal, expiration, and cancellation of Trade & Service Marks
 - Provides for filing, adding a debtor, amending, lapsing and correcting, etc. of judgment liens
 - Provides for filing, amending, releasing and correcting, etc. of federal tax liens

- Manage a Business Entity or Registry
 - Allow for modifying, revoking, or dissolving an entity (administratively, involuntarily, voluntarily, etc.) including, but not limited to, the e-filing of articles of amendment, dissolution and foreign entity withdrawals, amendments, and registrations
 - Allow the manual and automatic dissolution of entities, with the date and criteria for automatic dissolutions to be modifiable by the Division
- Manage Fiscal Transactions and Information
 - Allow for online payments by credit card, check, e-check and *Sunbiz E-file* accounts
 - Print PDF payment vouchers for payments by check with vouchers tying the payment to the filing
- Scan and Manage Documents and Images
 - Allow for PDF uploads by the entity to include articles of incorporation, articles of organization, articles of correction, annual reports, withdrawals, registrations, resignations, articles of dissolution, articles of amendment, certificates, attachments, etc.
- Create and Manage Communications
 - Create configurable correspondence templates
 - Generate letters, certificates and emails to send to business owners
 - Maintain an audit trail of all correspondence sent to customers
- Produce Certified Documentation
 - Downloading, displaying and printing of
 - certificates of status, name change, registration, renewal, dissolution, withdrawal, conversion, cancellation, expiration, merger, etc.
 - filed business and commercial records (certified and non-certified)
 - detail record screens
- Manage Internal User System Access
 - User groups within the Division with differing levels of permission for
 - read only
 - + new filing
 - + edits
 - + dissolution, withdrawals, etc.
 - + deletions
 - + fiscal transactions
 - + user administration
- General Reporting
 - Generate various reports meeting federal, state, legislative, fiscal and statistical reporting requirements

System

Current State

The Division of Corporations' current production system is composed of a bifurcated platform, which utilizes Microsoft's Azure Cloud and a clustered Legacy server (Alpha or OpenVMS). Ancillary systems running on separate servers and databases are Notaries and Apostilles (SQL). There are also ancillary systems that assist in the synchronization, editing, and reconciliation of information (data and images) between the Legacy and Cloud systems and facilitate financial, correspondence, and imaging transactions. The six (6) front facing webservers are Microsoft servers.

The current corporate registry (Corporations, Limited Liability Companies, Fictitious Name Registrations, Limited and General Partnerships, Trademarks and Service Marks, Judgment Liens, Federal Tax Liens, Fiscal, Correspondence and Images) is approximately 100 million records (including entities and associated records). The application supports both internal and external users.

Legacy

The Division’s Legacy system, which has served Florida well for over 21 years, centers on servers in a three (3) node cluster. The clustered servers run a database that is hosted on a SAN. Images are indexed and are stored as compressed, editable .tif files that are converted to .pdf for display from an image server. The three nodes are each dedicated to a specific task or set of tasks: in-house filings; online filings; and payments, synchronization, and batch processing, which include financials, correspondence, and images. Until 2013, the Legacy system completed 100% of the activities of the Division and stored 100% of the data, including the images. All data and images remain on the Legacy database. Since 2013, the Legacy system completes 70% of the activities and stores 20% of the new data and images, with some data and images housed both in the Legacy system and cloud system. The Development system is a single, non-clustered server.

Cloud

In 2013, 20% of the functionality and 80% of the new data and images were moved to a cloud system. Data is stored in a Structure Query Language (SQL) and images in non-indexed Binary Large Objects (BLOB). Some data and images are stored in both the Legacy system and Cloud system. The Cloud system utilizes Microsoft’s Azure.

SQL

Cable Franchise, Notaries and Apostilles, Liens, Service of Process, and Public Records Exemptions are outside of the databases previously referenced. The data is stored in a variety of methods, including Microsoft SQL databases. The activities and storage account for 10% of the activities and file storage of the Division.

The breakdown by activity and volume for the three systems is estimated to be:

	Activity	File Size
Legacy	70%	20%
Cloud	20%	70%
Other	10%	10%

Ancillary

The ancillary systems (named Cirrus, Corp Admin, Corufiling, and Reflections) assist in the synchronization, editing, and reconciliation of information (data and images) between the Legacy and cloud systems and facilitate financial, correspondence, and imaging transactions. With the unification of the Legacy, Cloud, and SQL systems and databases, the intermediary systems will no longer be needed.

Summary

The combined systems currently use the following hardware:

- Production Legacy system
 - Three (3) node clustered server
 - Six (6) web servers
 - Physical SAN

- Includes storage for database
 - Serves as image server
- Development Legacy system
 - 1 node server
 - 1 web server
 - Built in SAN
- Production Azure
 - Azure deployment
 - Includes a SQL database
 - BLOB storage in addition to web servers and event handlers
- Development Azure
 - Azure deployment
 - Includes a SQL database
 - BLOB storage in addition to web servers and event handlers
- Test Azure
 - Azure deployment
 - Includes a SQL database
 - BLOB storage in addition to web servers and event handlers
- Production Notaries
 - Database Server
 - Web server
- Development Notaries
 - Database server
- Production Apostilles
 - Database server

Virtualization

The Division is currently testing a proof-of-concept for virtualizing the Legacy system. The project is utilizing the Stromasys Charon AXP emulation tool. If successful in the Development environment, the Legacy production and development systems will be housed on three (3) physical machines running one (1) virtual instance of the Alpha AXP server for Development and four (4) virtual instances of the Alpha AXP server for Production.

Future State

The Department prefers the COTS solution utilize a .NET framework against an Oracle 12c RAC database with indexed images stored as compressed, editable and redactable .tif or .pdf images. However, the Department recognizes porting an off-the-self solution to a non-native environment sometimes leads to a reduction in performance. The Division will complete a cost-benefit analysis to determine which environment will be the most economical, maintainable, workable and scalable system, the preferred or native system.

The Department also prefers the system be housed at the State of Florida's data center at the Southwood location in Tallahassee. If not housed at this location, the data center must be in the continental United States, owned and maintained by a United States company, and be, at a minimum, an Uptime Institute Certified Tier III data center. The backup systems must be in the United States and data may not be stored

on a commercial cloud system. The system must include load balancing capabilities and include a DMZ with firewalls to protect the processors and data servers.

The future state system, like the current state system: 1.) will be managed by the Department's Bureau of Departmental Information Systems (BDIS) and the Agency for State Technology (AST); and 2.) must adhere to information technology standards. Furthermore, projects must be developed and adhere to the State of Florida's Agency for State Technology's (AST) guidelines, including compliance with Florida Project Management Rule FAC 74-1 and Florida Security Rules FAC 74-2, FAC 74-3 and 74-5. All projects must also follow the Project Management Institute's (PMI) methodology, which includes standard phrases, phases, tools, steps and sign-off processes.

Summary Business Process Requirements

In general, the solution must be:

- Intuitive and easy to use
- Flexible and adaptive
- Process driven
- Flexible (both in reporting and open query)
- Maintainable
- Auditable
- Well documented
- Available to customers online 24/7/365
- Designed for information to be easily shared with other agencies

In more detailed terms, the solution must:

- Reduce the risk of significant failure with 99.982% uptime (1.6 hours per year interruption [except for scheduled and maintenance and promotions])
- Provide redundancy in all aspects of the system, with automatic failover and an offsite data backup within the continental United States
- Provide a rapid disaster recovery plan
- Improve service deliverables by providing additional filing, acknowledgment, certification, and payment options online
- Reduce the number of telephone inquiries received by the Division
- Generate timely, valid and reliable statistical data and reports as needed and upon request
- Reduce fraudulent filing activity (i.e. user accounts, delegated filing authority, better tracking capabilities and investigative options, etc.)
- Improve and expand payment methods and options (e.g. shopping cart, e-checks, etc.)
- Be easily adaptable/configurable by Department staff to implement new legislative mandates and/or business rules
- Provide an improved and enhanced in-house and outside user experience
- Facilitate mass email communications
- Improve fiscal processing, adjustments and reporting
- Improve scanning and imaging capabilities
- Provide enhanced search capabilities
- Increase the overall depth and breadth of data collection
- Improve workflow processes and efficiencies
- Increase public confidence by providing improved data availability and reliability

The following is a sample of the business requirements for the solution being solicited. Additional requirements are listed in the appendices.

