



FLORIDA DEPARTMENT OF STATE

REVISED INVITATION TO NEGOTIATE

Solicitation Acknowledgement Form

Page 1 of 45 131 pages
SUBMIT REPLY TO: Department of State, R.A. Gray Building, 500 South Bronough Street, Room 428, Tallahassee, Florida 32399-2150
AGENCY RELEASE DATE: October 13, 2017

SOLICITATION TITLE: DOC COTS Business Registry Solution
SOLICITATION NO: DOS ITN 10/17-12

REPLIES WILL BE OPENED: November 28, 2017 at 4:00 PM, Eastern Time
and may not be withdrawn within: 180 days after such date and time.

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:
RESPONDENT MAILING ADDRESS:
CITY - STATE - ZIP:
PHONE NUMBER:
TOLL FREE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:
FEID NO.:
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):
*Authorized Representative's Signature
*Name and Title of Authorized Representative
*This individual must have the authority to bind the Respondent.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT: SECONDARY CONTACT:
NAME, TITLE:
ADDRESS:
PHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

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Things to Keep in Mind When Responding to a Solicitation

1. Read the entire document. Note critical items such as: mandatory requirements; sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. Note the Procurement Officer's name, address, phone numbers and email address. This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. Attend the pre-**bid proposal** conference. (If applicable)
4. Take advantage of the “question and answer” period. Submit your questions to the Procurement Officer by the due date listed in the Solicitation Timeline and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System (VBS) website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. Follow the format required in the Solicitation when preparing your Reply. Provide point-by-point response to the required sections in a clear and concise manner.
6. Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Replies are evaluated based solely on the information and materials provided in the Reply.
7. Check the VBS website for Solicitation addenda. Before submitting your Reply, check the VBS website to see whether any addenda were issued for the Solicitation. Some addenda require that you sign and return them with the Reply.
8. Review and read the Solicitation document again to make sure that you have addressed all requirements. Your original Reply and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your Reply.
9. Submit your Reply on time. Note all the dates and times listed in the Solicitation Timeline and within the document, and be sure to submit all required items on time. Faxed, emailed or late Replies may not be considered.

SECTION 1 – INTRODUCTORY MATERIALS

1.0 **Purpose**

The purpose of this Invitation to Negotiate (ITN) is to obtain competitive responses for a configurable Commercial Off-the-Shelf (COTS) Business Registry Solution. The intent of the solution is to unify and modify 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/>).

These minimum requirements are contained herein in Attachment C, Statement of Work, Specifications and Requirements.

Respondents are responsible for thoroughly reviewing the specifications of this Solicitation.

1.1 **Definitions**

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

Agency: Any State of Florida governmental department, division, county, bureau, commission, district or municipality.

Certified Minority Business Enterprise: A business which has been certified by the Florida Department of Management Services, Office of Supplier Diversity, in accordance with Section 287.0943 (2) (e), Florida Statutes and Chapter 60A-9, Florida Administrative Code.

Contract: A written agreement between two or more parties, including all documents, exhibits and attachments specifying services to be performed or provided by the Vendor, billing rates for these services and the manner in which the Vendor shall be compensated for these services, and is enforceable by law.

Contract Manager: The person designated by the Department who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the Department and the Contractor regarding performance issues contained in the contract.

Contractor: The Respondent(s) with whom the State executes a contract/purchase order to provide the required commodities/services. Contractor used herein can mean one or more Contractors.

Deliverable: A tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

Department: The Florida Department of State (DOS).

Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DOS conducts routine business.

Department Non-Business Hours: Typically Department-observed holidays, weekends, and night time frames in which DOS is closed to conducting routine business.

Department-Observed Holidays: The following holidays are currently observed by DOS. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day

FY: The State of Florida's Fiscal Year, July 1 through June 30.

Reply: All information and materials submitted by a Respondent in response to this ITN.

Respondent: Any firm or person who submits a reply to the Department in response to this ITN.

Responsive Vendor: A person or firm which has submitted a proposal which conforms in all material respects to the Invitation to Negotiate.

Subcontractor: Any person other than an employee of Respondent who performs any services listed in this ITN for compensation.

Vendor: Any firm or person who submits a proposal to the Department in response to this ITN.

Vendor Bid System (VBS): The system which allows all state agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.

1.2 **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, 2024.

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.

1.3 Purchase/Contract Documentation

This purchase shall be accomplished by issuance of a Contract, as defined above. Payments shall be accomplished by issuance of a purchase order through MyFloridaMarketPlace (MFMP).

1.4 Solicitation Timeline

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

Activity	Date/Time	Location
Solicitation Issued by the Department	October 16, 2017	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Pre-Bid Conference	October 25, 2017 9:00 A.M.	Florida Department of State Division of Corporations 2661 Executive Center Circle Tallahassee, Florida 32301
Deadline for Receipt of Vendor Written Questions	November 2, 2017 3:00 P.M.	Division of Administrative Services Vonda.murray@dos.myflorida.com
Anticipated Date for Department Response to Vendor Written Questions	November 7, 2017	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Vendor Reply	November 28, 2017 3:00 P.M.	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399
Opening of Replies Public Meeting	November 28, 2017 4:00 P.M.	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Evaluation Committee Public Dissemination of Scores Public Meeting	December 6, 2017 10:00 A.M.	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Vendor Demonstrations	December 11-13, 2017 Time TBD	Florida Department of State Division of Corporations 2661 Executive Center Circle Tallahassee, Florida 32301
Evaluation Committee Public Dissemination of Scores Public Meeting	December 14, 2017 10:00 A.M.	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399

Negotiations Commence	December 18-22, 2017 Time TBD	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Negotiation Team Public Meeting Best Value Recommendation	December 29, 2017 10:00 A.M.	Florida Department of State Division of Administrative Services 500 S. Bronough Street Tallahassee, Florida 32399
Anticipated Notice of Intent to Award	January 2, 2018	Electronically Posted http://myflorida.com/apps/vbs/vbs www.main menu

1.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact the Purchasing Officer at 850-245-6581 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

1.6 Procurement Officer

The Procurement Officer is the Department’s contracting personnel and the primary contact for this solicitation. All questions and requests for clarification, with the exception of scheduled conferences and meetings with the agency’s negotiating team, should be directed to:

Vonda Murray , Purchasing Director
500 S. Bronough Street, Room 428
Tallahassee, Florida 32399-0250
Office Phone 850-245-6590
Procurement Officer’s Fax 850-245-6560
vonda.murray@dos.myflorida.com

The Procurement Officer designates *Christina Harrell* as an alternate Procurement Officer when *Vonda Murray* is unavailable. Phone: 850-245-6595, email: christina.harrell@dos.myflorida.com

END OF SECTION

SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

2.0 **General Instructions to Respondent (PUR 1001 10/06)**

The “State of Florida PUR 1001 (10/06) General Instructions to Bidders” which is attached to this ITN, contains instructions explaining the solicitation process and the actions necessary to respond. The Department may attach additional information specific to each particular solicitation commonly referred to as “Special Instructions to Respondents.” In the event of any conflict between Form PUR 1001 and additional Department instructions, the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

Inapplicable Provisions of PUR 1001 General Instructions for Respondents

The following are not applicable:

- A. PUR 1001 Instructions, Section 3. Electronic Submission of Responses
Responses shall be submitted in accordance with Section 3 of this solicitation.
- B. PUR 1001 Instructions, Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 of this solicitation.

2.1 **Addenda to the Solicitation Documents**

The Department reserves the right to amend this ITN. Any and all addenda will be in writing and posted on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.2 **Questions**

Respondents shall address any questions regarding this solicitation, via email, to the Procurement Officer identified in Section 1.6. Please use Attachment A – Questions Submittal Form. The Department will post answers to questions on the VBS as noted in Section 1.4 - Solicitation Timeline.

Questions will only be accepted if submitted in writing; reference PUR 1001, Section 5 for additional information. (See PUR 1001 - General Instructions to Respondents, Section 21, Limitation on Vendor Contact with Agency during Solicitation Period.)

2.3 **Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any State employee. Only those communications that are in writing from the Department’s Procurement Officer identified in Section 1.6 of this ITN shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Respondents will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

2.4 **Alternate Replies**

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

solicitation in any response may result in the response being deemed non-responsive to the solicitation.

2.5 Standard Contract Provisions

A Model Contract is provided as Attachment B. The successful Vendor will be required to sign and execute the Contract as provided. DOS reserves the right to add, delete, or modify Contract terms and conditions during negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

2.6 Vendor Generated Terms and Conditions

DOS anticipates addressing any Vendor generated terms and condition concerns not otherwise included in the Vendor Question and DOS's Response (Section 2.2), during the Negotiation process as necessary. Vendors shall submit Vendor licensing and software agreement terms and conditions as instructed in Section 3.2. Vendors shall not submit additions, objections or modifications with their Reply submission. Vendor additions, objections or modifications will be considered with Vendor(s) selected for negotiations.

No oral agreements or representations shall be valid or binding upon DOS or the Vendor unless expressly contained herein or by a written addendum to this ITN or amendment to the resulting Contract.

2.7 Contract Execution

The successful Vendor shall execute and return the Contract within three business days from the date it was delivered to the successful Vendor by DOS. DOS reserves the right to withdraw the tendered Contract and resume negotiations with another responsive Vendor after the third day if an executed Contract is not received.

2.8 Terms and Conditions

All Replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- A. Any Addenda to the ITN;
- B. DOS Contract Document with Standard Terms and Conditions (Attachment B);
- C. Statement of Work - Specifications and Requirements (Attachment C);
- D. Reply Submission Instructions (Section 3);
- E. General Conditions (PUR 1000); and
- F. General Instructions to Vendors (PUR 1001);

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Reply, may result in rejection of a Reply.

2.9 Business Registration Requirement

Under the provisions of Title 36, Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. Contact the Division of Corporations at 850-245-6900.

2.10 MyFloridaMarketPlace Registration

Respondents desiring to sell commodities or contractual services to the State of Florida are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see, State of Florida PUR 1000 General Contract Conditions. The registration process requires the Vendor to electronically register a valid W-9 with the Department of Financial Services (DFS) at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com with any questions. Respondent must be registered on the MyFloridaMarketPlace website prior to DOS posting of the intent to award the contract.

2.11 Certification of Drug-Free Workplace Program

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

In the event that the Department receives identical replies from two or more responsive Respondents with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

2.12 Diversity

The Department encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity (see contact information below) or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

Office of Supplier Diversity
Florida Department Management Services
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950
Telephone: (850) 487-0915
Fax: (850) 922-6852
Email Address:
osdhelp@dms.myflorida.com

2.13 Office of Supplier Diversity

The Office of Supplier Diversity has standing to protest, pursuant to Section 287.09451, F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding respondent has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low respondent with no participation may be deemed not in "good faith."

2.14 Licenses, Permits, Other Charges

The successful respondent shall pay for any and all licenses, permits, other charges and taxes required for the Contract, and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this contract.

2.15 Employment Eligibility Verification (E-Verify)

Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term.

Only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization, may perform work on this contract. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use, and it's the best way employers can ensure a legal workforce.

2.16 Subcontracting

The successful vendor shall not subcontract, assign, or transfer any work identified under the resulting Contract without prior written consent of the Department. The awarded Vendor will be the prime service provider and shall be responsible for all work performed and all Contract deliverables.

2.17 Copyrighted Material

Copyrighted material will be accepted as part of a technical reply only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

2.18 Vendor's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to DOS which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked "exempt", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DOS will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, or Section 688.002, Florida Statutes, where identified as such in the Reply, to the extent permitted under Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes. Each Responding Vendor acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DOS.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

DOS takes its public records responsibilities under chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide DOS with a separate Redacted Copy of its Reply, in hard copy and on a CD, DVD- ROM or USB flash drive, at the time of Reply submission.

This Redacted Copy should contain DOS's solicitation name, number, and the name of the Responding Vendor on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy must be provided to DOS at the same time the Vendor submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

The Vendor shall protect, defend, and indemnify, save and hold harmless, DOS from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DOS to protect information redacted by the Vendor, and to further indemnify DOS for any other loss DOS incurs due to any claim being made against DOS regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If a Vendor fails to submit a Redacted Copy with its Reply as described herein, DOS is authorized to produce the entire document(s), data or records submitted by the Vendor in answer to a public records request.

2.19 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. (Attachment F - Disclosure Statement Conflict of Interest Disclosure) All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement. The selected Vendor shall be required to provide written notification to DOS within five (5) working days of the discovery of any potential conflict of interest. DOS reserves the right to make an independent determination as to whether or not a conflict of interest exists.

2.20 Scrutinized Companies Lists (Contracts for \$1 million or more)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

In executing a contract, the Vendor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. The Vendor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs; and that any contract with the Department for goods or services of \$1 million or more may be terminated at the option of the Department if the Vendor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 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. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

2.22 Reserved Rights

DOS reserves the right to:

- Amend this ITN;
- Waive minor irregularities in submitted Replies;
- Request clarifications from Vendors;
- Reject any or all Replies received in response to this ITN if DOS determines such action is in the best interest of the State or due to unavailability of funds;
- Request additional information to assess a Vendor's capabilities;
- Negotiate with one or more Vendors, either sequentially or concurrently, or not negotiate at all; and
- Request one or more Best and Final Offers (BAFOs), if in the State's best interest.

