



FLORIDA DEPARTMENT OF STATE

# INVITATION TO NEGOTIATE

Solicitation Acknowledgement Form

Page 1 of 45 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and may not be withdrawn within: 180 days after such date and time.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.:

\*Authorized Representative's Signature

\*Name and Title of Authorized Representative

**\*This individual must have the authority to bind the Respondent.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

**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:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

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 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](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 <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
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 <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
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 <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>

**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](mailto: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](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](mailto: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](mailto: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:  
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 include 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
	<p>T7.3 The Respondent shall submit the response to this section as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2) Save the file in <i>Excel</i>, 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.</li> <li>3) Provide a completed electronic copy saved to a CD, DVD-ROM or USB flash drive along with the ITN reply submitted.</li> </ol> <p>T7.4 Complete Appendix 2B  Refer to the details in A</p>
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>

<b>Third-party Tool (TP)</b>	<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>
<b>Complete Modification (CM)</b>	<p>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.</p>
<b>Unable to Provide (UP)</b>	<p>The feature, functionality, or constraint described in the requirement is not available in the proposed solution.</p>

ppendix 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.

**3.2 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**

**SECTION 4 - EVALUATION PROCESS**

Reply scoring, as described in this section, is designed to determine which Reply or Replies offer the best apparent solution and greatest overall benefits to the State. DOS will evaluate Replies in three (3) phases after an administrative responsiveness review is completed. The three (3) phases are:

Technical Reply Evaluation	120 Maximum Points Available
Price Reply	40 Maximum Points Available
Vendor Demonstration/Presentation	40 Maximum Points Available

**Total Reply 200 Maximum Points Available**

The points awarded by each evaluator will be totaled and then averaged so that each vendor has a single score.

Evaluation Criteria	Maximum Points Available
1. Technical Reply	120
A. Transmittal Letter	5
B. Executive Summary	5
C. Respondent Qualifications and Experience	15
D. Solution Capabilities & Approach to Meet Requirements	35
E. Architecture, System, and Security	25
F. Requirements	15
G. Key Personnel and Staffing	5
H. Work Plan and Schedule	5
I. Overall Plan	5
J. Ability	5
2. Price Reply	40
3. Technical Demonstration/ Presentation	40
<b>Total Possible Points for the Reply</b>	<b>200</b>

**1. Reply Evaluation Process**

DOS’s Evaluation Committee will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Replies received in reply to this ITN.

Respondent are responsible for thoroughly reviewing all of the ITN requirements to ensure that their Reply and proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

**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](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**