1. Perform Inquiry	
1.1	Ability to inquire by Business Entities by Business Name, Officer, Registered Agent, FEI/EIN, Document Number, and other details
1.2	Ability to search Fictitious Name Registrations by Fictitious Name, Owner Name, Owner Charter Number, Registration Number, and other details
1.3	Ability to search Partnerships by Partnership Name, Agent/Partner Name, Partnership FEI/EIN, Document Number
1.4	Ability to Search Federal and Judgment Liens by FLR Debtor Name, FLR Document Number
1.5	Ability to Search for Cable Franchises by Franchise Name or Franchise Number
1.6	Ability to Search for Notaries Public by Name, Notary ID, and Commission Number

2. Create Business Registries and Entities	
2.1	Provide external users with online filing options for various types of Business Entities and Structures (e.g. LLC, Profit Corporations etc.)
2.2	Ability for internal staff to manually create business entities and structures in the system
2.3	Ability for internal staff to reject submitted business entity filings and structures
2.4	Provide external users with the ability to file/process authentications, Notaries and other services
2.5	Ability for external users to submit business entity filings via fax
2.6	Provide external users with the ability to file modifications online, including annual reports

3. Modify Business Registries and Entities	
3.1	Ability to manage/change existing business entities and structures (e.g. address updates, annual reports, etc.)
3.2	Ability for external users to submit a request to reinstate, dissolve or withdraw a business
3.3	Ability for external users to submit a request to amend or reinstate a business
3.4	Ability to request a certificate of status or additional copies of a certificate of status
3.5	Ability to request and obtain a certified copy of a filed document
3.6	Ability to administratively dissolve/revoke business entities
3.7	Ability to upload attachments with online filings
3.8	Ability to modify the registered agent and/or registered office on multiple business entities simultaneously

4. Fiscal Processing	
4.1	Ability to accept credit card payments
4.2	Ability to associate a payment to a business entity and structure for online, faxed and manual filings
4.3	Ability to associate a payment for an annual report filing to the historical system data for a business entity or structure
4.4	Ability to create, modify and delete a user payment account to be used for future business filings
4.5	Ability to debit and credit user fiscal accounts
4.6	Provide audit tracking for all financial processing associated to a business entity or structure
4.7	Ability to search, review and modify payment information associated to a business entity or structure
4.8	Ability to process refunds and reconcile payments received

5. Scanning/Imaging paper documents	
5.1	Ability to import scanned documents and associate them to a business entity or structure
5.2	Ability to view, alter, move, remove, or void a scanned/imaged document

5.3	Ability to view, retrieve and print checks received and processed
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6. Correspondence	
6.1	Ability to generate and access specific correspondence templates
6.2	Ability to generate correspondence utilizing approved templates
6.3	Ability to communicate with business owners and/or contacts via email, fax and mail
6.4	Ability to generate and send a single correspondence and generate and send mass correspondence to specific users (both internal and external)
6.5	Ability to log and retrieve all correspondence sent to users regarding their business entity
6.6	Ability to provide filing acknowledgements by email regardless of submission method

7. Reporting	
7.1	Ability to design and run ad hoc, batch, monthly and annual reports for all historical and current data held in the system
7.2	Ability to log and retrieve all reports generated in the system
7.3	Create and run specific reports for pertinent staff and functional areas (e.g. fiscal reports, administrative reports etc.)
7.4	Provide a user dashboard to enable staff to access reports based on user access and permissions

8. Task Management	
8.1	Provide a dashboard for Division of Corporations Administrators to organize and assign work assignments for division staff
8.2	Ability to create a workflow queue with work assignments based on current functional areas
8.3	Ability to assign work assignments to specific staff
8.4	Ability for staff to manage, sort and route tasks
8.5	Ability for staff and administrators to modify work assignments during any phase of the workflow lifecycle

9. User Accounts and Permissions	
9.1	Ability to create, update and manage user roles and permissions for both internal and external users
9.2	Ability to control access to sections of the system according to defined permissions and roles
9.3	Ability to differentiate between internal and external users
9.4	Ability to display access to specific pages and information about business entities and structures to public without a user login

10. System Processing	
10.1	Ability to integrate and migrate data from existing systems
10.2	Ability to import data from other data sources (e.g. FTP; code tables etc.)
10.3	Ability to download data files from the system
10.4	Ability to update system pages and functionality when federal or legislative changes are received (e.g. biennial report filing)

In addition, the solution must effectively manage the volume of information currently processed by the Division, as well as accommodate a 10% annual increase over the next five (5) fiscal years. The solution must contain a financial management system that is compatible with the Florida Accounting Information Resource (FLAIR) and the soon to come Florida Planning, Accounting, and Ledger Management (PALM) system.

Reporting is to include such items as entity status, daily work report histories, fiscal reports and various statistical information.

Scope of Work (SOW)

The Scope of Work (SOW) will require the selected Vendor to:

- Identify and set up the architecture for the new system, which must include Development, Testing, Staging, and Production environments
- Install and test the operating and database systems
- Migrate, unify, and resolve the data from multiple databases
- Modify and launch the off-the-shelf solution

The Scope of Work (SOW) will also require the selected Vendor to:

- Analyze the current database, by both size and metadata and provide a data map (data dictionaries and entity relationship diagrams [ERD]) to the proposed solution
- Provide a five (5) year growth plan
- Help develop and approve project documents, which must include key documents identified by the Project Management Institute (PMI) and the Florida Agency for State Technology (AST) (i.e., Communications Plan, Human Resource Plan, Team Roster, Change Management Plan, Decision Escalation Plan, and Status Report)
- Provide status reports and participate in status meetings
- Develop and execute a detailed testing plan at the unit, integration, system (Beta), and user acceptance phases
- Develop and provide training modules for up to 150 of Division's staff members

Key areas of the SOW include:

- Moving to a maintainable and sustainable architecture
- Unifying the bifurcated, intermediary and ancillary systems
- Migrating bifurcated data in a manner which will synchronize and reconcile the information in a valid, reliable, and replicable state
- Maintaining current historical data and document sequencing
- Changing to a single image structure that is easily editable
- Streamlining the business processes in the eight (8) functional areas of the Division
- Unifying how business is completed throughout the Division
- Implementing improved search functions
- Developing a secure system
- Improving the overall speed and accuracy of communications
- Maintaining accountability, while simultaneously decreasing the Division's reliance on paper and non-electronic formats

The business portion of this project will focus on those activities resulting in maintainable, sustainable, streamlined, and economical processes that improve the speed and ease of filing valid and reliable data, and complying with public searches and queries of that data.

Although the project does contain judgment and federal tax liens, the project will not include a Uniform Commercial Code (UCC) application. This activity is currently under contract with a Vendor through 2021. However, it is important to note the judgment and federal tax lien applications will be configured based on the Vendor's UCC application.

Planning

Policies and Procedures

Immediately after the execution of the contract between the State of Florida and the selected Vendor, the first of two priorities will be the development of the Risk Management, Change Management, Issue Resolution, Escalation, Communication, Cost Management, and other key plans, as well as the format for submitting status reports and invoices. It is the responsibility of the Vendor to engage Business Analysts to document and maintain a repository of the documents for all project team members.

Migration

Data migration, unification, reconciliation, and validation are the top priorities of this project. The data, which spans over a period of more than 21 years, must be reliable and continue its associations with the appropriate filings and assigned filing IDs, and the current filing identification processes must be maintained. The location of the data must first be identified and acquired for completeness. For the current and future states, data dictionaries must be created to identify all characteristics of the data (field name [abbreviation and full], field location, data type, string length, etc.), as well as Entity Relationship Diagrams and crosswalks. The data must be analyzed for integrity with gaps filled in where necessary and differences reconciled. The data must then be transformed from current to future state and routines created for converting and cleansing the data with the data subsequently transferred to the new databases. Testing of the processes is to be completed throughout each step. Migrations may take several reiterations and the plan must address data being added and modified throughout the project. The design, development, testing, implementation, and further testing of the migration plan must be the primary focuses of the project.

Teams and Management

The Department's management will include an Executive Management Team, Advisory Board, Project Management Team, and Business Team. These groups will interact with the lead Project Manager for the Vendor. In addition, there will be project teams (e.g., Architecture, Migration, Security, Authentication and Authorization, Testing, Training, and Functions [certifications, fictitious names, notaries, cable franchise, corporations, trade/service marks, liens, trusts, fraud, fiscal, and filings]). Each of the Division's eight (8) work areas is also a project team. Each of these teams will be led by a Vendor Senior Project Manager and have a Business Analyst, and will function as a project team led by a Junior Project Manager, if needed. The Department prefers that local resources (programmers, managers, analysts, trainers, testers, and database administrators) be selected to serve as part of the development team.