END OF SECTION

SECTION 3 - REPLY SUBMISSION INSTRUCTIONS

3.0 General Instructions

Each reply is to be prepared simply and economically, following the instructions contained herein. *(Note: Fancy binding of replies, colored displays in replies, and promotional material are not desired. Although there is no intent to limit the content of the reply and additional information deemed appropriate by the Respondent may be included, cluttering the reply with irrelevant material makes the review more difficult.)*

All replies and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. All replies and the related documents submitted in each reply to this ITN shall become the property of the State of Florida.

The instructions for this solicitation have been designed to help insure that all replies are reviewed and evaluated in a consistent manner, as well as to minimize costs, and reply and review time. Failure of the Respondent to provide any of the information required in the requested format may result in a score of zero for that criteria of the evaluation or may result in the reply being deemed non-responsive and therefore rejected.

The reply package should be prepared by each responding Respondent utilizing 8.5" x 11" paper. The Technical Reply is to be submitted in a binder. The binder should be clearly labeled on the front cover and spine, tabs are to separate each section, and pages within a section are to be consecutively numbered.

3.1 Delivery of Reply

The SHIPPING package should be labeled as follows:

Attention: Vonda Murray
Florida Department of State
Department of Administrative Services
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250

Respondent's Name

Solicitation Number: DOS ITN 10/17-12

Title: COTS Registry Solution

Reply Opening: November 28, 2017 / 4:00 PM ET

The Department is not responsible for opening improperly marked replies.

3.2 Submission Format

Replies shall be divided into three (3) volumes:

- **VOLUME ONE:** Administrative Qualification Documents
- **VOLUME TWO:** Technical Reply
- **VOLUME THREE:** Price Reply

The Respondent's "VOLUME ONE: Administrative Qualification Documents and VOLUME TWO: Technical Reply" shall be packaged and sealed separately from "VOLUME THREE: Price Reply."

After being properly labeled, each separately sealed volume may be included in the same shipping package.

Respondents are to provide the information listed in this section as stated. Unless otherwise noted, information provided will be used to evaluate the submitted proposal.

Respondents shall submit proposals in the following order separated by tabs:

VOLUME ONE: Administrative Qualification Documents (Mandatory unless otherwise noted)

If a tabbed item is not applicable, please include the tab and indicate "Not Applicable."

- Tab 1: Solicitation Acknowledgement Form (Cover Page)
- Tab 2: Attachment E - Drug Free Workplace Certification
- Tab 3: Attachment F - Disclosure Statement/Conflict of Interest
- Tab 4: Attachment G – Reference Questionnaire
- Tab 5: Attachment H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
- Tab 6: Attachment I - Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
- Tab 7: Attachment J – List of Subcontractors
- Tab 8: Attachment K – Response to Model Contract Exception(s)
- Tab 9: Attachment L – Security Acknowledgement
- Tab 10: Attachment M – Vendor References

VOLUME TWO: Technical Reply

- Tab 1: Transmittal Letter
- Tab 2: Executive Summary
- Tab 3: Respondent Identification Information
- Tab 4: Respondent Qualifications and Experience
- Tab 5: Solution Capabilities and Approach to Meeting Requirements
- Tab 6: Proposed Architecture, System, and Security
- Tab 7: Requirements
- Tab 8: Key Personnel and Staffing
- Tab 9: Work Plan and Schedule
- Tab 10: Deviation and Exceptions Section
- Tab 11: Additional Information Section

No partial bids will be accepted. Any submission that is deemed to be incomplete may be rejected.

Note: Requests for certain items or information may be repeated. The Respondent must provide a complete response for each request. Because individual tabs may be evaluated by different teams, do not use the phrases such as "see above" and/or referencing a different section or tab in your response. Any such response will be considered a "non-response" and may not be scored.

Tab 1: Transmittal Letter

The Transmittal Letter must be on the Respondent's official letterhead, be signed by an individual who is authorized to legally bind the Respondent, and include the following:

- T1.1 A statement that the Respondent is a legal business entity; and must identify all subcontractors, if any, and also state the percentage of work to be performed by the prime Respondent and each subcontractor, measured as a percentage of the total contract price.
- T1.2 A general description of the Respondent's history of providing similar solutions to other agencies.
- T1.3 A statement that the Respondent meets the following basic qualification criteria:
- 1) The Respondent has successfully deployed and maintained for period of at least one (1) year, a COTS business registry solution for at least two (2) Secretary of State Offices (or their equivalent) in the United States or its territories, for at least two (2) of the eight (8) service areas requested by the Florida Department of State; and
 - 2) The Respondent can configure their COTS system to meet the laws, rules, regulations, administrative codes, and processing requirements of the State of Florida.
- (Note: The response must cross-reference the Respondent's experience as set forth in "Tab 4 – Respondent Qualifications and Experience," which supports the Respondent's basic qualification criteria.)*
- T1.4 A statement that the Respondent is currently registered or will register to transact business in the state of Florida, in accordance with the applicable Florida Statutes.
- T1.5 Complete List of Subcontractors Form (Attachment J)
- T1.5.1 Include a statement from each subcontractor, if any are to be used, stating:
- The general scope and work they will perform (measured as a percentage of the total agreement price paid directly to the subcontractor)
 - Their willingness to perform the work indicated
 - Their intent to sign a formal agreement with the Respondent if the Respondent is awarded the contract.
- Each subcontractor's statement must be: 1) signed by an individual who is legally authorized to legally bind the subcontractor; and 2) appended to the transmittal letter
- T1.6 A statement certifying that all persons (including subcontractors) working on the project will 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. All costs incurred in obtaining background screening shall be the responsibility of the Respondent.
- T1.7 An affirmative statement agreeing to the payment and interest terms of Section 215.422, Florida Statutes.

Tab 2: Executive Summary

The Executive Summary shall summarize and highlight the relevant contents of the proposal and provide the Evaluation Committee with a broad understanding of the Respondent’s proposal. Respondents should summarize in a concise manner how their proposal meets the requirements of this ITN and why they are the best qualified Respondent to perform the work required.

The Executive Summary should highlight the Respondent’s:

- T2.1 Overall understanding of the project and their project management approach and commitment to successfully perform all project activities
- T2.2 Qualifications to serve as the project’s contractor
- T2.3 Overall project approach, including a description of their:
 - Proposed Solution
 - Work Plan and Schedule
 - Staffing
 - Development and Configuration Approach
 - Maintenance and Operations
 - Scope of Services
 - Development process from specifications gathering/discovery and documentation to testing and release

Although this section is intended to be more general, the Respondent’s summary must include a summary containing their proposed plans for:

- Project Management
- Quality Management
- Risk Management
- Migration/Data Conversion
- Implementation
- Change Management
- Issue Resolution
- Maintenance
- Testing
- Training
- Post Implementation Plan
- System Transfer Plan
- T2.4 Project challenges, risks and suggested mitigation strategies based on previous implementations of similar size and scope
- T2.5 Significant lessons learned from previous public-sector projects of similar size and scope, and how they plan to apply the lessons learned to this project
- T2.6 Summary of the contents of the proposal

Tab 3: Respondent Identification Information

Respondents shall present the following identification information in this section:

- T3.1 The entity’s full company name
- T3.2 How the entity is organized (e.g. proprietorship, partnership, corporation, LLC); the state or territory in which it is incorporated or organized; and the date of incorporation or organization. If the Respondent is an out-of-state Respondent, the Respondent must state it is currently qualified to transact business in the state of Florida or will become duly qualified to transact business in Florida in

accordance with the applicable statutes before the contract is executed

- T3.3 The address of the entity's headquarters office
- T3.4 An organization chart which clearly depicts the Respondent's reporting relationships
- T3.5 The name and address of each parent organization, partially or wholly owned subsidiary; and all other related organizations
- T3.6 The address of the office location which will be responsible for performance under the resulting contract, if awarded
- T3.7 A brief history and summary of the Respondent's current company ownership, including the ultimate parent organization and its major shareholders and principals
- T3.8 A general description of the company's primary business, its client base, and the organization's areas of specialization
- T3.9 The number of employees, locally, nationally, and internationally
- T3.10 The size of the organization in terms of assets and revenue. The Respondent shall:
- provide its revenues and audited financial statements for the most recent three (3) fiscal years in such a manner that the Department can reasonably determine the stability and financial strength of the organization;
 - demonstrate that its organization is in sound financial condition or that appropriate corrective measures are being taken to address and resolve any identified financial problems;
 - provide at least one (1) of the following -
 - A current Dun and Bradstreet Report that includes a financial analysis of the organization
 - An Annual Report, provided it contains at a minimum a Compiled Income Statement and balance sheet verified by a certified public accounting firm, as verification of the Respondent's financial status (*Note: The Department reserves the right to contact the accounting firm, if questions arise.*)
 - Tax returns and financial statements including income statements and balance sheets for the most recent three (3) years, and any available credit reports
- The Department may request reports on financial stability from independent financial rating services to further substantiate stability.
- T3.11 In the event a Respondent is either substantially or wholly owned by another entity, the Respondent shall also include the asset and revenue information required for the Respondent as listed in T3.10 for the parent organization; and a statement that the parent will unconditionally guarantee performance by the Respondent in each term, covenant, and condition of such contract as may be executed by the parties
- T3.12 The Respondent shall disclose all judgments, pending or expected litigation, and all other real potential financial reversals which might materially affect the viability or stability of the Respondent's organization, or, certify that no such condition is known to exist. This section shall include:
- A statement of whether or not, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary; or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and, if so, provide an explanation which includes relevant details

- A statement of whether or not there are any pending Securities & Exchange Commission or ACC investigations involving the Respondent; and, if there are any such investigations pending or in progress, provide an explanation which includes the relevant details and attach an opinion of counsel stating whether or not the pending investigation(s) may impair the Respondent's performance in a contract under this ITN
 - Copies of the Respondent's most recent independently audited financial statements, as well as those for the preceding year. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and any notes which pertain to the financial statements
- T3.13 A completed Disclosure Statement Conflict of Interest Form (**Attachment F**): Full disclosure of any potential conflict of interest (e.g., serving as a reseller of computer hardware; business relationships between the Respondent and any State of Florida employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the project) is required
- T3.14 A statement documenting any open or pending litigation either initiated by the Respondent or listing the Respondent as a defendant or party, which may have a material impact on the Respondent's ability to deliver the contracted services and solution
- T3.15 A statement documenting any open or pending litigation either initiated by the Respondent or listing the Respondent as a defendant or party with a public-sector client
- T3.16 Full disclosure of any public-sector contracts terminated for cause or convenience in the past five (5) years
- T3.17 Full disclosure of any criminal or civil offense
- T3.18 Full disclosure of any suspension or debarment status
- T3.19 Additional Information required:
- Provide a list of prior and existing contracts or agreements that the Respondent has entered into with the State of Florida
 - State whether or not, the Respondent or any proposed subcontractor, at any time during the past ten (10) years, has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason. If so, the Respondent shall fully describe each termination and include the name, address, and telephone number of the contracting party and describe the circumstances surrounding the termination. If no such early terminations have occurred within the past ten (10) years, the Respondent must include a statement to that effect.

Any proposed subcontractor whose percentage of work to be performed (measured as percentage of the total contract price) equals or exceeds twenty (20) percent shall submit the required information, as well.

Tab 4: Respondent Qualifications and Experience

Respondents shall provide a detailed summary of the Respondent's and any subcontractor's experience for the proposed project which includes:

- T4.1 Describe the number of years and months of experience and type of experience in each of the following categories:

- Experience with the proposed solution, including the proposed application, software and architecture
- Experience in the design, development, and implementation of business registry systems like that proposed for the State of Florida and the conversion of data from a legacy system to a new system. Include a proposed data migration plan in this section
- Experience testing the functionality of business registry systems like that proposed for the State of Florida. Include a proposed testing plan and testing management plan in this section
- Training state or other client staff in business registry systems like that proposed for the State of Florida. Include a proposed training plan in this section
- Implementing, maintaining, and operating of business registry systems like that proposed for the State of Florida. Include a proposed maintenance plan in this section and include:
 - How software maintenance is handled
 - If maintenance includes all upgrades and technical support
 - Software maintenance requirements
 - The process for issuing maintenance releases and patches
 - A description of major and minor release cycles
 - The frequency for major and minor upgrades
 - The typical downtime required for major and minor upgrades
 - The estimated level of effort required to perform an upgrade
 - The process for upgrading and applying patches to the solution
 - How the upgrade/patch process is impacted when a database schema extension is required to meet the business need
 - How customizations or configurations are maintained during an upgrade

Respondents must provide responses for each category. If the Respondent does not have any experience in the area, the Respondent should state “No Experience.” The Respondent’s experience as well as each proposed subcontractor’s experience must be identified separately.

The Department reserves the right to conduct reference checks for each Respondent, by telephone or any other means, and to evaluate the Respondent based on their references. It is the Respondent’s responsibility to ensure that their reference contacts (or any designated backup contacts) are available during the evaluation period. The State of Florida intends to conduct reference checks for the client references provided by each Respondent. The State of Florida may, at its sole discretion, contact additional clients who were not presented as references.

- T4.2 Each Respondent is to provide details on two (2) Commercial Off-the-Shelf business registry projects it successfully deployed in any of the two (2) of the eight (8) service areas requested by the State of Florida for two (2) Secretary of State Offices (or their equivalent) in the United States or its territories listed in Tab 2 (T2.3) and include:
- contact name
 - title
 - state agency name

- telephone number
 - mailing address
 - Email address
 - The project’s name
 - The Universal Resource Locator (URL)/web address of the successfully implemented state business registry solution
 - The role of Respondent
 - The scheduled and actual start and end dates of the project
 - A list and description of the modules within the implemented COTS solution, which match two or more of the eight (8) service areas requested by the Florida Department of State
 - A description of system software, programming language, databases, age, and size
 - A description of system architecture and related hardware
 - A description of the contract’s scope and the Respondent’s activities, noting the similarities and differences in terms of size and complexity (including annual and total contract amounts and volume of filings) as they relate to the Florida Department of State’s requested scope of work
- T4.3 Respondents are to disclose all personnel commitments for any current (ongoing) contracts, which includes any new awards not yet started, which will be occurring between January 1, 2018 and December 31, 2019. The response should describe how the Respondent and its partnering companies and proposed subcontractors, if any, will address any potential personnel commitment conflicts which may occur as a result of any ongoing contract(s) and the project requested by this ITN, should the Respondent is awarded the contract

Tab 5: Solution Capabilities and Approach to Meeting Requirements

- T5.1 Software and Hardware Solution: In this sub-section, the Respondent should describe the functionality of their existing Commercial Off-The-Shelf solution, specifically showing how it meets the requirements listed in this ITN, Statement of Work, Specifications and Requirements (Attachment C). This description shall include:
- T5.1.1 Graphical representation of the overall solution
 - T5.1.2 The solution’s major functionality, modules and components and the relationship between the modules and components
 - T5.1.3 The depiction of the other required interfaces or third-party solutions that are part of or will be added to the solution
 - T5.1.4 The software and hardware architecture supporting the solution
 - T5.1.5 Screenshots showing the functionality and how the work processes described in the ITN are to be met within the solution
 - T5.1.6 The extent to which the solution can be configured
 - T5.1.7 Any tools or scripts that shall be used to handle data migration
 - T5.1.8 The scalability of the product and its ability to handle increasing amounts of data
- T5.2 Contractor Services and Deliverables: In this sub-section the Respondent should describe: the project management and software configuration method they will use to meet the detailed project schedule they provide in Tab 9; and, how their method(s) and approach(es) will meet the

requirements of this ITN. This description shall include the Respondent's method for:

- T5.2.1 Project initiation and management, including a project management plan
- T5.2.2 Software configuration (including requirements gathering, Gap Analysis, design, development, testing) and include a sample Gantt Chart or other Work Breakdown Structure (WBS)
- T5.2.3 Data migration of existing data
- T5.2.4 Implementation of the solution
- T5.2.5 Training, both initial and after implementation; and, provide sample training materials from previous implementations of the COTS solution, including sample online tutorials for users of the system
- T5.2.6 Maintaining and operating the solution, including how the application will be accessed and how planned downtimes are addressed
- T5.2.7 Patches and releases, including the frequency thereof, customer expectations, and steps involved to release to customers
- T5.2.8 Reporting and resolving security breaches
- T5.2.9 Transfer of ownership, including, but not limited to, source code, DLL's, and schema, in the event of insolvency

Tab 6: Architecture, System, and Security

In this section, the Respondent is to provide details about the proposed architecture that will host the solution, database, the operating system(s), and security. Diagrams are encouraged, as are hardware, network, third-party tools, and security specifications.

- T6.1 Host location. Provide information about where the proposed solution will be hosted
- T6.2 Architecture. For each environment (test stage and development), describe the hardware and what differs between each environment. Include hardware requirements. Providing the manufacturer name, make, or model is discouraged
- T6.3 System. For each environment (test, stage and development), describe the operating systems and what differs between each environment. Including the author and version is encouraged
- T6.4 Network. Describe the network. Include how the different environments interact; how the public and Department users interface; the placement and requirements of switches, load balancers, and firewalls; and minimum requirements.
- T6.5 Software Maintenance.
 - Describe in detail how software maintenance is handled
 - Detail if maintenance includes all upgrades and technical support
 - Describe any software maintenance requirements
 - Describe the process for issuing maintenance releases and patches
 - Describe your major and minor release cycles
 - Summarize the frequency for major and minor upgrades
 - Describe the typical downtime required for major and minor upgrades
 - Summarize the estimated level-of-effort required to perform an upgrade
 - Explain the process for upgrading and applying patches to your solution
 - Describe how this impacts the update/patch process, if a database schema extension is required to meet the business needs

- Describe how customizations or configurations are maintained during an upgrade
- T6.6 Third-party applications. List and describe all third-party applications utilized in the solution. Include versions and annual licensing costs
- T6.7 Licensing. For the proposed solution, describe the licensing required and licensing options, including advantages of the various options, and any escrow agreements, as applicable. The Respondent is to specifically outline the associated licensing and maintenance fees in the cost proposal. The submission should describe any Open Source Software (OSS) and include:
 - The Respondent's OSS strategy
 - The details on any open source code used within the code base
 - A description of how code base patch management will be performed as related to the open source code, security patches, and other patches
 - A description of: 1) how the Respondent ensures the software, including open source, is secure enough to release; and 2) any tools the Respondent uses to make that determination
- T6.8 Database. Describe the database, its structure and the proposed storage solution
- T6.9 Security. Describe the methods by which information in the database is held secure and provide a proposed security plan
- T6.10 Authentication and Authorization. Describe the proposed method of credentialing (Authenticating and Authorizing) persons accessing *Sunbiz.org* to make changes to filings.
- T6.11 Technical Support. Describe the proposed Service Level Agreements (SLAs) and include such items as: call-back time; response to fixes, methods of contact, and escalation processes. Respondents should propose their recommended Service Levels and describe its value to the Department. The Respondent should anticipate that service level agreements will be required and specified by the Department prior to final contract award. Some items to consider in the responses are:
 - The technical support options
 - The availability of documentation for the system administrator and support for end users
 - A problem resolution process diagram
 - The location of the support staff, and if it is a call center, its location
 - The support hours
 - The response times
 - Its Help Desk employees' qualifications
 - Provide the Respondent's tiered technical support plan
- T6.12 Warranties. Describe all warranties to be included for the proposed solution. All costs associated with the warranties must be clearly outlined in the Cost Reply/Proposal
- T6.13 Change Management. Describe how modifications to the system are handled (i.e., legislative, enhancements, fixes/bugs) and how the changes modify the cost structure

Tab 7: Requirements

Appendix 2 lists the functional, technical, and interface requirements for the Business Registry Solution. To complete this Tab 7, the Respondent is to include the “Appendix 2: Solution Requirements” pages described below and provide the appropriate response code for each requirement. The Respondent must request an electronic version of the Appendix 2 from the Department. The Respondent must only enter their response in the “Respondent Response Code” column of the Appendix 2, and the file may not be altered in any way to include sorting or changes in font, font size, margins, cell size, borders, colors, or any text. Modified spreadsheets may result in the response being disallowed. The file will be provided as a Microsoft Excel file (2016).

T7.1 Appendix 2 Description

- Requirement number. Each of the requirements in the Requirements table has been assigned a requirement number (abbreviated “Req. #”).
- Requirement/Feature. “Column B – Requirement” lists the features, capabilities, and other characteristics that the Department seeks in the solution and its successful implementation. Some requirements include constraints and limitations to which the solution is to conform. Respondents shall not modify these requirements in any way.

T7.2 Respondent Response Code: Respondents are to review each requirement in Appendix 2 and determine if, in the Respondents COTS solution, is the requirement:

- Existing (E)
- Existing with Configuration (EC)
- A Minor Modification (MM)
- A Major Modification (GM)
- A Third-party Tool (TP)
- A Complete Modification (CM)
- Unable to Provide (UP)

In Column C – Respondent Response Code, of Appendix 2 – Solution Requirements, the Respondent is to enter the appropriate code for each requirement. Table T7.2 - *Respondent Response Code Definitions* (below) lists the Respondent Response Codes and a description.

- An empty/blank response for a requirement will be scored as Unable to Provide (UP)
- Illegible responses will be scored as Unable to Provide (UP)
- Requirements may only be responded to in one of the seven (7) ways noted above. Any abbreviation, other than one of the seven (7) will be scored as Unable to Provide (UP)
- Respondents are not permitted to alter a requirement number or its description in any way
- Respondents are to realistically evaluate their solution and the way in which they propose to satisfy each requirement, then provide the appropriate response
- In the event a Respondent is selected for presentation, for negotiations, or issued a contract, and then it is found that the Respondent knowingly provided misinformation, the invitation to present, negotiate, or the contract may be revoked

T7.2 Table - Respondent Response Code Definitions

Permitted Responses	Response Definition
Existing (E)	The proposed solution fully satisfies the requirement as-written, without modification. This only applies if the proposed software currently exists, is installed and functioning in a production environment, and will provide the functionality(ies), capability(ies), and comply(ies) with any constraints specified in the requirement.
Existing with Configuration (EC)	The proposed solution fully satisfies the requirement as-written, without modification, except for minor configuration changes. This only applies if the proposed solution currently exists, is installed and functioning in a production environment, and will provide the functionality(ies), capability(ies) and comply(ies) with any constraints specified in the requirement. The only customization required shall be with the proposed solution's standard configuration utilities (e.g. entering customer-specific information and user-defined parameters). Programming changes to the application shall not be required.
Minor Modification (MM)	<p>The proposed solution will be modified by the Respondent so that it will fully satisfy the requirement as-written. This only applies if the proposed solution currently exists, and is installed and functioning in a production environment. The custom programming and modifications requirement to fully satisfy the requirement shall not exceed 30 hours. Calculated hours include documenting, programming, and testing.</p> <p>The Respondent should be prepared to discuss the effect of the minor modification on the upgrade path of the software.</p>
Major Modification (GM)	<p>The proposed solution will be modified by the Respondent so that it will fully satisfy the requirement as-written. This only applies if the proposed solution currently exists, and is installed and functioning in a production environment. The custom programming and modifications requirement to fully satisfy the requirement shall not exceed 60 hours. Calculated hours include documenting, programming, and testing.</p> <p>The Respondent should be prepared to discuss the effect of the minor modification on the upgrade path of the software.</p>
Third-party Tool (TP)	<p>The proposed solution will fully satisfy the requirement, as-written, through the inclusion and integration of a third-party software/hardware tool (e.g. a report writer, statistical analysis tool, etc.). In such cases, the total cost of this third-party tool, including licensing, installation, ongoing support, and future upgrades will be the responsibility of the Respondent for as long as the Respondent remains responsible for providing such support for the core application. These costs shall be included in the Cost Schedules.</p> <p>The Respondent shall explain how the third-party tool will be integrated into the overall proposed solution in the appropriate sections of the proposal.</p>
Complete Modification (CM)	Custom development will be used to satisfy this requirement, either by making major modifications to existing software, or by developing new custom software or modules. Major modifications or custom development are defined as application changes or additions that will require programming effort more than 90 hours.
Unable to Provide (UP)	The feature, functionality, or constraint described in the requirement is not available in the proposed solution.

- T7.3 The Respondent shall submit the response to this section as follows:
- 1) Complete the electronic version of Appendix 2 with the responses keyed into column "C", print, and include under Tab 7 of the Technical Reply.
 - 2) Save the file in *Excel*, name the file "Tab 7 Responses by XYZ" (where XYZ is the name of the Respondent). Label the CD, DVD-ROM or USB flash drive in the same manner.
 - 3) Provide a completed electronic copy saved to a CD, DVD-ROM or USB flash drive along with the ITN reply submitted.
- T7.4 Complete Appendix 2B
Refer to the details in Appendix 2 – Solution Requirements. Considering the requirements of the Florida Department of State for its system and your (the Respondent's) COTS solution, for each Service Area and each activity that occurs within each Service Area, in the cell labeled "Percentage," provide the percent of each that is currently built into the proposed COTS product.

Tab 8: Key Personnel and Project Staffing

The selected Respondent will be required to provide qualified staff to perform all activities described in this ITN and meet all Scope of Work requirements. This section of the Respondent's proposal will include the following sections:

- T8.1 Approach to Staffing. The Respondent is to demonstrate an understanding of the appropriate staffing to complete the Scope of Work activities as defined in this ITN. Responses in this section are to include the following:
- T8.1.1 The number and types of staff required to complete the scope of work
 - T8.1.2 Transition of personnel between activities
 - T8.1.3 Identification of any staff shared activities and discussion of its strategy for managing the risk of overlapping staffing
 - T8.1.4 A proposed staffing plan showing personnel categories and staffing equivalents for major categories of staff assigned to the activities, including modifications and special projects. The staffing plan should show key and non-key personnel staffing by category or person by month for the duration of the activity
 - T8.1.5 A backup plan for replacement or supplementing staff if required
- T8.2 Project Organization Charts and Position Descriptions. Respondents proposals should include an organization chart for the major activities:
- T8.2.1 Requirements gathering/discovery/Gap Analysis
 - T8.2.2 Documentation, Definitions, Design (Technical and Functional Documentation)
 - T8.2.3 Configuration
 - T8.2.4 Conversion/Migration
 - T8.2.5 Testing (including separate identification of staff for system testing, migration testing, integration testing, Beta testing, and support of the UAT)
 - T8.2.6 Training
 - T8.2.7 Implementation
 - T8.2.8 Maintenance and Operations (including Modifications)
 - T8.2.9 Transfer
 - T8.2.10 Post-Implementation plan (short-term and long-term [up to five {5} years])
- T8.3 Key Corporate Personnel. Proposals are to include description of staffing positions shown in the organization chart and listed in the staffing charts.

Respondents shall identify and describe roles and responsibilities of all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this ITN. Respondents shall include resumes for all key corporate personnel. The resumes shall include name, education and years of experience in current role, employment history, particularly as it relates to experience with the proposed application and software and the specified scope of work.