Gap Analysis and Joint Application Development

At the beginning of the project, an extensive Gap Analysis (which will compare the requirements of the Division's business registry to the COTS solution) must take place. After the gaps are identified by the project team, the team will conduct a series of Joint Application Development (JAD) sessions to identify the functional specifications. It is the responsibility of the Vendor to conduct and document the Gap Analyses and JAD sessions and generate the required functional specifications and process flows. JAD sessions are to include a PMP®, senior developer, and Business Analyst from the Vendor and a PMP® and subject matter experts (SMEs) from the Division. Based on the approved documents, the development team will create their technical specifications. It is the Department's goal that these actions occur in two (2) different blocks

of time with all documentation for the Core business registry completed and approved by June 30, 2018, and the documentation for the ancillary Service Areas completed by September 30, 2018.

Testing

The Vendor is responsible for designing, implementing, and validating a test plan for each function of the application and overall unit for which the function is deployed. Testing must include integration testing and be updated and retested for each configuration made to the code and/or functionality. All promotions are to successfully complete Beta and User Acceptance Testing (UAT) before a deployment. The Vendor must provide an issue tracking system for the reporting and tracking of “bugs” and record the name given the issue, its tracking ID, the description of the issue, the reporter, the date reported, the priority, and the severity of the issue, as well as which individual or team has been assigned to resolve the issue, its status, current ownership/assignment, and which individual tested and approved the issue/resolution for promotion.

Training

The selected Vendor is responsible for developing the training documents and their subsequent delivery for all aspects of the application for all users to include up to 150 members of the Department. It is also the Vendor’s responsibility, before deployment of the solution, to ensure staff members are competent in the navigation and use of the modernized business registry, and to provide high level assistance to all level of users. The Vendor is also responsible for defining competencies and certifying that all members have reached the defined level(s). The Vendor must also provide tutorials, responses to frequently asked questions, and navigation tips within the front end of the 504 and 508 compliant user interface.

Security

Florida’s Business Registry is an enterprise system. The Department requires the Vendor to follow all state and federal laws and regulations, as well as industry standards related to security and data protection. This begins with the system architecture, which must follow Florida Administrative Code (FAC) 74-5: Information Technology Architecture Standards. The hardware will be housed in the secure State Data Center (SDC), which is certified as a Tier III on the Uptime Institute’s four (4) tier classification system and adheres to FAC 74-3 related to data center operations. The SDC is a shared use, state-of-the-art data center, which is staffed 24/365 and provides safe and secure housing for data processing equipment and applications for a total of 34 agencies boards, commission, and municipalities.

As a Tier III center, the SDC:

- Provides a dedicated site infrastructure to support information technology beyond an office setting
- Includes a dedicated space for IT systems; an uninterruptible power supply (UPS) to filter power spikes, sags, and momentary outages; dedicated cooling equipment, which does not shut down at the end of normal office hours, and an engine generator, which protects IT functions from extended power outages
- Provides redundant critical power and cooling components to provide selected maintenance opportunities and an increased margin of safety to guard against IT process disruptions resulting from site infrastructure equipment failures. The redundant components include power and cooling equipment such as UPS modules, chillers or pumps, and engine generators
- Does not require any shutdowns for equipment replacement and maintenance

- Provides a redundant delivery path for power and cooling for the redundant critical components of Tier II, which ensures each and every component needed to support the IT processing environment can be shut down and maintained without impact on the IT operation

Should the project be moved from the SDC, the contracted data center must meet the minimum requirements of a Tier III data center and FAC 74-3. The architecture of all systems (Test, Stage, and Production) must utilize a DMZ with a firewall between the forward-facing webservers and the system servers, and a second between the servers and the database.

The project will meet or exceed the National Institute of Standards and Technology (NIST) special publication 800-53 for security controls and Florida Admin Code (FAC) 74-2 on Information Technology Security.

Organizational standard policies, processes, and procedures include those which apply to confidentiality and access of information, security and data protection, record retention, destruction of classified information, registry data and metadata, and authorized technology.

As part of the data recovery plan, the system requires offsite data backups. Neither original data nor backups may be on a non-private cloud system. Data centers and backups must be within the continental United States and owned and maintained by an American owned company.

Access to the system will be through a Secure Socket Layer (SSL) certificate utilizing 128-bit encryption or the superior Transport Layer Security (TLS).

All persons working on the project (Vendors, contractors, and state employees) must be successfully vetted with a Florida Department of Law Enforcement (FDLE) Level II background check, complete a tutorial in data security, and sign a non-disclosure agreement.

Public searches will not require credentials. Any action that modifies data must require credentials for authentication and authorization. The system will have levels of security (view-only public information up through and including changing financial data and the "Super User" who can both generate credentials and allow access).

Five (5) groups of users, each with multiple authorization levels, will be required to be authenticated as follows: 1.) Department employees will be based on information in the Department's Active Directory, 2.) users from other state agencies, 3.) users from banks and other industries, 4.) members of the public associated with a currently registered entity (current and future users), and 5.) members of the public to be associated with a future/newly formed entity.

Systems

The primary objective of the Division of Corporations' Modernization Project is to unify its bifurcated system, and eliminate the additional intermediary and ancillary systems. To meet the time constraints, the Department has determined the answer is a Commercial Off-the-Shelf (COTS) product. The final system is to be negotiated, but the Department's preferred system utilizes a .NET framework against an Oracle 12c RAC database, with the understanding the architecture and operating systems be native to the application rather than being ported to a secondary and less preferable solution.

Regardless of the solution, the system must be secure, utilizing both software and hardware security, to prevent unauthorized access. The database cannot be directly accessible from an internet location and must only allow inbound traffic from the application servers. By default, the principle of least privilege is to be employed. The data is to be encrypted. BLOB storage is not an acceptable solution for maintaining the images.

Downtime for patches or failover must be limited. This means the system must have redundancy, automatic backups with offsite duplication and automatic switchover, and remain connected to an Automatic Power Control (APC) and backup generator.

The system is to utilize a DMZ (to protect the application servers from the public internet) and a second internal firewall between the application servers and the database servers. Load balancers are to be utilized where applicable.

All documents are: 1.) to be single images and stored on image servers with all images indexed in the database and 2.) associated with all other records related to the filing.

The solution is to include development, testing, staging, and production systems with safeguards in place for promoting data both on a schedule and an emergency basis, only after being unit, integration, Beta, and User Accepted. Safeguards must be in place to back out promoted code and return the system to a defined point and time through a source control program.

The Vendor must also provide a “sandbox,” which will be used for demonstrations, testing, and training through exploration.

Project Schedule

Solicitation

Listed in the ITN is a calendar of the key events of this solicitation. All dates are to be adhered to. A contract will be executed upon the bill becoming law and funds being made available.

Execution

Project Milestones

The list of milestones is considered the draft project schedule. Working with the Department, the selected Vendor will develop Work Breakdown Structures (WBS) for each of the sub-projects. Each WBS will be more granular with each having its own waypoints. The final project schedule must result in two key events: 1.) the release of the accepted Core functions by December 31, 2018; and 2.) the release of the accepted Ancillary functions by June 30, 2019.

Although the Department prefers the traditional (waterfall) project management method, the Department recognizes that this project may be best served by an agile/incremental approach with multiple sprints/iterations.

Status reports will include an evaluation of the project schedule. Any anticipated deviation from the schedule, as soon as it is recognized, will result in a re-based alignment of the schedule and a completed risk

assessment to determine the impacts on quality, time and cost. Any potential change to any leg of the quadriade (scope, quality, time and cost) will result in a management team meeting to determine acceptable options, which will in turn be presented to both the advisory board and executive management for review and approval. All proposed changes will include at least three (3) options: one that saves costs and quality, but changes time; one that saves time and quality, but changes cost; and one that saves time and cost, but changes quality. A change in scope is not a viable option, but may be a fourth consideration.