- T8.4 Key Project Personnel. Respondents shall designate key project personnel. Key personnel shall include at a minimum: Project Manager, Operations Manager, Systems Architect/Technical Team Lead, Configuration Manager, Data Manager, Training Manager, Testing Manager, and Respondent's Subject Matter Expert(s) (SME). The Respondent's SME position may be met by another key person if all qualifications are met by the proposed person. Respondents shall include resumes for all key project personnel. Resumes shall include name, education, years of experience, and employment history, particularly as it relates to the proposed application and software and the specified scope of services.

This section shall also specify the following:

- The project manager's experience in managing subcontractor staff, if the Respondent proposes to use subcontractors
 - The percentage of time the project manager and each key project staff person will devote to this project monthly or by major activity
- T8.5 Project Teams. Provide a narrative or organizational chart that describes the organization of the proposed project team. Provide information for key project team members, including:
- Description of anticipated work they will perform and approximate estimated hours
 - If the Respondent has vacant positions, identify the job description and minimum qualifications for staff members to be recruited
 - Subcontractors: If a Respondent intends to use any pre-identified subcontractors, the Respondent must identify in the proposal the names of the subcontractors and the portions of the work the subcontractor will perform. If the subcontractors are not yet known, these must be approved by the Department prior to engaging in work. The Respondent must provide a statement that the Respondent will ensure that the subcontractor has or will obtain any required licenses and registrations, including registration with the State of Florida, Department of State, Department of Corporations
 - Joint Venture: If submitting a proposal as a joint venture, the Respondent must submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities regarding performance and payment
- T8.6 Project Management Plan. Provide a proposed project management plan utilizing certified, experienced project managers to oversee the project from contracting through implementation, rollout, transfer, and warranty.

Tab 9: Work Plan and Schedule

Respondents shall provide a Work Plan and Schedule that includes:

- T9.1 Detailed descriptions, timelines (e.g. Gantt chart), and milestones of the major activities, tasks, and subtasks necessary to accomplish the requirements of this ITN
- T9.2 Identification of the responsible party (i.e., the Department or the Respondent) for each major task and activity
- T9.3 Discussion of the flexibility of the work plan to meet changes in program requirements and cope with delays should they occur
- T9.4 Discussion of any proposed delayed or phased implementation of functionality
- T9.5 Project Approach (e.g. Agile, Waterfall)

Any proposed delayed implementation of functionality or phasing of implementation shall be fully supported in the discussion of the Respondent's approach, including a description of how the Respondent will facilitate the user's ability to access and coordinate data in the existing systems and database and the new solution during any phased or delayed implementation period.

Tab 10: Deviation and Exceptions Section

If the Respondent objects to any term or condition of the ITN, the Respondent shall submit an exceptions document. Exceptions that materially change the terms and conditions of the ITN may be deemed a non-response by the Department, in its sole discretion, resulting in possible disqualification of the Respondent. The Department reserves the right either to execute a contract without further negotiations with the successful Respondent or to negotiate contract terms with the selected Respondent if deemed in the best interest of the State.

Tab 11: Additional Information Section

Respondent shall include any additional information in this section.

VOLUME THREE: Price Reply

Each Respondent shall use the forms provided as Attachment D, "Cost Reply Sheet", to provide for the services requested in this solicitation. The Respondent's Price Reply (VOLUME THREE) shall be packaged and sealed **separately** from its Administrative Qualification Documents (VOLUME ONE) and Technical Reply (VOLUME TWO). Failure by the Respondent to submit the sealed Price Reply separately from the Administrative Qualification Documents and Technical Reply and may result in the reply being deemed non-responsive and, therefore, rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Attachment C, to include the purchase and licensing of hardware, software, and operating system(s), as well as hosting and maintenance, and staffing for manual data reconciliation and to backfill the normal duties of Subject Matter Experts (SMEs) during discovery, documentation, testing, and training. The Respondent's reply hereto, including, but not limited to, the Respondent furnishing the necessary personnel, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses, and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide a cost on Attachment D shall result in the reply being deemed non-responsive and therefore, the reply will be rejected. Footnotes, notations, and exceptions made to Attachment D shall not be considered.

Respondents must not include any Technical Reply information or alternative Terms and Conditions within the Cost Reply Sheet. Replies which include such information in the Cost Reply Sheet will be rejected as non-responsive.

Tab 1: Attachment D- Cost Reply Sheet

Respondents shall ensure that all costs necessary to provide a complete working system are included in the worksheets, regardless of whether or not there is a specific line item identified in the worksheets. The following costs, at a minimum, shall be included: software configuration, testing, installation, and maintenance, hardware acquisition, installation, and maintenance, software acquisition, license and maintenance, and escrow account.

Any proposed system component, hardware, service, or identified scope of work in the Respondent's proposal that is not specifically priced or identified in the Respondent's worksheets, or that is identified after award of the contract, will be assumed to be included by the Respondent at no additional cost.

3.3 Submittal Requirements

1. One (1) signed original Administrative Qualifications Documents (VOLUME ONE) shall be enclosed
2. One (1) signed original Technical Reply (VOLUME TWO) and nine (9) copies thereof shall be bound, enclosed and sealed individually. The original should be labeled "Original Technical Reply" and all copies should be labeled "Technical Reply Copy/ # of 9."

If a Respondent considers any portion of its Technical Reply to be confidential, the Respondent must submit a separate CD, DVD-ROM or USB flash drive in accordance with Section 2.18. This CD, DVD-ROM or USB flash drive should be titled "Redacted Copy."

3. One (1) signed original Price Reply (VOLUME THREE) shall be enclosed and sealed separately.
4. The Vendor shall also provide **VOLUME ONE, VOLUME TWO, and VOLUME THREE** in electronic format to be submitted on one (1) CD, DVD-ROM or USB flash drive.

Electronic files should be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

If a Respondent fails to submit the electronic, signed copies with its reply, the Department reserves the right to contact the responding Respondent by telephone for submission of this document via email. This right will be exercised only when the reply has met all other requirements of the solicitation.

3.4 Submission of Reply

It is the Respondent's responsibility to ensure their reply/proposal is delivered to the proper place and by the deadline stipulated in the Solicitation Timeline. Replies must be submitted in a sealed envelope/package by U.S. Mail, express or expedited courier delivery service, private courier, or hand delivery.

Notwithstanding Section 3 of the “State of Florida PUR 1001 (10/06) General Instructions to Bidders” and Tab 7, the Department of State does NOT accept electronic submission of responses.

The Department’s building is a secured facility. If you are hand-delivering the reply, please allow for sufficient time to gain access into the building. **REPLIES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED.** The Department’s clocks will provide the official time for reply receipt.

3.5 Reply Opening

A public reply opening will be conducted at the time and date specified in the “Solicitation Timeline” (*SECTION 1.4*) in the Purchasing Office located at R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida, 32399-0250.

After the public proposal opening, the name(s) of all Respondents submitting proposals shall be made available to interested parties upon written request to the Procurement Officer listed in *SECTION 1.6 – Procurement Officer*.

3.6 Reply Administrative Review

A. Non-Responsive Replies - Each Respondent shall submit a reply that meets all material requirements of this ITN. The Department reserves the right to determine whether the reply meets the material requirements as outlined in the ITN solicitation. Material requirements of this ITN are those without which adequate analysis and comparison of replies is impossible, or those that affect the competitiveness of replies. The Department seeks to maximize competition and reserves the right to seek clarification from responding Respondents to obtain non-material information to complete a responsiveness review. Failure of a Respondent to provide required information may cause a Respondent to be deemed Non-Responsive and, therefore, be disqualified from further consideration.

Non-Responsive replies may include, but are not limited to, those which:

- Fail to utilize, complete, and/or submit the mandatory prescribed forms
- Include terms and conditions contrary to the requirements of this solicitation
- Do not contain original authorized signatures
- Contain Technical or reply information contrary to those outlined in this ITN
- Are not in conformance with the requirements and instructions contained herein

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, AT THE DEPARTMENT’S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY THE DEPARTMENT AND CAN BE EASILY AND QUICKLEY REMEDIED.

The Department reserves the right to wave minor irregularities in a reply. A minor irregularity is a variation of a technical nature to this ITN which does not affect the price of the reply or give the Respondent a substantial or unfair advantage over other Respondents. At its sole discretion, the Department may request a Respondent to provide clarifying information or additional materials to correct a minor irregularity. However, the Department will not request, and the Respondent shall not provide, additional materials that affect the price of the reply or give the Respondent an advantage or benefit not provided to all responding Respondents.

B. Disqualification for Non-Responsibility - The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the prospective Respondent's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a Responsible Respondent. The Department will reject the reply submitted by any Respondent deemed not to be a Responsible Respondent.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Respondent is not a Responsible Respondent include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

3.7 Material Deviations

The Department has established certain requirements with respect to proposals to be submitted by Respondents. The use of *shall*, *must*, or *will* (except to indicate simple futurity) in this Request for Proposal indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient reply is not in substantial accord with this Request for Proposal requirements, provides an advantage to one Respondent over other Respondents, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department or otherwise adversely impact the Department's interest. Material deviations cannot be waived and shall be the basis for the rejection of a proposal.

3.8 Minor Irregularities

A minor irregularity is a variation from ITN terms which does not affect the price of the proposal or give the Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of the Department. The Department reserves the right to waive any minor irregularities and correct computational errors in price extensions.

3.9 Changes to Reply

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department of State Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically prohibits modification of a proposal after proposals are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the written approval of the Purchasing Office prior to the proposal opening date.

3.10 Withdrawal of Reply

A Respondent may withdraw a reply by written notice to the Department on or before the deadline specified for the receipt of reply in the Solicitation Timeline of this Solicitation. Such written notice is to be submitted to the Procurement Officer at the address specified.

3.11 Proposal Disposal

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of ideas, contained in any proposal received in reply to this ITN. Selection or rejection of the proposal shall not affect this right.

3.12 Proposal Preparation Cost

The Department is not liable for any costs incurred by a Respondent in responding to this ITN, including those for oral presentations, if applicable.

3.13 Right to Accept or Reject

The Department reserves the right to accept or reject any and all proposals failing to meet mandatory responsiveness requirements, or containing material deviations, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

Additionally, the Department reserves the right to reject any and all proposals and to re-solicit if in the best interest of the Department.

END OF SECTION

A. Technical Reply Evaluation

Replies will be evaluated using the criteria set forth in this Section 4, Evaluation Process.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the ITN organization and contents specified for Replies in Section 3. DOS will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In reply to a Clarification Request, DOS will not allow or evaluate any information that does not respond directly to the Clarification Request.

B. Price Reply

1. The Department will take the following steps upon opening Respondent Price Replies.
 - a. Confirm that the Reply includes a fixed price.
 - b. Confirm that the Reply is submitted using the Department's Cost Reply Sheet (Attachment D)
 - c. Confirm that prices are clear and unambiguous.
 - d. Check the arithmetic in the Price Reply and conduct a Clarification Request for any computational or transfer errors noted.
 - e. Confirm that the Respondent has not submitted any Technical Reply information, Respondent assumptions, changes or additional terms and conditions.
2. The maximum available points (40) will be awarded to the Respondent with the lowest Price Reply.
3. The remaining Replies from all other Respondent's will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:
$$\frac{\text{(Lowest price submitted by any respondent / Actual Price submitted by respondent)}}{\text{X 40}} = \text{Points awarded}$$
4. Price Replies may be amended through negotiation and become part of the resulting Contract.

C. Technical Demonstration/Presentation

The Department reserves the right to short list Respondents deemed to be in the competitive range to conduct presentations/demonstrations of their solution prior to the final determination of contract award. A shortlist of Respondents may be generated based on the scores for the Technical Reply and Cost Reply of this ITN. Respondents may be selected for the shortlist if they receive a score of 100 or above on the ITN evaluation phase. Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest based on the overall technical response score average.

Respondents may be required to conduct a demonstration of its COTS system, software and services to DOS as specified in Section 1.4, Solicitation Timeline. The purpose of

this evaluation activity is to provide substantiating information and demonstrated performance to support the Reply content. Technical demonstrations/presentations will be evaluated on the merits of the solution, to include how the solution meets each of the eight (8) Service Areas and the integrated activities, the implementation process, technology solution, and transfer, hosting and maintenance, and warranty.

No part of the demonstrations will serve to relieve the Respondent of any quality or operation performance requirements as required under the resulting Contract.

Identical Scoring of Replies

In the case of an exact tie in the scoring, the tie will be resolved in accordance with section 295.187, Florida Statutes and Rule 60A1.011, Florida Administrative Code, which may include certification that a drug-free workplace has been implemented. Respondents may execute and return Certification of a Drug Free Workplace (Attachment E), to be considered in the event of an exact tie score.

END OF SECTION

SECTION 5 - NEGOTIATION PROCESS

5.0 Negotiation

Negotiation, as described in this Section, is designed to determine which Respondent and Reply will provide the greatest overall benefits to the State.

5.1 Vendor(s) Selected for Negotiations

In an effort to comply with the legislative intent of Chapter 287, Florida Statutes, to increase competition and award contracts equitably and economically, DOS may use each Respondent's Total Reply Scores to rank and identify the competitive range in the scoring of all Replies. The two Respondent's receiving the highest average scores will be eligible to enter into the negotiation phase of this ITN.

The order in which negotiations with the Respondent(s) commence will be determined according to the best interest of DOS. DOS reserves the right to negotiate with one, more, or none of the Respondent(s), regardless of the order in which the Respondent is ranked or negotiations commence. Should DOS be unable to negotiate a satisfactory Contract with any of the Respondent(s) receiving the two highest scores, negotiations may continue with additional or all other Respondents, if any, submitting responsive Replies.

Negotiations may continue until an agreement is reached or all Replies are rejected.

5.2 Negotiation Process

DOS's Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the greatest overall benefit to the State.

All Negotiation Sessions resulting from this ITN will be conducted in Tallahassee, Florida. DOS prefers to conduct all negotiations face-to-face; however, depending on the negotiation topics, DOS may consent to utilize other available means, such as conference calls or email, to conduct meetings.

The participating Respondent shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

During negotiations, Respondent(s) may propose alternate system capabilities or services that reflect the Respondent's optimal performance methodology while still complying with the other requirements of the ITN. DOS may request changes to proposed solutions. Additionally, DOS may consider Optional Commodities and Services offered in the Respondent's Replies; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Respondents will be provided an opportunity to submit any proposed Service Level Agreements, terms and conditions, or changes or concerns regarding the DOS Contract Document during negotiations, provided the term or condition at issue is negotiable.

Before award, DOS reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If DOS is unable to reach agreement with a Respondent on contractual issues or other issues, DOS may eliminate the Respondent from further consideration.

5.3 Best and Final Offer (BAFO)

The Negotiation Committee may request a Best and Final Offer from one or more Respondents with which negotiations were conducted.

The Respondent's BAFO shall clearly identify all changes to the Respondent's originally submitted Reply, including any changes agreed to during negotiations. These changes should include but are not limited to: Reply Page Replacements by page and section with updates clearly marked; any negotiated terms and conditions including Service Level Agreements; and a final Price Reply with compensation model (which may include alternate costing models).

DOS reserves the right to request additional BAFOs; reject submitted BAFOs; continue negotiations; and/or move to the next Respondent, as determined to be in the best interest of the State.

The contents of BAFO submissions are not public records subject to the provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Intended Agency Decision, or until thirty (30) days after opening the final Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

5.4 Financial Review

DOS may request financial information from the Respondent(s) it enters into Negotiations with. Respondents should not submit financial information with their Replies.

Respondents may be required to submit certified financial statements in conformity with Generally Accepted Accounting Principles (GAAP) for the last two (years), including an independent auditor's report for all years and any management letters received. It is the intent of DOS to review financial documentation to be able to satisfy itself that the Respondent is financially capable of providing all commodities and services outlined in this ITN and that organization changes affecting the Respondent shall not impede such assessment. Certified financial statements must be submitted in accordance with DOS's guidelines/requirements. DOS will provide submission guidance and requirements to the applicable Respondent(s).

During the course of this solicitation and resulting Contract, if a Respondent is instructed to provide financial information, any new statements that become available should be submitted immediately upon issuance.

Certified financial statements must be the result of an independent audit of the entity's records in accordance with generally accepted auditing standards by a certified public accountant (CPA). The financial statements must include balance sheets, income statements, statements of cash flows, statements of retained earnings and notes to the financial statements for all years.

5.5 Contract Award

The selected Vendors' BAFO will be provided to the Negotiation Committee for consideration. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5.6 Notice of Agency Decision

The Notice of Agency Decision will be posted on or about the date shown in the Solicitation Timeline (1.4) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period).

Posting will be made available on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu and at the Department of State's Purchasing Office located in Tallahassee, Florida.

The Department shall not be obligated to pay for information obtained from or through any Respondent prior to entering into a contract with the successful respondent.

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

END OF SECTION

SECTION 6 - SPECIAL CONDITIONS

6.0 **General Contract Conditions – PUR 1000 (10/06)**

The “State of Florida PUR 1000 (10/06) General Contract Conditions” – attached to this ITN, contains terms and conditions that apply to this solicitation. It is understood and agreed that Section 5 – Special Conditions are in addition to the General Contract Conditions (PUR 1000). In the event of any conflict between Form PUR 1000 and additional Department special conditions, the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

6.1 **Compliance with Laws**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

6.3 **Contract Extensions**

There shall be only one contract extension, if necessary, provided the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor (s. 287.057(13)). Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. Extension shall be executed prior to the expiration of current contract and is effective on the last date signed.

6.4 **Breach of Contract**

In the case of breach of contract on the part of the vendor, the Department reserves the right to cancel the contract and charge the vendor for the re-procurement of satisfactory service or product on the open market, or other remedies available to the Department pursuant to the provisions of the Uniform Commercial Code, Chapter 672, F.S., relating to the breach of express or implied warranties, including, but not limited to, warranties of fitness for a particular purpose or use.

6.5 **Damages upon Termination**

The Department’s exercise of the right to terminate shall not release the contractor from its obligation to pay damages incurred by the State due to any breach by contractor, including re-procurement costs, prior or subsequent to the notice of termination.

6.6 **Independent Vendor Status**

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its

work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

6.7 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in, the performance of this Contract.

6.8 Invoices and Payments

The Contractor agrees to submit invoices for compensation for delivery of products in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of product(s).

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the Department arising out of this Agreement or otherwise relating to the goods or services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment.

6.9 Financial Consequences

The Department's contract manager shall review the Contractor's Work/services as completed. If the Contractor fails to perform specified tasks in accordance with the Scope of Work the Department's contract manager shall not authorize payment.

6.10 Interest Penalties

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the State agency's responsibilities concerning penalties and time limits for payment of invoices.

6.11 Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

6.12 Travel Expenses

No travel expenses shall be allowed under the resulting contract; unless specifically set forth herein.

6.13 Department's Contract Manager (DCM)

The Department's Contract Manager's information shall be provided upon contract execution. The DCM will receive for the Department all invoices called for in this contract and will represent the Department in the technical phases of work. However, in no event shall any understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and a person other than the DCM be effective or binding upon the Department unless approved in writing by the DCM. The Department shall notify the vendor in the event there is any change of Department's Contract Manager.

6.14 Contractor's Contract Manager

Contractor shall provide contract supervision (when applicable) and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Contractor shall be responsible to see that the finished Work complies accurately with the contract documents. All communications given to the Contractor's contract supervisor shall be as binding as if given to the Contractor. The Department shall have the right to direct Contractor to remove and replace its supervisor, with or without cause. The successful Contractor shall provide the name, telephone number, and email address of the Contractor's contract manager assigned to the project prior to commencement of the Work. The Contractor shall notify the Department in the event there is any change of the Contractor's Contract Manager.

6.15 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

6.16 Records Audit

1. The successful Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract. Further, the successful Contractor agrees to allow the Department or the Office of the Auditor General access to all documentation and records related to this contract to conduct a financial or compliance audit at any time during the term of the contract and for five (5) years after contract termination.
2. The successful respondent agrees to include all record-keeping requirements in all sub-contracts and assignments related to this Contract.

6.17 Records Retention

All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following Contract expiration, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location. Violations will be noted and forwarded to the Department's Inspector General for review.

6.18 Accessible Electronic Information Technology

When applicable, Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

6.19 Performance Bond

A performance bond is not required.

6.20 Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

6.21 Intellectual Property

Unless otherwise agreed in writing, (i) intellectual property rights to preexisting property will remain with Contractor, (ii), intellectual property rights to all property created or otherwise developed by Contractor specifically for DOS will be owned by the DOS and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such agency controlled intellectual property right shall be handled in the manner specified by applicable state statute.

6.22 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.

END OF SECTION

SECTION 7 - ATTACHMENTS

Attachment A – Question Submittal Form (page 46)

Attachment B – Florida Department of State Contract (MODEL) (pages 47-56)

Attachment C - Statement of Work/Specifications and Requirements (pages 57-94 [includes attachment 1) (see attachments 2A [pages 95-116] and 2B [page 117])

Attachment D – Cost Reply Sheet (pages 118-119)

Attachment E – Drug Free Workplace Certificate (page 120)

Attachment F – Disclosure Statement Conflict of Interest Disclosure (page 121)

Attachment G – Reference Questionnaire (pages 122-124)

Attachment H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (pages 125-126)

Attachment I - Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements (page 127)

Attachment J – List of Subcontractors (page 128)

Attachment K – Response to Model Contract Exception(s) (page 129)

Attachment L – Security Acknowledgement (page 130)

Attachment M – Reference Form (page 131)

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) methods, 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

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, ~~Cost Management~~, Communication, 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 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 Functional Areas [**certifications, fiscal, correspondence, imaging, calendaring**]). Each of the Division's eight (8) Service Areas will also have 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. It is preferred 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 web servers 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 webservers, 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 **Project Contract** 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
Develop the System Design Document and include the supporting documents: <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. Develop the Interface Specification Design Document. Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.	Develop the System Design Document, Interface Specification Design Document and Reports Inventory, as specified, within 100 business days of contract execution. 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.	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.
Deliverable 3 - \$Cost		
Configuration and Development Phase		
Deliverable No. 4 – Traceability Matrix		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the system requirements that must be met by the delivered solution.	Develop the Traceability Matrix, as specified, within 110 business days of contract execution. 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.	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.
Deliverable 4 - \$Cost		
Deliverable No. 5 – Solution Prototype		
Description/Tasks	Performance Measures	Financial Consequences
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.	Provide a working prototype of the solution in a testing environment, as specified, within 120 business days of contract execution. Evidence of the working prototype and any other required documentation must be submitted and approved by DOS.	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.
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
<p>Conduct User Acceptance Testing (UAT).</p> <p>Provide the detailed results of the UAT execution.</p>	<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, Service and Trademarks, Service of Process/Subpoenas, **and** Public Records & Exemption Requests, **and Notaries Public**)
- 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 1st 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
PLL	Professional Limited Liability Partnership
RFP	Request for Proposal
SAMAS	State Automated Management Accounting System
SOS	Secretary of State

Attachment 3, Appendix 1
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.

**Section 3, Appendix 2A
Requirements**

Req#	Description
1.x	Inquiry/Searches
1.001	The system is to have the ability to search for entities by full business name, concatenated name, date of initial filing, Last Name of Officer, Last Name of Registered Agent, Zip code, Address, FEI/EIN, Document Number, Entity Type, effective date, and other details
1.002	The system is to have the ability to search fictitious name registrations by Fictitious Names/Doing Business As (DBA), Owner Name, Owner Charter Number, Registration, and other details
1.003	The system is to have the ability to search partnerships by Partnership Name, Agent/Partner Name, Owner Name, Partnership FEI/EIN, Document Number, and other details
1.004	The system is to have the ability to search Federal and Judgment Liens by FLR Debtor Name, FLR Document Number, and other details
1.005	The system is to have the ability to search for Cable Franchises by Franchise Name, Franchise Number, City or County of Service
1.006	The system is to have the ability to search for Notaries Public by Name, Notary ID, and Commission Number
1.007	The system will disallow the filing of two entities with the same name matched on any of the matching criteria in accordance with statutory business rules
1.008	The system will provide ability to conduct name searches that are not case specific
1.009	The system must provide ability to inquire by business name, Officers, Registered Agents, FEI/EIN, Document Number, and other details
1.010	The system shall include a search that provides the ability to display and print all indexed documents.
1.011	The system shall provide ability to perform special searches, such as, "Check Name Distinguishability" which allow consumer and DOS users to search for and test the uniqueness of a business entity name against DOS records, and searches by names of individuals, for example, registered agent officer and director.
1.012	The system must provide ability to restrict certain filings from public display pursuant to 119 f.s.
1.013	Provide to be able to search by Notary ID, Commission Number or Name and display entire the record.
1.014	The system must include workflow to perform deceptively similar name searches
1.015	The system must display name conflicts and company contact information in rejection notice
1.016	The system will allow for the parsing and concatenating of names to include the removal of spaces, definite and indefinite articles, and special characters and searching on both the entered name and parsed/concatenated name.
1.017	The system will allow for word conversion to include changing ordinal numbers, abbreviations, suffixes, numbers, roman numerals, and possessives and searching on both the entered name and the translated name
1.018	The search option within the system will allow for "is", "begins with", and "contains" searches

Req#	Description
2.x	Registrations (a.k.a. Core or Business Registry)
2.001	The system will provide the ability for users to submit new registrations, subsequent filing requests, and updates using online forms, mail or counter intake. System workflow processing will be configured in the system to accommodate Florida-specific forms, fields, and business rules to comply with Florida statutes.
2.002	The system shall provide the ability for public users to review their screens before submission
2.003	The system must provide external users with online filing options for various types of business entities and structures (e.g. LLC, Profit Corporations etc.)
2.004	The system must provide ability for internal staff to manually create business entities and structures in the system
2.005	The system must provide ability for internal staff to reject a submitted business entity filings and structures
2.006	The system must provide ability to display application status to external users via user login credentials
2.007	The system shall provide ability to identify registration filings that should or must be marked for review by internal staff
2.008	The system must provide ability to file authentications, Notaries and other services
2.009	The system must provide external users with the ability to file modifications online, including annual reports
2.010	The system shall provide ability to verify that the entity type is correct for the entity filing requested.
2.011	The system must provide a method to determine and identify duplicate filings and not allow the filing of a duplicate name
2.012	The system must provide a way to verify data entered on a registry form to make sure it make is accurate for the entity type selected
2.013	The system must provide ability to require specific information for a registered agent is entered during the time of filing
2.014	The system must track when a filing has been rejected and purge the filing after an identified time of nonresponse
2.015	The system must provide ability to verify the owner is the same entity type and active when a fictitious name includes corporate identifiers such as Inc. LLC, etc. at the time of a new filing
2.016	The system must provide ability to assign infinite owners to a fictitious name filing
2.017	The system must provide ability to either accept or reject a special character in a fictitious name, corporation, non-profit, limited liability company during an online filing
2.018	The system must provide ability to identify when a fictitious name is ready for renewal and send notification
2.019	The system must provide the ability for external users to cancel a fictitious name registration online
2.020	The system must provide ability to file a renewal for a fictitious name online