- April 2018
 - Contract Executed
 - Approved Project Documents
- May
 - First Conversion of BLOB Images Complete (Proof-of-Concept)
- June 2018
 - Approvals
 - Migration Plan
 - Architecture Design (front facing web servers, firewalls/DMZ, processors, databases, switches, load balancers)
 - Data Security Plan
 - Backup and Disaster Recovery Plans
 - Business Rules for Core Business Registry
 - Development System Standing
- July 2018
 - "Sandbox" Stood up
 - Testing and Staging Systems Stood Up
- August 2018
 - First Data Migration Complete
 - Data Synchronization Complete
- September 2018
 - Second Data Migration Complete
 - First Round of Data Reconciliation Complete
 - Training Documents Approved (Core Functionality)
 - Second Conversion of BLOB Images Complete
 - User Notification Plan Complete (Core Functionality)
 - Approved Business Rules (Ancillary Functionality)
 - (Liens, Authentications, Cable, Trademarks, Subpoenas, Public Records)
- October 2018
 - First Round of Unit Testing Complete (Core Functionality)
 - Production System Stood Up
 - Second Data Migration Complete
- November 2018
 - Integration Testing Complete (Core Functionality)
 - Second Data Reconciliation Complete
 - User Acceptance Testing (UAT) Complete (Core Functionality)
- December 2018
 - Training Complete
 - Date Migration Complete (Core Functionality)
 - "Go Live" (Core Functionality)
- February 2019
 - First Round of Unit Testing Complete (Ancillary Functionality)

- Training Documents Approved (Ancillary Functionality)
- April 2019
 - Integration Testing Complete (Ancillary Functionality)
 - Final Reconciliation Complete
- May 2019
 - User Acceptance Testing (UAT) Complete (Ancillary Functionality)
 - Training Complete (Ancillary Functionality)
- June 2019
 - Data Migration Complete (Ancillary Functionality)
 - “Go Live” (Ancillary Functionality)

It is important to note that due to key activities within the registry, the Core business registry is best deployed in production between November 1 and December 31 of a given year, and downtime for the deployment must be kept to a minimum. Migration of historical data to the new database must occur well before the deployment, with only new and recently modified records migrated to the new database during deployment.

Deliverables

Each milestone represents a deliverable which can be invoiced by the Vendor. In addition to the milestones, each Vendor team (system, migration, Core Service Areas, Ancillary Service Areas, testing, and training) will be required to submit status reports. During the first half of each project period (defined by the milestone), reports will be bi-weekly. During the second half, status reports will be due weekly.

All deliverables will be reviewed by the Management Team, with approvals being signed-off by the Senior Project Manager and all payments approved by the appropriate Department of State’s Division of Administrative Services staff.

In addition to the milestones listed, other deliverables include the following identified Deliverables, Tasks, Performance Measures and Financial Consequences.

Deliverables, tasks, performance measures and financial consequences will be further defined and are subject to negotiations.

**This document continues on the next page
with the 17 tables describing Deliverables/Tasks, Performance Measures and Financial Consequences.**

Planning Phase		
Deliverable No. 1 – Introduction and Project Management Plan		
Description/Tasks	Performance Measures	Financial Consequences
<p>Conduct project kickoff meeting(s) at DOS's location.</p> <p>Develop the Project Management Plan (PMP) and the PMP sub-plans:</p> <ul style="list-style-type: none"> • Project Plan Summary; • Project Scope Management Plan; • Resource Management Plan; • Risk Management Plan; • Communication Plan; • Project Change Management Plan; • Project Schedule (developed in Microsoft Project format); • Quality Management Plan; • Security Management Plan. 	<p>Conduct kickoff meeting and provide completed Project Management Plan (PMP) and PMP sub-plans, as specified, within 10 business days of contract execution.</p> <p>Evidence of sign-in sheet, PMP plans and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to conduct kickoff meeting and provide PMP Management Plan and sub-plans within 10 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 1 - \$Cost		
Analysis and Design Phase		
Deliverable No. 2 – Gap Analysis and Requirements Validation		
Description/Tasks	Performance Measures	Financial Consequences
<p>Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that the Department must follow in the administration of its various programs, and identify the gaps between them, and then provide a list of the requirements to DOS.</p> <p>Then map each requirement to the proposed product/solution.</p>	<p>Perform Gap Analysis and Requirements Validation, as specified, and map the requirements to the proposed solution within 45 business days of contract execution.</p> <p>Evidence of requirements documents and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to Perform Gap Analysis and Requirements Validation within 45 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 2 - \$Cost		

Deliverable No. 3 – System Documentation		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop the System Design Document and include the supporting documents:</p> <ul style="list-style-type: none"> • Business Design Document; • User Interface Control Document; • Systems Integration Document; • Entity Relationship Diagram; • Data Dictionary; • Infrastructure Requirements; • Security Requirements; • ADA Compliance Requirements; • Maintenance Requirements; • User Documentation Requirements. <p>Develop the Interface Specification Design Document.</p> <p>Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.</p>	<p>Develop the System Design Document, Interface Specification Design Document and Reports Inventory, as specified, within 100 business days of contract execution.</p> <p>Evidence of the development of the System Design Document, Interface Specification Design Document and Reports Inventory and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to develop the System Design Document, Interface Specification Design Document and Reports Inventory within 100 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 3 - \$Cost		
Configuration and Development Phase		
Deliverable No. 4 – Traceability Matrix		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the system requirements that must be met by the delivered solution.</p>	<p>Develop the Traceability Matrix, as specified, within 110 business days of contract execution.</p> <p>Evidence of the customized solution based on Gap Analysis, supported by a Traceability Matrix and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to develop the Traceability Matrix within 110 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 4 - \$Cost		
Deliverable No. 5 – Solution Prototype		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop a working prototype of the configured solution for DOS in a testing and sandbox environment based on the requirements identified in the Traceability Matrix.</p>	<p>Provide a working prototype of the solution in a testing environment, as specified, within 120 business days of contract execution.</p> <p>Evidence of the working prototype and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to provide a working prototype of the solution within 120 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 5 - \$ Cost		

Testing Phase		
Deliverable No. 6 – Master Test Plan		
Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression and security testing.	<p>Development of the Master Test Plan, as specified, within 130 business days of contract execution.</p> <p>Evidence of the development of the Master Test Plan and any other required documentation must be submitted and approved by DOS.</p>	Failure to provide the Master Test Plan within 130 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 6 - \$ Cost		
Deliverable No. 7 – Automated System Testing and Results		
Description/Tasks	Performance Measures	Financial Consequences
Develop automated system test scripts, reports, complete system test, and submit test logs and results.	<p>Development of the automated system test scripts and complete system test, as specified, within 135 business days of contract execution.</p> <p>Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation must be submitted and approved by DOS.</p>	Failure to provide the automated system test scripts and complete system test, along with required documentation as specified, within 135 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 7 - \$ Cost		
Deliverable No. 8 – User Acceptance Testing		
Description/Tasks	Performance Measures	Financial Consequences
Conduct User Acceptance Testing (UAT). Provide the detailed results of the UAT execution.	<p>Completion of User Acceptance Testing, as specified, within 155 business days of contract execution.</p> <p>Evidence of the completion of User Acceptance Training, along with detailed results and any other required documentation must be submitted and approved by DOS.</p>	Failure to complete User Acceptance Testing with detailed results, as specified, within 155 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 8 - \$ Cost		

Data Migration Phase		
Deliverable No. 9 – Data Conversion and Migration Plans		
Description/Tasks	Performance Measures	Financial Consequences
<p>Development of a Data Conversion Plan which must include details of the methods and processes to execute the required data conversions from the Legacy systems to the new system.</p> <p>Develop a Data Migration and Mapping Plan which includes necessary translation of Legacy data elements to the data elements in the new solution.</p>	<p>The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 165 business days of contract execution.</p> <p>Evidence of the completion of Data Conversion Plan and the Data Migration and Mapping Plan, along with detailed results and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to complete The Data Conversion Plan and the Data Migration and Mapping Plan with detailed results, as specified, within 165 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 9 - \$ Cost		
Deliverable No. 10 – Data Conversion and Migration		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop the Data Conversion Report which includes the detailed metrics and disposition of data elements from the Legacy systems to the new solution.</p> <p>Perform the data load during the Development phase and ensure load was successful before system deployment.</p>	<p>The Data Conversion Report and the Performance of the data load during the Development Phase must be completed, as specified, within 180 business days of contract execution.</p> <p>Evidence of the completion of Data Conversion Report and the Performance of the data load during the Development Phase, and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to complete The Data Conversion Report and the Performance of the data load during the Development Phase, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 10 - \$ Cost		
Implementation Phase		
Deliverable No. 11 – Implementation Plan and Deployment Checklist		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop the Detailed Implementation Plan which must outline the detailed processes and approach to the implementation of the new solution.</p> <p>Develop the Deployment Checklist which must define the step by step processes and timing that must be adhered to for the successful pre-implementation, implementation and post-implementation of the new solution.</p>	<p>The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 180 business days of contract execution.</p> <p>Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to complete Detailed Implementation Plan and Deployment Checklist, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 11 - \$ Cost		