Req#	Description	
2.021	The system must provide the ability for internal staff to send fiscal records back to fiscal department when there is a problem	
2.022	The system will allow for bulk filing submissions (e.g. file transfer etc.)	
2.023	The system must provide ability to manage/change existing business entities and structures (e.g. address updates etc.)	
2.024	The system must provide ability for external users to submit an online request to Amend or reinstate a business	
2.025	The system must provide ability to request and retrieve a certificate of status or additional copies of a certificate of status online	
2.026	The system must provide ability to request and obtain a certified copy of a filed document online	
2.027	The system must provide ability to upload attachments when submitting an online filing.	
2.028	The system must provide ability to modify a registered agent and/or registered office on multiple business entities simultaneously. (Also known as bulk RA's)	
2.029	The system must provide ability to update or alter any event or filings under a fictitious name without modifying the history	
2.030	The system must provide ability to file a renewal for a fictitious name online	
2.031	The system must provide ability to allow external users to submit an online amendment request	
2.032	The system must provide ability to add an event/and or amendment to an existing business	
2.033	The system must provide ability to identify the type of business filing for the amendment	
2.034	The system must provide ability to allow external users to submit a merger request online or by paper	
2.035	The system must provide ability to add a merger for one or more existing businesses	
2.036	The system must provide ability to identify if a corporation is a non-qualified corporation prior to processing a merger	
2.037	The system must provide ability to determine if a business is active or non-active in the state of Florida while processing a merger	
2.038	The system must provide ability to generate an acknowledgement correspondence to send the user information about their merger and any certified copy requests	
2.039	The system must provide ability for external users to submit an online request to voluntary dissolve or withdraw a business	
2.040	The system must track the date of voluntary dissolution and allow the business owner to revoke the dissolution request within 120 days	
2.041	The system must provide internal users with the ability to administratively dissolve/revoke business entities	
2.042	The system must provide ability to determine the annual report fee based on the entity type and time of filing	
2.043	The system must provide ability to add infinite officers, directors etc. during the annual report filing	

Req#	Description	
2.044	The system must provide ability to verify an entity at the time of annual reporting (when the user does not log in)	
2.045	The system must provide ability to create annual or biennial reports for business entities	
2.046	The system must provide ability to allow business entities to select to submit an annual or biennial report	
2.047	The system must provide ability to send certification and acknowledgement letters	
2.048	The system must provide ability to notify customers when annual reports are due	
2.049	The system must provide ability to generate on-demand reports	
2.050	The system must provide ability to create a domestication record in the system	
2.051	The system must provide ability to associate and maintain history associated to a domesticated or converted business entity	
2.052	The system must provide ability to create a conversion record in the system	
2.053	The system must provide ability to require the user to adhere to specific filing requirements while submitting a conversion request	
2.054	The system must provide ability to accept and upload a statement of fact for a fraudulent filing	
2.055	The system must provide ability to associate a statement of fact to an entity record	
2.056	The system must provide an audit trail for statement of facts accepted	
2.057	The system must automatically reserve entity names during registration process until the effective date of filing	
2.058	The system must provide ability to identify a fictitious name associated to a corporate entity	
2.059	The system must provide ability to identify a legislatively created entity owner and manually override if necessary	
2.060	The system must provide ability to add a reinstatement online and manually	
2.061	Upon the filing of a new entity, the name will be saved as entered and as a parsed/concatenated name to include the rules in the search function (remove spaces, special characters, and identified words and change Roman numerals, abbreviations, numbers, and ordinals)	
2.062	The system must provide ability to reinstate a registry and perform a name change during a single transaction	
2.063	The system must provide ability to create and amend a new business Trust in the system	
2.064	The system must identify a Trust created by a unique identifier	
2.065	The system must track when a Trust filing has been rejected and purge the filing after a specific delay in inactivity	
2.066	The system must provide the ability for a customer to retrieve a copy of their business Trust certificate	
2.067	The system must track when a Trust filing has been rejected and purge the filing after a specified delay in inactivity	

Req#	Description
3.x	Fiscal
3.001	The system will provide an option to refund filing fee when rejected based upon the payment method used to file. This includes the separation of fee structure when an applicant filed multiple application documents in one shopping cart.
3.002	The system will allow for the acceptance of payments by major credit cards and interface with current third party vendor
3.003	The system will allow for online payments by credit card and Sunbiz E-file accounts
3.004	The system will generate vouchers in PDF format for printing and submitting with checks to associate the payment to the filing
3.005	The system will provide ability to validate credit cards, cash receipts and check payments
3.006	The system will provide ability to print the validation information (batch ID, etc.) on the back of a check and display the check image in the system
3.007	The system will provide ability to create a fiscal record for every payment received and create an audit trail
3.008	The system will provide ability to create and assign a tracking record/number with cover sheet and associate the tracking number to a fiscal record
3.009	The system will provide ability to associate one payment to multiple documents received
3.010	The system will provide ability to associate multiple payments to one or more documents received
3.011	The system will provide ability to identify and batch payments received and processed each day
3.012	The system will provide ability to integrate with a third party software vendor for credit card processing with the option for a shopping cart
3.013	The system will provide ability to associate a payment to a business entity and structure for online and paper filings
3.014	The system will provide ability to debit and credit user fiscal accounts
3.015	The system will provide audit tracking for any and all financial processing associated to a business entity or structure
3.016	The system will provide ability to search, review and modify payment information associated to a business entity or structure
3.017	The system will provide ability to create a work queue for fiscal records created and transfer work to other departments.
3.018	The system will provide ability to accept and process transactions received from external financial agencies
3.019	The system will provide ability to determine and modify the next business day for processing in the system
3.020	The system will provide ability to assign a receipt date and validation date separately
3.021	The system will provide ability to create and modify a fee schedule based on specific categories
3.022	The system will provide ability to process refunds and reconcile payments received

Req#	Description	
3.023	The system will provide ability to retrieve and view a daily batch and sequence for all revenue received	
3.024	The system will provide the ability to create daily deposit and cash summary reports and send them to pertinent agencies	
3.025	The system will provide ability to scan checks and money orders for electronic deposits	
3.026	The system shall provide ability to perform electronic (remote) deposits	
3.027	The system will provide ability to reopen closed daily batches	
3.028	The system will provide ability to void an entire daily batch	
3.029	The system will provide ability to void or delete an individual check from an existing batch	
3.030	The system will provide ability to assign comments to batches to reflect changes (e.g. voids)	
3.031	The system will provide ability to create an audit trail for each batch/sequence record modified	
3.032	The system will provide the ability for specific personnel to create or modify, alter, void or delete batch/sequence records	
3.033	The system will provide ability to import reports received from other financial institutions into the DOS system.	
3.034	The system will provide ability to generate monthly deposits and cash summary reports and send them to pertinent agencies	
3.035	The system will provide ability to import and reconcile fiscal information received for UCC transactions from a third party vendor	
3.036	The system will provide ability to create and generate ad-hoc fiscal reports in the system	
3.037	The system will provide ability to create a reconciliation work flow to assign work to internal staff	
3.038	The system will provide ability to generate a letter regarding reconciliation information and associate it to the batch/sequence ID and send it to external users	
3.039	The system will provide ability to create and add new fiscal categories & object codes to the system	
3.040	The system will provide ability to create new drawdown accounts in the system	
3.041	The system will provide ability to modify/update any drawdown account in the system	
3.042	The system will provide ability to automatically withdraw from an existing drawdown account	
3.043	The system will provide ability to send acknowledgement correspondence during initial account setup	
3.044	The system will provide ability to search for drawdown accounts by specific search criteria	
3.045	The system will provide ability to allow users to view and print their account statements online	

Req#	Description	
3.046	The system will provide ability to send mass communications to account holders when system changes occur	
3.047	The system must provide approved internal users with the ability to transfer funds between accounts	
3.048	The system will provide ability to send correspondence/email when there is an issue with an account	
3.049	The system will provide ability to identify a returned check in the system	
3.050	The system will provide ability to send correspondence to an external customer when they have a returned check	
3.051	The system will provide ability to track the time a return check correspondence has been sent against when it must be corrected	
3.052	The system will provide ability to associate a returned check to an existing entity or business	
3.053	The system will provide ability to add object codes to the fiscal data dictionary	
3.054	The system will provide ability to account for funds from other agencies through "JT Transfer" and the SAMIS code	
3.055	The system will provide ability to link to, validate, and reconcile on both current date (date funds received) and date of filing	
3.056	The system must maintain financial transaction data (e.g., document fee, tracking number, document type, payment amount, applicable record, payer name, and financial fund [account]) for tracking and audit purposes	
3.057	The system must provide ability to allow internal users to update document transaction details (e.g., transaction type, required fee, statutory reference, fund type, unit number, and fund number)	
3.058	The system will provide the ability for Internal and online payment options including credit or debit cards, cash and ACH with payment method tracking	
3.059	The system will provide ability to search for payments by data captured (e.g., login ID, transaction date, payment number)	
3.060	The system must provide the capacity for printing all search returns	
3.061	The system will provide ability to limit the payment methods available to a user based on the transaction amount	
4.x	Imaging	
4.001	The system will allow for the ability to import scanned documents and associate them to a business entity or structure	
4.002	The system will allow for the ability to view, alter, move, remove, or void a scanned/imaged document	
4.003	The system will allow for the ability of authorized Division staff to view, retrieve and print checks received and processed	
4.004	The system must store Images as compressed .tif or .pdf files	
4.005	The system will allow for the redaction of personal and financial information to all but authorized Division users and the filer, law enforcement, banks, and other authorized users	

Req#	Description	
4.006	The system must allow for the ability to redact all checks and only allow authorized Division users and the filer, law enforcement, banks and/or authorized personnel to access redacted checks	
4.007	The system must store all documents as a single file linked to the entity and filing	
4.008	The system must create an audit record of all documents to include date and time of upload, by whom, tracking number, and any modifications	
4.009	The system must provide ability to store all documents in perpetuity for active and inactive entities	
4.010	The system will provide ability to import scanned documents and associate them to a business entity, structure and/or add to an existing imaged document	
4.011	The system will provide ability to view, alter, move, remove, or void a scanned/imaged document	
4.012	The system will provide ability to view, retrieve and print checks received and processed	
4.013	The system will provide ability to create and recreate any and all certified documents	
4.014	The system will provide the ability allow external users to upload documents per service area	
4.015	The system must provide ability to automatically redact images during scanning	
4.016	The system must provide ability to enable any documents, invoices, and correspondence from Division to be printed with an optical machine readable indexing method (i.e. Barcode or QR code) or OCR for scanning and automatic indexing	
4.017	The system must provide the ability for optical scanning capabilities to identify and automatically read barcodes printed on incoming documents for indexing purposes for both batch and individual scanning	
4.018	The system must adhere to the Division of Corporations requirements in compliance with Florida State Law and the Americans with Disabilities Act (ADA)	
4.019	The system shall be designed for American English speakers	
4.020	The system will support deletion of scanned images, including a single page from a multi-page document	
5.x	Correspondence	
5.001	The system will allow for the generation and access specific correspondence templates	
5.002	The system will allow for the generation of correspondence, by authorized Division users utilizing approved templates	
5.003	The system will allow for the communication with business owners and/or contacts via email, fax and mail	
5.004	The system will allow for the generation and sending of a single correspondence and generate and send mass correspondence to specific users (both internal and external)	
5.005	The system will allow for the logging and retrieval of all correspondence sent to users regarding their business entity	

Req#	Description	
5.006	The system will allow for the filing of acknowledgements by email regardless of submission method	
5.007	The system will provide the ability for certified certificates of status to be available for download as PDF files and include a watermark and the information for the Secretary of State at the time of initial certification.	
5.008	The system must store all correspondence generated and provide the ability for future retrieval	
5.009	The system must provide the ability for electronic document creation and editing tool utilizing standard templates for all hard (and soft) copy correspondences and certificates. Capability to auto-fill information into templates based on contextual business logic	
5.010	The system must auto generate confirmation or tracking numbers and status information for online submissions via email to all users associated to an entity	
5.011	The system must generate renewal and expiration notices and change record status	
5.012	The system must provide functionality for internal staff to manage periodic forms and notices for mailings	
5.013	The system must provide ability to integrate signature fonts or signature images to be reflected on certificates and correspondence	
5.014	The system must provide the ability for address confirmation functionality utilizing an industry standard address database	
5.015	The system is to provide an option to reprint previously generated certificates, rejection letters and receipts.	
5.016	The system must provide a user-configurable table of correspondence rejection reasons	
5.017	The system will ensure that requests that have been submitted, but have not paid the required fees will be sent an E-mail reminder five (5), 10, and 12 days after submission of the form	
6.x	Reporting	
6.001	The system will create pre-defined reports that, depending on the report type, are run hourly, twice daily, daily, weekly, monthly, and annually	
6.002	The system will log and retrieve all reports generated by the system	
6.003	The system will create and run specific reports for pertinent staff and functional areas (e.g. fiscal reports, administrative reports etc.)	
6.004	The system will provide a user dashboard to enable staff to access reports based on user access and permissions	
6.005	The system will provide the ability for authorized Division users to write and run ad hoc reports	
6.006	The system will provide scripts for ad hoc reports that will be maintained within the system for future use	
6.007	The system will ensure that batch reports are to be pre-scheduled as not to place a load on the system during peak days and times	
7.x	Administration	
7.001	The system will provide a workflow queue with work assignments based on current functional areas	