Deliverable No. 12 – Working System and Supporting Documentation		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop and deliver a Final System and User Documentation required for the operation of the overall solution, which must include system details, and user documentation specific to the Department.</p> <p>Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:</p> <ul style="list-style-type: none"> • System Administration Manual; • User Manual; <p>Deliver a working system in a Production environment.</p>	<p>Completion of Final System and User Documentation, to DOS's satisfaction, and delivery of a working system in the Production environment, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 200 business days of contract execution.</p> <p>Evidence of the completion of the Final System and User Documentation must include the System Administration Manual and User Manual; Evidence of a working system in the Production Environment, and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to complete the Final System and User Documentation, and delivery of a working system in the Production environment, as specified, within 200 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 12 - \$ Cost		
Training Phase		
Deliverable No. 13 – Training Materials and Knowledge Transfer Plan		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the DOS administrators and users of the new system.</p> <p>Develop a knowledge transfer plan that includes information on how DOS administrators will make future configuration and modifications to System.</p>	<p>The Final Training Materials and the Knowledge Transfer Plan must be completed, as specified, within 165 business days of contract execution.</p> <p>Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted and approved by DOS.</p>	<p>Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 165 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 13 - \$ Cost		

Deliverable No. 14 – Knowledge Transfer		
Description/Tasks	Performance Measures	Financial Consequences
Conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan.	<p>Completion of conducting the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 195 business days of contract execution.</p> <p>Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted and approved by DOS.</p>	Failure to completely conduct the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 195 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 14 - \$ Cost		
Deliverable No. 15 – Transition Plan		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Transition Plan which identifies the approach and milestones necessary to transfer operation of the system from the contractor to the department.	<p>Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 12.</p> <p>The Transition Plan, as specified, and any other required documentation must be submitted and approved by DOS.</p>	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 12, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 15 - \$ Cost		
Deliverable No. 16 – Transition Completion Report		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	<p>Submittal of the Transition Completion Report, as specified, within 10 business days of acceptance of Deliverable 15.</p> <p>The Transition Completion Report, as specified, and any other required documentation must be submitted and approved by DOS.</p>	Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 15, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 16 - \$ Cost		

Deliverable No. 17 – Project Closure		
Description/Tasks	Performance Measures	Financial Consequences
<p>Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports.</p> <p>Supporting reports to the Project Closure Report that shall be provided by the contractor include:</p> <ul style="list-style-type: none"> • Project Lessons Learned Project Report; • Project Release Document (Signed); • Post Implementation Review Report; • Post Implementation Evaluation Report; • Change Log (Closed Out); • Contract(s) Closure. 	<p>Submittal of the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 16.</p> <p>The Project Closure Report must be evidenced by documentation required below, and any other required documentation and must be submitted and approved by DOS:</p> <ul style="list-style-type: none"> • Project Lessons Learned Project Report; • Project Release Document (Signed); • Post Implementation Review Report; • Post Implementation Evaluation Report; • Change Log (Closed Out); • Contract(s) Closure. 	<p>Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
		Deliverable 17 - \$ Cost

The full Scope of Work (SOW) will be included in the procurement documents. Deliverables performance will be compared against the Requirements Traceability Matrix (RTM).

Project Management

The Department has designated a Project Manager to serve as the primary project manager for Division of Corporations' Business Registry Modernization Project. Unless the Department notifies the Vendor otherwise, the Department's Project Manager shall: 1.) carryout the Department's administrative and management functions for this project, 2.) be responsible for the acceptance of all Contract deliverables, and 3.) provide support and overall direction to Vendor.

The Vendor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this contract, including any mutually agreed upon Scope of Work. The Vendor's Project Manager will prepare a Project Plan which must be reviewed and approved by the Department. The Vendor's Project Manager shall direct and manage the project on a day-to-day basis and have the primary responsibility for management of the project. The Vendor's Project Manager and lead consultants will report to the Department's project manager within the project's governance structure.

During the planning phase, Vendor will be responsible for the project management related tasks/information below:

- the development of a detailed work breakdown structure to include:
 - a schedule including tasks, activities, activity duration, sequencing and dependencies
 - the completion date of each task
 - milestones, including entrance and exit criteria for specific milestones
- the development of the Human Resources Plan to include:
 - staff assigned, their role, their location, and schedule
 - the project resources required
 - resource allocation percentage by role
 - Vendor's resources and Department resource requirements
- the development of a Communication Plan including a plan for generation, documentation, storage, transmission and disposal of project information
- the creation of the Risk Management Plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively
- the development of the Training Plan
- the development of the Implementation Plan
- development of the Transition Plan. (This plan shall describe the steps necessary to turn the final deliverables over to the Department. The plan shall contain sufficient information to assure that all necessary steps are identified and that each step has sufficient resources assigned.)
- the development of the Project Closeout Report to include participation in the lessons learned exercise

In addition, the Vendor will:

- Provide a Quality Management Plan, which must include the method for maintaining quality of the code and workmanship, and the related Vendor activities where appropriate
- Provide a Test Management Plan, which must describe how the Vendor and the Department will verify the product meets the requirements
- Assist with the acceptance criteria for deliverables

Oversight

A project of this complexity requires proper management and advisory boards. The Agency for State Technology (AST) will provide oversight. The project will follow the Florida Administrative Code (74-1 FAC) for Project Management and Oversight. The project will also require Independent Validation and Verification (IV&V).

Management

Management will include an Executive Management Team, Advisory Board, Project Management Team, Business Team, and Project Management Teams. The Vendor will identify a lead project manager who will interact with the Executive Management Team, Advisory Board, Project Management Team, and Business Team.

Both the Department and the Vendor will designate a project team for the following areas:

- Core (Business Registrations and Fictitious Names)
- Ancillary systems (Liens, Authentications, Cable Franchise Registration, Service and Trademarks, Service of Process/Subpoenas, and Public Records & Exemption Requests)
- Architecture/System/Database

- Migration
- Security (to include authentication and authorization)
- Testing
- Training

The Vendor will provide a junior project manager to interact with each project team and the Department's Project Manager for each team. Other teams may be defined as needed (fiscal, images, correspondence, queries).

Project Managers are to be Project Management Professionals (PMP®) as certified by the Project Management Institute (PMI).

Documentation

It will be the responsibility of the selected Vendor to provide all documentation, which must include, but will not be limited to:

- Minutes of all meetings
- Project documents (e.g., Change Management and Escalation Plan, Communication Plan, Issue Resolution Plan, Cost Management, Equipment/Materials Resource Plan) – If an AST form exists, all documentation will utilize the Florida Agency for State Technology template. If AST does not have an existing template, the PMI form will be used
- Technical specifications
- Functional specifications
- Data dictionaries and Entity Relationship Diagrams
- Testing plans
- Training documents
- Status Reports

Support

Warranty

The solution must include a one-year warranty.

Maintenance

The Vendor must provide maintenance support on an annual basis, as well as options for additional configurations and enhancements.

Technical

The Vendor must provide technical support for the solution and should include a tiered technical support plan in their proposal.

Location of Work

The project teams are to be headquartered at the Clifton Building, which currently houses the Division of Corporations, and the R.A. Gray Building, which currently houses the Bureau of Departmental Information Services (BDIS). The Department will provide reasonable workspace, along with telephone and network access. The Vendor will be required to provide workstations for its team members along with any required or appropriate software. The Vendor, its employees and contractors must abide by all industry and Department standards for cybersecurity.

The Vendor may have members work offsite; however, these members must be available during normal Department of State business hours. The Vendor will be responsible for all travel.

Documents and Forms

It is the responsibility of the Vendor to verify that all documents and forms located on the Division's Sunbiz Website (<http://dos.myflorida.com/sunbiz/>) are represented in the solution. The downloadable documents must have links available within appropriate places within the solution. Forms, where appropriate, will be converted into an electronic version, modified to a downloadable version only, or be available both for electronic submission and for hardcopy submission to the Division.

Ownership

The Vendor will ensure all software complies with the specifications and will provide all software to the State in both object code and source code form.

- 1) Source code and License fee
The Vendor Must:
 - a. Provide a perpetual license to the state per the cost proposal and licensing agreement provided
 - b. Place licensed source code into an escrow account per the negotiated Escrow Agreement
 - c. In the event that the State of Florida opts to maintain the system themselves, the state may purchase the source for a onetime fee. Vendor retains full intellectual property rights to the code. Florida would own the code for purposes of internal maintenance and enhancements only, and would not be permitted to sell, loan, give away or in any other way make the platform or application code publically available outside of Florida environment
- 2) All technical design documents, system architecture, and documentation necessary for ongoing support and enhancement are to be provided to Florida
- 3) Further, the source code is to be fully commented
- 4) This project includes modules that may not yet be developed by the Vendor. For the development of the modules for those activity areas, the Vendor is considered a Work for Hire. The modules are the property of the State of Florida with use by the Vendor to be negotiated.
- 5) All data and images are the property of the State of Florida.

Escrow

The vendor will deliver each deliverable, and install all software, on or prior to the applicable Milestone Date in accordance with the delivery criteria set in the Statement of Work. The Vendor will deliver each software deliverable, including complete documentation and the applicable source code will be placed in escrow following each major release. No Software Deliverable will be deemed to have been delivered or installed unless it complies with the preceding sentence.

In the event the Vendor does not meet its obligations or is no longer in business, the solution will come out of escrow and become the property of the State of Florida, as per the Escrow Agreement.

Hosting and Maintenance

It is the intent for the solution to be hosted onsite (AST's data center at Southwood in Tallahassee, FL). The proposed architecture, software, operating systems, and bandwidth will be the same if the solution is hosted at the Southwood Center or by the Vendor. If hosted at the Southwood site, the cost for hosting the DOC Business Registry will have the same discounts for all Vendor proposed solutions. For these and other reasons, the hosting and maintenance solutions are to assume that the Vendor is providing all of the hardware, software, operating systems, bandwidth, and licensing, as well as managed server fees. This descriptions and costs are to assume all environments, following the schedule listed in this document, with the growth rate described, and for an additional five (5) years.

Glossary	
Term	Description
Abandonments	Customers who do not wish to continue the process of creating a corporation entity with the state of Florida may request an abandonment of the application process
Amendments	Users have the option to amend certain details associated to an entity. Changes to ownership, registered agents, officers or physical address may be addressed via the amendment process
Ancillary Systems	The sub systems that include services provided by the Division of Corporations that are not a part of the Core Service Areas. Those areas include but are not limited to: Federal Tax Liens, Authentications (Notary and Apostilles Certifications), Cable Franchise
Annual Reporting	Each year an active corporation must file an annual report with the department of state via the Sunbiz.org website. Currently annual reports are due each year between January 1 st and May 1 st
Apostille	A certificate issued by a designated authority in a country where the Hague Convention Abolishing the Requirement for Legalization of Foreign Public Documents, Apostille Convention, is in force.
Audit Event	A security-relevant chronological record, set of records, and/or destination and source of records that provide documentary evidence of the sequence of activities that have affected at any time a specific operation, procedure, or event.
Authentication	The process of verifying the credentials of the notary or elected/appointed official. (non-apostille countries)
Bulk RA's	Customers may request the updating of several registered agents (RA's) for several corporations at once. When this type of request is received, the corporation system users will request a mass update to these corporate entities.
Calendaring	The system schedule used by the Division of Corporations to run required batch jobs, monthly reports and mass mailings.
Certification	The action or process of providing a certificate of status or certified copy; or an official document attesting to a particular filed document or status.
Certified Copy	A legal document issued that certifies an attachment is a true and correct copy filed with the Florida Division of Corporations.
Certificate of Status	A legal document issued by the Florida Department of State to show that a company is active and has paid the initial filing fees or annual report after the first year. Some banks and governmental agencies require this certificate as verification that the company is an active Florida company.
Classes	The classification of Products ("goods") and services as organized by the U.S. Patent and Trademark Office (USPTO) according to specific categories, or "classes."
Core System	The central business processes as defined by the corporations' system stakeholders. The core system is comprised of approximately 14 functional areas. Also known as the business registry.
Correspondence	A system used to create communication and send communication via email, fax, or mail to customers regarding their corporation account.

Dissolution	The process of deactivating certain Florida entities by administrative means or request from the entity.
Events	A term used to identify a document submitted to change or update a filing or record with the State of Florida. An event must be identified in the system as an historical record.
Fiscal System	The ability to validate, associate, reconcile, adjust and report any money received.
Fictitious Name	Refers to the registration of a name in the state of Florida that is different from a personal name, if doing business as a sole proprietor or different from an entity's legal name, if the company has incorporated or otherwise formed a separate legal business entity. Also known as Doing Business As.
Functions	Identified as the crucial tasks that must occur for all service areas. These tasks include but are not limited to: Fiscal, Imaging, Correspondence and Inquiry
Hague Convention	Abolishing the requirement of legalization for foreign public documents
Imaging	The ability to create an archival permanent imaged record as required by law that can be retrieved, displayed and printed upon request.
Inquiry	The process of searching for entity records, images and other identifiable data in the DOS system
Migration	The process of moving data from one or several existing database structures to another.
Name History	A historical record of all the names used by an entity to include the beginning and end date for each name.
Notary	A person approved by the state of Florida that can officially notarize documents (deeds, wills, power of attorney etc.)
Projection (BLOB storage)	A cloud storage solution for modern applications that rely on durability, availability, and scalability to meet the needs of their customers. Certain functionality such as annual reports, reinstatements etc. currently reside in our projection/BLOB storage environment.
Role Authentication	The process of identifying an individual, usually based on a username and password.
Role Authorization	The function of specifying access rights to resources related to information security and computer security
Scanning	The ability to scan documents received (e.g. application, checks etc.) for a legal business entity and associate them to the entity information. (This process is closely tied with the imaging process).
Security	The ability to provide protection of information systems from theft or damage to the hardware, the software, and to the information on them.
Service Areas	Identified as the areas of service that the DOS provides to the business community. Service areas have been identified as Core Service Areas and Ancillary Service Areas in this document
System Acceptance	The practice of accepting or rejecting the developed product presented at the end of a project development lifecycle.
Testing	The practice of using several methods of testing code development to ensure quality, performance and user acceptance.
Training	The practice of training end users how to use a newly developed product or system.

VMS Legacy System	Virtual Memory System is an operating system from the Digital Equipment Corporation (DEC) that runs in its older mid-range computers. This system is currently used to process new corporation entities and other department of state business.
UAT (User Acceptance Testing)	A project phase created for the business owner and other stakeholders to review and test various stages of the current development cycle.

Index	
Acronym	Name
ACH	Automatic Clearing House
BLS	Business and Licensing System
COTS	Commercial Off-The-Shelf
DBA	Doing Business As
DOC	Division of Corporations
DOS	Department of State
EDMS	Enterprise Document Management System
FLAIR	Florida Accounting Information Resource
FTP	File Transfer Protocol
GAAP	Generally Accepted Accounting Principles
ITD	Information Technology Department
LLC	Limited Liability Company
NSF	Non-Sufficient Funds
PALM	Planning, Accounting, and Ledger Management System for Florida
PEO	Professional Employer Organization
PLLC	Professional Limited Liability Company
PLLP	Professional Limited Liability Partnership
RFP	Request for Proposal
SAMAS	State Automated Management Accounting System
SOS	Secretary of State

Key Functional and Administrative Features

Corporations

Florida Profit/Non-Profit Articles of Incorporations	New Filing Section
Florida Profit Social Purpose or Benefit Articles of Incorporation	New Filing Section
Domestications of Foreign Corporations	New Filing Section
Conversions - Other Business Entity to Florida Corporation	New Filing Section
Non-Profit Reincorporations	New Filing Section
Conversions of Florida Corps to Non-Florida Entities	Amendment Section
Corp Amendments/Dissolutions/Withdrawals/Corrections	Amendment Section
Corporate Revocations of Dissolution/Share Exchanges	Amendment Section
Corporate Mergers/Registered Agent Changes	Amendment Section
Corporate Officer/Director Resignations/Affidavits	Amendment Section
Corporate Registered Agent Changes	Amendment Section
Corporate Registered Resignations	Amendment Section
Foreign Alternate Name Resolutions	Amendment Section
Foreign Corporation Qualifications	Registration Section
Corporation Annual Reports	AR/Reinstatement Section
Corporation Reinstatements	AR/Reinstatement Section

Limited Liability Companies (LLC)

Florida LLC Articles of Organization	New Filing Section
Other Business Entity Conversion to Florida LLC	New Filing Section
Florida LLC Converting to Non-Florida Entity	Registration Section
Foreign LLC Qualifications	Registration Section
Domestication of NonUS to Florida LLC	Registration Section
LLC Amendments/Dissolutions/Withdrawals/Corrections	Registration Section
LLC Revocations of Dissolution/Notices of Dissolution	Registration Section
LLC Interest Exchanges and Abandonments	Registration Section
LCC Conversion and Domestication Abandonments	Registration Section
LLC Stmts. of Denial, Termination, and Authority	Registration Section
LLC Amendments or Cancelations of Stmt. of Authority	Registration Section
LLC Registered Agent Changes	Registration Section
LLC Registered Agent Resignations	Registration Section
LLC Member or Manager Resignations/Dissociations	Registration Section
LLC Consent to Adopt or Renounce Alternate Name	Registration Section
LLC Mergers and Abandonments	Amendment Section
LLC Reinstatements	AR/Reinstatement Section
LLC Annual Reports	AR/Reinstatement Section