Req#	Description	
7.002	The system will provide ability to assign work assignments to specific staff	
7.003	The system will provide the ability for staff to manage, sort and route tasks	
7.004	The system will provide the ability for staff and administrators to modify work assignments during any phase of the workflow lifecycle	
7.005	The system must provide a status dashboard showing number and type of transactions in queues	
7.006	The system must maintain audit log for all changes to records containing information on edit date, last edit user and previously stored content	
7.007	The system must provide a user-configurable retention schedule for all images and data	
7.008	The system must provide the ability for automated identification of data and images for user-controlled purge process and provide reporting, in compliance with retention schedule	
7.009	The system must ensure that all system transactions are logged in the database and auditable	
7.010	The system will ensure that user access levels shall be tiered for internal user access levels, with varying view and edit permissions based on role	
7.011	The application must interface with Department's Active Directory to provide authentication of Division staff	
7.012	The system software will not contain any features permitting access to the system in violation of its security features or the change management process	
7.013	The system software will not contain any features rendering the system inoperable, or degrade its performance	
7.014	The system software provided will be certified by the vendor as virus and malware free	
7.015	The system must have the capability to monitor transactions through the system for the purposes of auditing, error diagnosis, and performance management	
7.016	The system must support encryption of data, including the ability to transmit and receive encrypted files and messages	
7.017	The selected vendor must provide comprehensive technical documentation and charts relating to the following: <ul style="list-style-type: none"> -Architectural Design - User Dialogs and Control Flow - Non functional requirements (Backup, Disaster Recovery, Response Times, Testability, Security, etc.) 	
7.018	The selected vendor must provide comprehensive operations documentation including Restoration of Service (ROS) manual	
7.019	The system must provide the functionality to execute and monitor automated and batch processes	
8.x	Authentication & Authorization	
8.001	The system will have the ability to create, update and manage user roles and permissions for both internal and external users	
8.002	The system will have the ability to control access to sections of the system according to defined permissions and roles	

Req#	Description	
8.003	The system will have the ability to differentiate between internal and external users	
8.004	The system will have the ability to display access to specific pages and information about business entities and structures to public without a user login	
8.005	The system must accommodate and utilize the BDIS Active Directory for authentication of DOS staff	
8.006	With the DOS project team, the vendor will determine the best method for authenticating public access for persons currently associated with an entity	
8.007	With the DOS project team, the vendor will determine the best method for authenticating public access for persons currently associated with multiple entities and entities not yet created	
8.008	With the DOS project team, the vendor will determine the best method for authenticating public access for persons currently not associated with an existing entity and entities not yet created	
8.009	With the DOS project team, the vendor will determine the best method for authenticating public access for persons currently not associated with multiple existing entities and entities not yet created	
8.010	With the DOS project team, the vendor will determine the best method for authenticating public access for persons to be associated with an entity not yet created (new users with new entities)	
8.011	With the DOS project team, the vendor will determine the best method for authenticating and authorizing staff of other state agencies to have higher levels of access than public	
8.012	With the DOS project team, the vendor will determine the best method for authenticating and authorizing staff of outside entities to have higher levels of access than public	
8.013	The system will provide one-to-one credentials only. There is not to be any shared access.	
8.014	The system must provide access in the areas of fiscal, imaging, correspondence, business registrations, liens, Authentications, Notaries Public, Cable Franchises, Marks, Service of Process, Subpoenas, and Exemptions in addition to areas already defined	
8.015	The system will ensure that different levels of permission will be defined by the DOS project team and implemented according to approved design requirements	
9.x	Migration	
9.001	The system must have the ability to integrate and migrate data from existing systems	
9.002	The system must have the ability to import data from other data sources (e.g. FTP; code tables etc.)	
9.003	The system must have the ability to export data from the database using pre-formatted, batch and ad hoc queries	
9.004	The system must have the ability to update system pages and functionality when federal or legislative changes are received (e.g. Biennial report filing)	

Req#	Description	
9.005	The vendor will provide the development of a data dictionary of the Corporations Legacy system consisting within the Oracle Rdb database and includes indexes to the .tif image files	
9.006	The vendor will provide the development of an Entity Relationship Diagram (ERD) for the Corporations Legacy system	
9.007	The vendor will provide mapping of the .tif and .pdf images in the Corporations Legacy system	
9.008	The vendor will provide the development of a data dictionary of the Corporations data stored on the Microsoft Azure Cloud in SQL and in Binary Large Object Language (BLOB) since January 1, 2013.	
9.009	The vendor will provide the development of an Entity Relationship Diagram (ERD) for the Corporations data stored within the Microsoft Azure Cloud since January 1, 2013.	
9.010	The vendor will provide the mapping of the images in BLOB storage on the Microsoft Azure Cloud	
9.011	The vendor will provide the converting of the images in BLOB storage to compressed .tif images	
9.012	The vendor will provide the development of a data dictionary for data stored across various systems, including as SQL on the election's database, for all other data (trademarks and service marks, cable franchise, factious names, liens, notaries and apostilles, substituted services of process request, Trusts, public records exemption requests).	
9.013	The vendor will provide the development of an ERD for all other data (trademarks and service marks, cable franchise, factious names, liens, notaries and apostilles, substituted services of process request, Trusts, public records exemption requests).	
9.014	The vendor will provide a migration plan which successfully moves all the data to a single database and database type (SQL or Oracle)	
9.015	The vendor will provide a migration plan that will include a cost/benefit analyses utilizing a SQL, Oracle, and/or other database type and provide a recommendation.	
9.016	The vendor must provide a migration plan that will include a cost/benefit analyses utilizing a .NET framework over other models and provide a recommendation.	
9.017	The vendor must provide a migration plan that will include multiple migrations to include historical data, data through development, and "Go Live" data	
9.018	The vendor will ensure that the migration of "Go Live" data will have a limited impact on the duration Sunbiz is offline	
9.019	The system must provide the ability for images to be indexed in the database with all images of documents stored on a file server	
9.020	The system must ensure that all migrate document images will have the ability to have personal information redacted as needed to include images of checks	
9.021	The system must ensure that all migrated key fields in document images may be redacted to include non-public personal identifiable information	

Req#	Description	
9.022	The system must ensure that in the case of migrated Public Exemption Requests, no files will be available online	
9.023	The system must ensure that for redacted document images, two copies will be stored, a redacted version for public display and a non-redacted version for viewing by persons within the DOC with proper authorization and the individual filer (the entity)	
9.024	The system must ensure that migration will keep a 1:1 relationship between filings and an entity	
9.025	The system must ensure that migration will keep a 1:1 relationship between a filing and associated images	
9.026	The system will ensure that all pages of a document will be stored as a single image file, to include a cover page and payment method (check), versus one file per document page	
9.027	The vendor must analyze the current database, both size and metadata and provide a data map (data dictionaries and entity relationship diagrams [ERD]) to the proposed solution	
9.028	The vendor must develop a 5 year growth plan for the database based on a 10% annual increase of filings	
9.029	The system must maintain the historical records and associations to the appropriate filings during the migration process	
9.030	The vendor must provide a future state data dictionary to identify all characteristics of the data (field name [abbreviation and full], field location, data type, string length, etc.)	
9.031	The vendor must create a future state Entity Relationship Diagram and data crosswalk	
9.032	The vendor must ensure the data be analyzed for integrity, gaps filled where necessary, and differences reconciled	
9.033	The vendor must ensure that the data be transformed from current to future state and routines created for converting and cleansing the data	
9.034	The vendor must plan for the addition and modification of data throughout the migration process	
10.x	Hosting	
10.001	The vendor must provide ability to integrate the current Division of Corporations' trifurcated system into a single enterprise solution.	
10.002	The portal for accessing the Florida Department of State, Division of Corporations Business Registry System will be http://dos.myflorida.com/sunbiz/	
10.003	The system must be housed in the continental United States of America	
10.004	The vendor will ensure that the data center housing the system will be equal to or greater than an Uptime Institute certified Tier III data center	
10.005	The vendor will ensure that the data will not be stored on a commercial cloud system and must be isolated from other data	
10.006	The selected vendor must ensure that the database and backups must be housed in the United States of America	
10.007	The system must include load balancing capabilities	

Req#	Description	
10.008	The system must include a DMZ and DMC with firewall protecting the processors and servers	
10.009	The system will have multiple environments: development, test, stage, and Production	
10.010	The system will utilize the same versions of hardware, operating system(s), and software and be formatted in the same manner	
10.011	The system will ensure that Test, Stage, and Production are all configured the same way with the difference being the quantity of each type of hardware	
10.012	The system must have redundancy, automatic backups with offsite duplication and automatic switchover, be connected to an Automatic Power Control (APC) and backup generator.	
10.013	The vendor shall ensure that the system will have limited downtime for patches or for failover (99% uptime)	
10.014	The system must be secure, utilizing both software and hardware security, to prevent unauthorized access	
10.015	The system must ensure that the database is not directly accessible from an internet location and inbound traffic is allowed only from the application servers.	
10.016	The system will ensure that production data will be encrypted.	
10.017	The system must support appropriate automated and manual database relationships between entities (e.g., business and registered agent, business and licensed contractor)	
<u>10.018</u>	<u>The system will monitor website traffic in order to determine scalability needs for speed and accessibility to the website.</u>	
<u>10.019</u>	<u>The vendor will consider enforcing sanity limits on the size and structure of user submitted data and requests</u>	
<u>10.020</u>	<u>The vendor will identify and implement website protections to prevent vulnerabilities such as SQL injections and XSS attacks</u>	
<u>10.021</u>	<u>The vendor will identify and implement malware scanning and web application firewalls to monitor the website for potential vulnerabilities</u>	
<u>10.022</u>	<u>The vendor will consider using Distributed Denial of Service (DDOS) mitigation strategies to prevent DDOS attacks</u>	
<u>10.023</u>	<u>The vendor will consider Denial of Service (DOS) mitigation strategies to prevent DOS attacks</u>	
11.x	Legal	
11.001	The solution must meet Florida Statutes sections 20.10(2) (c), 55.2, 83.49, 376.13, 376.14, 376.3075, 420.101,604.11, 657.254, 713.9, and 865.09	
11.002	The solution must meet Florida Statutes 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	
11.003	The solution must meet Florida Administrative Code 74-1, 74-2, 74-3,and 74-5	
12.x	General	
12.001	The selected vendor must have offices in the United States of America	
12.002	The selected COTS solution must have modules successfully deployed for the Secretary of State for at least two (2) of the 50 United States or its territories	

Req#	Description	
12.003	The selected COTS solution must be secure, sustainable, efficient, high performing, and economical	
12.004	The selected COTS solution must include differential authentication and authorization levels	
12.005	The system must maintain an audit log of all filings, edits to filings, and other transactions to include date and time, by whom, and the original and modified transaction	
12.006	The selected vendor must assist in the development and approve project documents to include key documents identified by the Project Management Institute (PMI) and the Florida Agency for State Technology (AST) (Communications Plan, Human Resource Plan, Team Roster, Change Management Plan, Escalation Plan, and Status Report)	
12.007	The selected vendor must submit scheduled status reports for each activity group and a summary report of the project	
12.008	The vendor must develop and execute a detailed testing plan at the unit, integration, system (Beta), and User acceptance	
12.009	The selected vendor will engage in 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 Immediately after the execution of the contract	
12.010	The selected vendor must engage Business Analysts to document all aspects of the project	
12.011	The selected vendor will maintain a repository of the documents for all project team members	
12.012	The selected vendor will ensure that all subcontractors must be properly vetted and approved by the Department	
12.013	The system will provide ability to merge duplicate records, with business logic in place to check and reconfirm submissions	
12.014	The system must provide a management dashboard providing performance metrics and transactional statistics	
13.x	Security	
13.001	The system must provide ability to create external user accounts and user credentials for authentication and authorization	
13.002	The system must create user accounts to be issued to agency users in the department's active directory.	
13.003	The system must provide ability to send an authentication email when an external user creates a user account	
13.004	The system must provide the ability for external users to create, manage and change their usernames and passwords without Division intervention	
13.005	At a minimum, the system's website must utilize a Secure Socket Layer (SSL) with at least 128 bit encryption	
13.006	The system 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	

Req#	Description	
13.007	The system shall 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.	
13.008	The system must follow the organizational standard policies and procedures for security and data protection, record retention, destruction of classified information, registry data and metadata, and authorized technology.	
13.009	The system will ensure that access to the system will be through a Secure Socket Layer (SSL) certificate utilizing 128-bit encryption or the superior Transport Layer Security (TLS).	
13.010	The vendor will ensure that all persons working on the project (vendors, contractors, state employees) must be successfully vetted with a Florida Department of Law Enforcement (FDLE) Level II background check and complete a tutorial in data security and sign a non-disclosure agreement.	
13.011	The solution must meet the Laws, Rules, Regulations, and Codes of the State of Florida and its agencies	
14.x	Calendaring	
14.001	The system must recognize a filing year runs from January 1 through December 31	
14.002	The system will allow filings to occur at any time of the year	
14.003	The system must recognize that new filings do not require an FEI/EIN	
14.004	The system must recognize that it is the "effective" date that determines the activation of the entity	
14.005	The system must be able to determine which entities are required to file an annual report and compute the required fees	
14.006	The system must allow the administration team to determine the due dates for the annual reports and make changes to the due date as needed	
14.007	The system must adhere to the division of corporations business rules for annual reports and have the ability to identify any annual reports submitted prior to January 1	
14.008	The system must adhere to the division of corporations business rules for annual reports and have the ability to identify any annual reports submitted after a given date (currently May 1) (does not apply to non-profit entity types)	
14.009	The system will adhere to a deadline for filing annual reports <u>(currently the third Friday in September)</u> and for administrative withdrawals <u>(currently fourth Friday in September)</u>	
14.010	The system will ensure that all entities that have not had an annual report filed by the deadline, will be administratively dissolved or revoked	
14.011	The system will allow an entity to have an effective date up to five (5) business days prior or ninety (90) days after the file date with this function being modifiable.	
14.012	The system must recognize weekends and not include them in the business day count	
14.013	The system must recognize state holidays and not include them in the business day count	