General Partnerships/Limited Partnerships

General Partnership Filings	Registration Section
Limited Partnership Filings (With the exception of ARs and Reinstatements)	Registration Section
Limited Liability Partnership Filings (With the exception of ARs and Reinstatements)	Registration Section
LP and LLP Annual Reports	FIC/AR/Reinstatement Section
LP and LLP Reinstatements	FIC/AR/Reinstatement Section

Fictitious Names

Registrations
Cancellations/Re-Registrations
Renewals

FIC Name/AR/Reinstatement Section
FIC Name/AR/Reinstatement Section
FIC Name/AR/Reinstatement Section

Trade and Service Marks/Collective and Certification Marks

Registrations
Renewals
Cancellations
Name Changes
Assignments

Registration Section
Registration Section
Registration Section
Registration Section
Registration Section

Liens

All Federal Tax Lien Filings
All Judgment Lien Filings

New Filing Section
New Filing Section

Apostilles

Apostille Section

Internet Support

Internet Access Section

Sunbiz Pre-Paid Accounts

Internet Access Section

Certification/Copy Request

Certification Section

Service of Process

Certification Section

Notary Public

Notary Public Unit

Cable Franchises

Amendment Section

Alien Business Organizations

RA Designations, Resignations, Changes, & Withdrawals

Registration Section

Miscellaneous Registered Agent Designations

Pesticide Licenses
Operator of Terminal Facility or Vessel

Registration Section
Registration Section

Miscellaneous Registrations

Stamped or Marked Containers and Baskets
Linen Supplier Name

Registration Section
Registration Section

Limited Agricultural Associations

Articles of Association
Conversions to Florida Not For Profit Corporation
Dissolution

New Filing Section
New Filing Section
Registration Section

Corporate Foreign Name Registrations

Registrations and Renewals

Registration Section

Cross-Entity Mergers

Amendment Section

Declarations of Trust

New Filing Section

Foreign Unincorporated Association Registration

Chief, Bureau of Commercial Recording

Division of Corporations Sub-Systems

The following is a summary list of the intermediary and ancillary systems that are part of the Division of Corporations' Business Registry.

COR SYSTEM

This system is used for Corporation, Limited Liability Company, Limited Partnership, Trademark/Service Mark, Alien Business Organization and other business entity filings. Within this system, the system or examiner reviews the filing for statutory compliance. The system or examiner adds or updates the COR database based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The system or examiner uses the correspondence application to acknowledge, certify and/or reject the filing by fax, email, or mail. The Division is able to scan, archive, post and/or create an image of the document within the system. Documents for online filings are created and made available programmatically. Documents received by fax or mail must be scanned by the Document Imaging Section. The system provides the public with access to business entity filings via the web and the examiner access via DOC in-house applications.

COR/Cloud Annual Report Subsystem

This system is used for Corporation, Limited Liability Company, and Limited Partnership Annual Report filings. Within this system, the document is submitted via the web. The system reviews the filing for statutory compliance. The system updates the appropriate record based on the information contained therein. DOC Fiscal creates the fiscal payment for the filing and the system connects the filing to the payment. The system uses the correspondence application to acknowledge the filing, if the certificate option is utilized. Payment may be submitted online or by mail. Once filed and posted, the Annual Report documents are made available programmatically. The system provides access to the Annual Report filings via the web.

COR/Cloud Reinstatement Subsystem

This system is used for Corporation, Limited Liability Company, and Limited Partnership Reinstatement filings. Within this system, the document is submitted via the web. The system reviews the form for statutory compliance. Name searches are conducted and approved by examiners, when warranted. The system updates the appropriate record based on the information contained therein. DOC Fiscal creates the fiscal payment for the filing and the system connects the filing to the payment. The system uses the correspondence application to acknowledge the filing, if the certificate option is utilized. Payment maybe submitted online or by mail. Once filed and posted, the Reinstatement documents are made available programmatically. The system provides access to the Reinstatement filings via the web.

FIC SYSTEM

This system is used for Fictitious Name Registration filings. Within this system, the system or examiner reviews the filing for statutory compliance. The system or examiner adds or updates the FIC database based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to acknowledge, certify and/or reject the filing by fax, email, or mail. The Division is able to scan, archive, post and/or create an image of the document within the system. Documents for online filings are made available

programmatically. Documents received by fax or mail must be scanned by the Document Imaging Section. The system provides the public with access to Fictitious Name Registration filings via the web and the examiner access via DOC in-house applications.

GEN SYSTEM

This system is used for General Partnership and Limited Liability Partnership filings. Within this system, the examiner reviews the filing for statutory compliance. The examiner adds or updates the GEN database based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to acknowledge, certify and/or reject the filing by fax or mail. The Division is able to scan, archive, and/or post an image of the document within the system. Documents are received by fax or mail and must be scanned by the Document Imaging Section. The system provides the public with access to General Partnership and Limited Liability Partnership filings via the web and the examiner access via DOC in-house applications.

GENCOR SYSTEM

This system is used for cross-entity filings involving at least one or more business entity filings found on the COR database and one or more business entity filings found on the GEN database. Within this system, the examiner reviews the filing for statutory compliance. The examiner adds or updates the COR and GEN databases based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner uses the COR or GEN correspondence application to acknowledge, certify and/or reject the filing by fax, email, or mail. The Division is able to scan, archive, and/or post an image of the document within the system. Documents are received by fax or mail and must be scanned by the Document Imaging Section. The system provides the public with access to business entity filings via the web and the examiner access via DOC in-house applications.

FEDERAL TAX LIEN SYSTEM

This system is used for Federal Tax Lien filings. Within this system, the examiner reviews the filing for statutory compliance. The system or examiner adds or updates the LIEN database based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to reject by mail. The Division is able to scan, archive, and post an image of the document within the system. Documents are received by mail and must be scanned by the Document Imaging Section. The system provides the public with access to Federal Tax Liens via the web and the examiner access via DOC in-house applications.

JUDGMENT LIEN SYSTEM

This system is used for Judgment Lien filings. Within this system, the examiner reviews the filing for statutory compliance. The examiner adds or updates the JUDGMENT LIEN database based on the document and information contained therein. DOC Fiscal creates the fiscal payment for the filing and the system connects the filing to the payment. The examiner is able to use the correspondence application to acknowledge, certify and/or reject the filing by mail or email. The Division is able to scan, archive, post and/or create an image of the document within the system. Electronically filed documents are made available programmatically. Documents received by mail must be scanned by the Document Imaging Section. The system provides both the public and examiner with access to Judgment Lien filings via the web.

SERVICE OF PROCESS SYSTEM

This system is used for Service of Process requests. Within this system, the examiner reviews the document for statutory compliance. DOC Fiscal creates the fiscal payment for the document and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to acknowledge, certify and/or reject the filing by mail. The Division is able to archive the document within the system. Documents are received by mail.

NOTARY PUBLIC SYSTEM

This system is used for Notary Public Applications. Within this system, the examiner reviews the application for statutory compliance. The system creates or alters the Notary Public Record on the NOTARY database based on the information contained therein. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to acknowledge or certify the application by mail. The Division is able to scan, archive and create an image of the application within the system. Documents for notary applications are available to the examiner via a DOC in-house application. The system provides the public with access to Notary Public Records via the web and the examiner access via DOC in-house applications.

APOSTILLES SYSTEM

This system is used for Apostille requests. Within this system, the examiner reviews the document for statutory compliance. DOC Fiscal creates the fiscal payment for the document and the examiner connects the filing to the payment. The examiner is able to use the correspondence application to certify and/or reject the request via a DOC in-house application. Documents are received by mail.

CABLE FRANCHISE SYSTEM

This system is used for Cable Franchise Filings. Within this system, the examiner reviews the filing for statutory compliance. The examiner adds or alters the in-house Cable Franchise Record based on the document and information contained therein utilizing a DOC in-house application. DOC Fiscal creates the fiscal payment for the filing and the examiner connects the filing to the payment. The examiner is able to use a DOC in-house application to acknowledge or reject the Cable Franchise Filing by mail. The Division is able to scan, archive, and post an image of the document using a DOC in-house application. Documents are received by mail. The system provides the public and examiner with access to the Cable Franchise Records via the web.

DOC FISCAL SYSTEM

This system is used for DOC Fiscal payments, deposits, summaries and reports. Within this system, a DOC Fiscal payment is created and connected to the appropriate filing or record. Records are used for verification and auditing purposes. The system also allows and provides for coordinated reconciliation activities between the Division of Corporations and the Division of Administrative Services with respect to the functionalities of the State's FLAIR system. Deposits account for revenue received. Summaries are utilized to reconcile revenue received. Daily and monthly reports record reconciled revenue and allocated categories. Payments within the system may be made by credit card (utilizing a third party vendor), check and Sunbiz E-File pre-paid account. Payments are also associated, processed, disbursed, adjusted, and refunded within the system.