Req#	Description	
14.014	The system must allow for ad hoc closing of the business office (e.g., hurricanes) and not count the closed days in the count of business days	
14.015	The system must allow for later effective dates on business entity filings and restrict the effective dates for associated entities to that later date or after	
14.016	The system must allow for later effective dates for amendments and make change on selected date	
15.x	Training	
15.001	The vendor must develop and provide training modules for up to 150 staff members of the Division	
15.002	The selected vendor is responsible for developing the training documents and delivery for all aspects of the application for all users to include the up to 150 members of the Division	
15.003	The vendor must provide training onsite at the Florida Division of Corporations Office	
15.004	The vendor must provide direct training (not train-the-trainer)	
15.005	The vendor must ensure that at the deployment of the solution, staff members are competent in the navigation and use of the modernized business registry and can provide high level assistance to all level of users	
15.006	The vendor must define competency and certify all members reach the defined level.	
15.007	The vendor will provide tutorials, frequently asked questions, and navigation tips within the front end of the 504 and 508 compliant user interface.	
15.008	The vendor will provide a "sandbox" for the exploration, demonstration, and training of the system	
16.x	Testing	
16.001	The vendor must develop and execute a detailed testing plan at the unit, integration, system (Beta), and User acceptance	
16.002	The vendor is responsible for designing, implementing, and validating a test plan for each function of the application and the overall unit in which the function is deployed	
16.003	The vendor must ensure that testing is to include unit and integration testing and integration testing is to take place every time there is a modification to the code and/or functionality	
16.004	The system must ensure that all promotions are to be Beta and successfully complete User Acceptance Testing (UAT) before a deployment	
16.005	The vendor is to provide an issue tracking system (ITS) for the reporting and tracking of "bugs"	
16.006	The vendor must ensure that the ITS is to record such things as a name for the issue, a tracking ID, a description of the issue, the reporter, the date reported, the priority, and the severity of the issue, as well as who is assigned to fix the issue, the status of the issue, and by whom the issue was tested and approved for promotion	
16.007	The vendor must ensure that safeguards are to be in place for promoting data both on a schedule and as needed in an emergency only after being unit, integration, Beta, and User Accepted	

Req#	Description	
16.008	The vendor must ensure that safeguards are to be in place to back out promoted code and return the system to a defined point and time through a source control program.	
17.x Judgment and Federal Tax Liens		
17.001	The system must provide ability to create and modify a new federal tax lien or judgement lien in the system	
17.002	The system must identify the type of lien entered and create a unique identifier for each lien filing	
17.003	The system must provide ability to reject a federal tax lien or judgement lien and add notes to the lien record	
17.004	The system must provide a method to determine and identify duplicate federal tax lien or judgement lien filings	
17.005	The system will provide ability to accept and associate payments to lien filings	
17.006	The system will provide ability to integrate with federal agencies to manage payments for federal tax liens processed	
18.x Authentications (Apostilles and Notarial Certifications) & Notaries Public		
18.001	The system must provide ability to issue an apostille in accordance with 15.16, F.S. Must be issued on secured paper certificate and contain 10 items required by the Hague Convention	
18.002	The system must provide ability to issue a notarial certificate that attests the notary is/was a valid Florida notary for countries not a part of the Hague Convention	
18.003	The system must provide ability to issue a certificate of incumbency for a public document for a countries not a part of the Hague Convention	
18.004	The system must provide ability to issue a certificate to be attached to a filing in accordance with Florida Statutes 605, 607, 617, 620 and 495.	
18.005	The system must create a unique 5 digit code that corresponds with the type of certificate to be issued	
18.006	The system must provide ability to add a single new notary (application and bond) online or internally and assign a commission number and unique notary ID	
18.007	The system must provide ability to generate a notary certificate (online or internally)	
18.008	The system must provide the ability to regenerate notary certifications	
18.009	The system must provide ability to identify the type of modification request and modify a current notary	
18.010	The system must provide ability to renew a notary online or internally	
18.011	The system must provide ability to allow customers to upload documents (application and bond etc.) to the department for notary processing	
18.012	The system must provide ability to generate and send the certificate to the customer by email and provide a copy available for printing at another time	
18.013	The system must provide ability to allow customers to access notary information online	
18.014	The system must provide ability to integrate with the governor’s office system to gain approval of certain documents prior to the DOS processing the notary.	

Req#	Description	
18.015	The system must provide ability to reject an apostille/notarial request and site deficiencies	
18.016	The system must provide ability to issue a certified copy or plain copy of a notary application	
18.017	<u>The system must provide the ability for external users to set up and reset a username and password for notary education program.</u>	
19.x	Cable Franchises	
19.001	The system must provide ability to enter and process a request for a new cable franchise	
19.002	The system will provide ability to track the 5 year status for a renewal and send reminders to the cable franchise owners	
19.003	The system will provide ability to generate and send a certificate of franchise	
19.004	The system will provide ability to process a termination of the franchise	
19.005	<p>The system will provide ability to capture the following information pertaining to a Cable Franchise:</p> <ul style="list-style-type: none"> a. Franchisee Name b. Is this a new Franchisee or an amendment/extension/appending filing? c. If new, Create a new franchisee ID number. d. If appending/amending/extending, <ul style="list-style-type: none"> 1. To what prior franchisee ID #? 2. Modification of Service Area? 3. Transfer of Franchise Authority? or 4. Termination of Certificate of Franchise Authority. <p>and then...</p> <ul style="list-style-type: none"> e. assign a unique Document Identifier to the record f. note the date received by the Division g. collect and store an image of the document (pdf) 	
20.x	Trademarks and Service Marks	
20.001	The system must provide ability to file and maintain historical records for trade names	
20.002	<p>The system will provide ability to capture information related to a request for a name change to include:</p> <ul style="list-style-type: none"> a. Name of trademark/service/collective or certification mark as registered; b. Identification number; c. A certificate of registration was issued to the registrant or applicant under the name of; d. The registrant’s or applicant's name has been changed from; and e. The registrant’s or applicant's address has been changed to. 	
20.003	The system will provide ability to capture information related to the state of incorporation or domestication (if corporation or LLC).	
20.004	The system will provide ability to capture information related to the trademark and/or service mark being registered.	

Req#	Description	
20.005	The system will provide ability to capture information related to how the mark will be used on the goods or with the services identified.	
20.006	The system will provide ability to capture information related to a full written description of the mark that is being registered. If registering words only the system should offer the ability to capture indicate "words only or logo/ design"	
20.007	The system will provide ability to capture information related to the month, day and year of the first use of the mark anywhere.	
20.008	The system will provide ability to capture information related to the month, day and year of first use of the mark in Florida. Trademark/service mark should be in use at the time application is submitted for registration.	
20.009	The system will provide ability to capture the class type related to the identification of each goods and/or services of the mark being registered	
20.010	The system will provide ability to capture information related to a renewal notice that should be sent 6 months before the five (5) year expiration date. The renewal requirements are identical to the initial application requirements (except for only one specimen is required).	
20.011	<p>The system will provide ability to capture information related to whether ownership of the trademark or service mark is being assigned to another entity.</p> <p>If yes, the following apply</p> <ul style="list-style-type: none"> a. Name of assignor; b. Name of assignee; c. Business address of assignee; d. If assignee is a partnership, enter the state in which partnership is organized and the full and complete names of the general partners; e. If assignee is a corporation or limited liability company, enter state of incorporation; f. Name, address, and phone number of contact person for assignee; g. File number of the trademark/service mark being assigned; h. Name of trademark/service mark being assigned; i. Date of assignment; j. Person, mailing address and phone number if different from above; k. Please print assignor's full name; and l. Assignor signature and title. 	
20.012	The system must provide ability to retrieve a fiscal record associated to a trademark/service/collective or certification mark registration	
20.013	The system must provide ability to enter and adjust the filed date	
20.014	The system must automatically calculate an expiration date exactly five years from the filed date for trademark registration	
20.015	The system must provide ability to enter and associate cross reference names to a trademark/service/collective or certification mark registration	
20.016	The system must provide ability to identify one or more class designations with multiple dates for a trademark/service/collective or certification mark registration	

Req#	Description	
20.017	The system must provide ability to accommodate unlimited characters in the "Disclaimer Field" for a trademark/service/collective or certification mark registration	
20.018	The system must create an event record for all applicable statutory actions requested by a business owner/entity identified by the State of Florida statutes	
20.019	The system must provide ability to add a trademark renewal event within 6 months of the expiration date	
20.020	The system must provide ability to allow deletions or updates to classes/and or services/goods	
21.x	Service of Process and Subpoenas	
21.001	The system must provide ability to create a service of process record when a request is received	
21.002	The system must provide ability to record the original time and date of receipt for a service of process request and maintain a time clock through the end of processing	
21.003	The system must provide ability to pause the time clock during processing and restart the time clock as needed	
21.004	The system must provide ability to reset the time clock for a service of process request	
21.005	The system must provide ability to accept substitute service in accordance with 48, F.S. using a unique 5-digit code.	
21.006	The system must provide ability to generate an acknowledgement letter to acknowledge the plaintiff of the acceptance.	
21.007	The system must provide ability to generate a certified letter when a withdrawal of foreign entities is received	
21.008	The system must provide ability to reject a submission and note deficiencies	
22.x	Public Records Request and Records Exemption Requests	
22.001	The system will provide ability to issue a certificate to be attached to a filing in accordance with Florida Statutes	
22.002	The system will provide the ability for online users to view and download the public records exemption (PRE) form which is also available as an online form	
22.003	The system will provide ability to create a new exemption record in the system and assign an open/new status	
22.004	The system will provide ability to import a PRE received from the Secretary of State (SOS) office and associate to an exemption record	
22.005	The system will provide ability to indicate an action required or no action required for a public records exemption received	
22.006	The system will provide ability to close a exemption record in the system and assign an complete/closed status	
22.007	The system will provide the ability for online users to view and download the public records request form	
22.008	The system will provide ability to create a new public request (PRR) record in the system and assign an open/new status	
22.009	The system will provide ability to import a PRR document received from the Secretary of State (SOS) office and associate to a request record	

Req#	Description	
22.010	The system will provide ability to indicate an action required or no action required for a public records request received	
22.011	The system will provide ability to close a public request (PRR) record in the system and assign an complete/closed status	
23.x	Website	
<u>23.001</u>	<p><u>The system must provide the ability for content management. Managing content will include but is not limited to:</u></p> <ol style="list-style-type: none"> <u>1. Adding messages to the website during various times of the year (e.g. annual reporting period, maintenance window)</u> <u>2. Website content related to Department of State branding and marketing requirements</u> <u>3. Ability to add and remove resource materials (e.g. forms)</u> 	
<u>23.002</u>	<u>The system must provide the ability for specific internal users to manage website content and add resource materials (e.g. forms) to the Division of Corporations website.</u>	
<u>23.003</u>	<u>The vendor shall identify any third party integration or API used to support the Division of Corporations website.</u>	
<u>23.004</u>	<u>The system will provide the ability for users to access the Division of Corporations website via mobile devices.</u>	
<u>23.005</u>	<u>The vendor shall ensure that the Division of Corporations website has adequate mobile responsiveness for mobile devices.</u>	
<u>23.006</u>	<u>The vendor shall ensure that the website can handle standard internet service providers (e.g. Firefox, Internet Explorer, etc.)</u>	
<u>23.007</u>	<u>The system shall provide information to the client (e.g. report) when scalability needs require evaluation and modification.</u>	
<u>23.008</u>	<u>The vendor will provide options for ensuring Search Engine Optimization (SEO) during the development of the Division of Corporations website.</u>	
<u>23.009</u>	<u>The vendor will allow the Division of Corporations to maintain ownership of all Division of Corporations and Department of State images added to the website.</u>	
<u>23.010</u>	<u>The vendor shall provide a website usability and content layout plan during the planning phase of the project.</u>	

Requirements Percent Complete

Considering the requirements of the Florida Department of State for its system and your (the Respondent's) COTS solution, for each Service Area and each Function that occurs within each Service Area, in the cell labeled "Percentage," provide the percent of each that is currently built into your COTS product. Note: Authentications and Notaries Public are combined.

Service Areas	Percentage
Business Registrations (ID 2.x)	
Judgement and Federal Tax Liens (ID 17.x)	
Authentications (Apostilles & Notarial Certifications) and Notaries Public (ID 18x)	
Cable Franchise (ID 19.x)	
Trademarks and Service Marks (ID 20.x)	
Service of Process and Subpoenas (ID 21.x)	
Public Records Requests and Public Record Exemption Requests (ID 22.x)	

Activities	Percentage
Search/Inquiry (ID 1.x)	
Fiscal (ID 3.x)	
Imaging (ID 4.x)	
Correspondence (ID 5.x)	
Reporting (ID 6.x)	
Security (ID 13.x)	

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*					
Total					

*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*					
Total					

*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:	\$

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

End of Document