ATTACHMENT D - COST REPLY SHEET

The Respondent should propose a fixed price for the duration of the contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in Attachment C – Scope of Work, of this ITN.

Initial Implementation Cost

A. Services to produce the following Deliverables, as stated in Attachment C of this ITN:

Deliverable	Costs
1: Introduction and Project Management Plan	
2: Gap Analysis and Requirements Validation	
3: System Documentation	
4: Traceability Matrix	
5: Solution Prototype	
6: Master Test Plan	
7: Automated System Testing and Results	
8: User Acceptance Testing	
9: Data Conversion and Migration Plans	
10: Data Conversion and Migration	
11: Implementation Plan and Deployment Checklist	
12: Working System and Supporting Documentation	
13: Training Materials and Knowledge Transfer Plan	
14: Knowledge Transfer	
15: Transition Plan	
16: Transition Completion Report	
17: Project Closure	
Total Cost (Subtotal)	

B. List any additional costs to secure usage of solution. In response to this part B, Respondent must include all costs associated with the use of Respondent’s solution, including but not necessarily limited to license, hosting, or support fees that will be charged by Respondent, and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee, or a third party fee.

Fee Type	Cost	Justification
License Fee		
Hosting Fee		
Implementation Support Rate		
TBD*		
TBD*		
TBD*		
Additional Cost (Subtotal)		

*Note: TBD entries should provide the Respondent the opportunity to list additional recurring fees that DOS may not have considered. Additional items may be added as necessary.

Description	Costs
Deliverable Subtotal	
Additional Cost Subtotal	
Total Implementation Cost	

Yearly Maintenance Cost

Specify all recurring costs to secure usage of solution. In response to this part C, Respondent must include all costs associated with the continued use of Respondent’s solution, including but not necessarily limited to license, hosting, or support fees that will be charged by Respondent, and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee, or a third party fee, and whether each type of fee will be charged one time, annually, or on some other schedule.

Description	Year One 7/1/2019 – 6/30/2020	Year Two 7/1/2020 – 6/30/2021	Year Three 7/1/2021 – 6/30/2022	Year Four 7/1/2022 – 6/30/2023	Year Five 7/1/2023 – 6/30/2024
License Fee					
Hosting Fee					
Post Implementation Support Rate					
TBD*					
TBD*					

*Note: TBD entries should provide the Respondent the opportunity to list additional recurring fees that DOS may not have considered.

Optional Renewal Cost - (07/01/2024 – 06/30/2029)

Specify all recurring costs to secure usage of solution. In response to this part C, Respondent must include all costs associated with the continued use of Respondent’s solution, including but not necessarily limited to license, hosting, or support fees that will be charged by Respondent, and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee, or a third party fee, and whether each type of fee will be charged one time, annually, or on some other schedule.

Description	1 st 1-year Renewal Option 7/1/2024 – 6/30/2025	2 nd 1-year Renewal Option 7/1/2025 – 6/30/2026	3 rd 1-year Renewal Option 7/1/2026 – 6/30/2027	4 th 1-year Renewal Option 7/1/2027 – 6/30/2028	5 th 1-year Renewal Option 7/1/2028 – 6/30/2029
License Fee					
Hosting Fee					
Post Implementation Support Rate					
TBD*					
TBD*					

*Note: TBD entries should provide the Respondent the opportunity to list additional recurring fees that DOS may not have considered

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**
***This individual must have the authority to bind the Respondent.**

ATTACHMENT E - DRUG FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties, that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the scope of this proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the scope of this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT'S SIGNATURE

Name (typed or printed)

Title

Date

ATTACHMENT F - DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of DOS, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Vendor's firm or any of its branches or affiliates. All Vendors must also disclose the name of previous employee of DOS who has received or will receive compensation of any kind to seek to influence the actions of DOS in connection with this procurement.

The following persons are officers, directors, employees, or agents of Vendor's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Vendor's firm:

_____	_____
_____	_____

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Vendor:

_____	_____
_____	_____

The Vendor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

ATTACHMENT G - REFERENCE QUESTIONNAIRE

Responding Vendor Name: _____

Vendor Address: _____

The Vendor listed above intends to submit a Reply to the State of Florida, Department of State in response to an Invitation to Negotiate (ITN) for DOC COTS Business Registry Solution. This form must be completed by the person giving the reference for the Vendor. For the purpose of this form, the Vendor has previously provided a business registry solution and related services to your organization. Upon completion of this form, please return the **original** to the **Vendor**.

The Florida Department of State may contact you directly for additional information or request for clarifications.

INSTRUCTIONS:

- Complete the questionnaire using this form and attach additional pages as needed
- Sign and date the completed questionnaire
- Seal the signed and dated questionnaire in a new standard envelope
- Sign in ink across the sealed portion of the envelope
- Return the sealed envelope containing the completed questionnaire directly to the Vendor for inclusion in their response
- Please be aware that all references provided for this Vendor in reference to this ITN solicitation will become public record in accordance with Chapter 119, Florida Statutes.

Name of person providing the reference: _____

Title of the person providing the reference: _____

Name of the Organization of the person providing the reference: _____

Telephone number of the person providing the reference: _____

Email address of the person providing the reference: _____

Relationship to the Vendor (e.g., client, customer): _____

Name of Reference _____ Vendor being Evaluated _____

1. Briefly describe the services the Vendor provides/provided to your company or organization?

2. How well did the Vendor adhere to the agreed upon standard of services?

(Please respond by circling the appropriate number on the scale below)

0 | 1 | 2 | 3 | 4 | 5
Not Satisfied Satisfied

If you circled three (3) or less on the scale above, what could the Vendor have done to improve the rating?

3. How would you rate the Vendor's quality of technical customer support?

(Please respond by circling the appropriate number on the scale below)

0 | 1 | 2 | 3 | 4 | 5
Not Satisfied Satisfied

If you circled three (3) or less on the scale above, what could the Vendor have done to improve the rating?

4. How would you rate the search and retrieval capabilities for the Vendor's system?

(Please respond by circling the appropriate number on the scale below)

0 | 1 | 2 | 3 | 4 | 5
Not Satisfied Satisfied

If you circled three (3) or less on the scale above, what could the Vendor have done to improve the rating?

Name of Reference _____ Vendor being Evaluated _____

5. How would you rate the return of accurate and current search results?
(Please respond by circling the appropriate number on the scale below)

0 | 1 | 2 | 3 | 4 | 5
Not Satisfied Satisfied

If you circled three (3) or less on the scale above, what could the Vendor have done to improve the rating?

6. How would you rate the Vendor's system accessibility and ease of use?
(Please respond by circling the appropriate number on the scale below)

0 | 1 | 2 | 3 | 4 | 5
Not Satisfied Satisfied

If you circled three (3) or less on the scale above, what could the Vendor have done to improve the rating?

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

Reference Signature

Date

ATTACHMENT H CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of State cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of State may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractors' certifications must be kept at Contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal or state agency or department.

ATTACHMENT H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS (PAGE 2 of 2)

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT I - CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS,
GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

ATTACHMENT J - LIST OF SUBCONTRACTORS

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the Contract(s) that result from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor is qualified to provide the services for which it is listed.

In the event that no subcontractor will be used, this list shall be returned indicating “No subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

ATTACHMENT K - RESPONSE TO MODEL CONTRACT EXCEPTION(S)

This form allows Respondent to propose modifications to the Core Contract language provided in DOS's Model contract, Attachment B of this ITN. All proposed modifications are subject to negotiations and do not imply agreement by DOS. If no modification is proposed, enter "Accepted" in the table for each Contract Condition. This form may be expanded as needed to facilitate response to this requirement.

Draft Contract Section	Proposed Modification to Model Contract Language or "Accepted"

***Authorized Signature (Manual)**

***Authorized Signature (Typed), Title**

ATTACHMENT L - SECURITY ACKNOWLEDGEMENT

I, _____ as an authorized representative of

_____ certify that this company has reviewed and understand the security requirements of Florida Administrative Code 74-1 as well as the security requirements outlined in DOS ITN 10/17-12; DOC (COTS) Business Registry Solution.

I further certify that, if selected as the successful Respondent for the Contract resulting from this ITN that this company is complete, at a minimum, of complying with the security standards as outlined in the above paragraph.

Company Name:

Signature: _____

Date:

ATTACHMENT M – REFERENCES FORM

Respondent's Name: _____

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Department, for which services of a similar size and parameters of those requested in this solicitation. The same client may not be listed as more than one (1) reference. Confidential clients shall not be included. The Department reserves the right to obtain and utilize references not provided by the Respondent.

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	to
Approximate Contract Value:	\$