Family Support Services of North Florida, Inc.

Invitation to Negotiate

For

Information Technology Services and Support

ITN-ITSS-019

Date posted: The date and time of first official posting of this ITN is April 12, 2019 at 1:00 p.m. Eastern Daylight Time

Submission Deadline: May 10, 2019, at 2:00 p.m. Eastern Daylight Time

Anticipated Contract Start Date: July 1, 2019

Number of Awards: One (1)

Please be informed that Family Support Services of North Florida, Inc., (FSSNF) is seeking proposals from qualified vendors to provide Information Technology services and support related services to FSSNF. FSSNF will begin accepting proposals immediately and all proposals must be submitted in writing.

In order to respond to this ITN, interested applicants must:

- Complete and submit the vendor packet and required attachments as described in this ITN.
- Submit a detailed bid for the services noted below in the scope of work.
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SECTION 1. FAMILY SUPPORT SERVICES OF NORTH FLORIDA OVERVIEW:
Family Support Services of North Florida, Inc. (FSSNF) is the lead agency for foster care, adoption and family preservation in Duval and Nassau counties. Through community-based care, FSSNF provides services and programs to help prevent child abuse and neglect, to promote a healthy family environment and to care for our community’s children in foster care.

The non-profit organization was established in 2001 to provide child protective services in Duval County, and was expanded to also serve Nassau County in 2007.

1.1. FSSNF Mission

The mission of Family Support Services of North Florida, Inc. is to be the leader in providing safety, stability, and quality of life for all children by working with the community to strengthen the family unit.

FSSNF is governed by a Board of Directors specifically selected to represent Duval and Nassau counties in developing and overseeing the child protection system of care.

Services for abused and neglected children and their families are performed by a network of local community-based non-profit agencies: Children’s Home Society, Daniel, Jewish Family & Community Services, and Neighbor to Family, which are also governed by community boards of directors.

Our vision is that children grow up connected to their own families, supported by families and protected by the community; that children have the opportunity to achieve in school and to learn to be productive citizens; that citizens of Duval and Nassau counties, organizations and agencies recognize that child protection is a community responsibility and represents the best interests of all county residents.

FSSNF, in collaboration with the Florida Department of Children and Families (DCF), is proud to be a leader in the Foster Care Redesign (Redesign) effort. Since December 2006, we have successfully reduced the number of children in out-of-home care by an average of 50 percent.

SECTION 2. QUALIFICATION REQUIREMENTS:
Mandatory contract award and performance criteria include:

- The respondent must be appropriately licensed in the State of Florida to provide the advertised service.
- Accompanying the application must be the names and contact information for three (3) professional references who are knowledgeable about the quality of service the applicant provides. Local references preferred.

2.1. Disqualification Criteria:
1. Failure to have performed any previous contractual obligations with FSSNF or the State of Florida in a manner satisfactory to FSSNF, another Lead Community Based Care Agency, or DCF may be sufficient cause for disqualification. To be disqualified as a respondent under this provision, the respondent must have:
   a. Previously failed to satisfactorily perform in a contract with FSSNF, another Lead Community Based Care Agency, DCF or the State of Florida, been notified of unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of these entities; or
   b. Had a contract terminated by FSSNF, another Lead Community Based Care Agency, DCF, or the State of Florida.
2. FSSNF will not award contracts to any agency or its Providers and/or sub-providers that:
   a. Have been barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
   b. Have within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in the paragraph above; and
   d. Have within a 3-year period preceding this proposal, had one or more public transactions terminated for cause or default.

2.2 Submission Criteria:

1. All proposals must be submitted as specified with the proposal pages required. To be considered, the proposal must respond to all parts of the ITN and information not clearly defined as a response to application requirements or in the proper order or section may not be scored.

2. All proposals shall become the property of FSSNF. The completed application and all applicable documents must be submitted to the Contracts Department and received at the address below by the time and date specified in Section 5. The proposal shall be signed by a representative who is authorized to contractually bind the Respondent.

3. One (1) hard copy original document and on electronic media (i.e., CD, flash drive, etc.) and submitted via certified mail with return receipt for proof of delivery or hand delivered to the FSSNF corporate office at 1300 Riverplace Blvd., Suite 700, Jacksonville, FL 32207.

   a. If hand delivered, the applicant must obtain a signed receipt from the receiving FSSNF staff person indicating the date and time of delivery and who received the application for FSSNF. All submitted applications must be clearly marked on the outside of the sealed packaging.

Failure to respond to this ITN in this manner may result in disqualification from consideration. Proposals which are received by FAX are not acceptable and will be rejected.

2.3 Scope of Work/Service Description:

The selected vendor will be expected to perform various computer related services for FSSNF as directed by FSSNF’s Manager of Information Systems. Current services are listed below include but are not limited those details. The final resulting agreement will be negotiated with the successful vendor.

It is FSSNF’s preference to have a comprehensive Information Technology Services and Support vendor.
FSSNF currently has the following configuration and services:

1. Managed Services – Quantity 2 (sites) 1300 Riverplace Blvd, Suite 700, Jacksonville, FL 32207 and 96016 Lofton Square Court, Yulee, FL 32097.
   a. Managed Servers – Quantity 9
   b. Managed PCs – Quantity 187
      i. Anti-virus protection, monitoring, and patching of computers and servers
   c. Meraki access points – 9
      i. Hewlett Packard 24 10/100/1000 port network switch for managing Meraki access points

2. Private Cloud Services consisting of:
   a. Virtual server base – Quantity 8
   b. VCPU (virtual CPUs) – Quantity 18
   c. Ram – 64 Gigabyte
   d. Encrypted Hybrid SSD high performance storage – 7322 GB
   e. Backup snapshot storage – 6418 GB
   f. SSL certificate – per unit – Quantity 2
   g. Archive Windows XP VMs with encrypted storage – Quantity 2
   h. Email Archive – Quantity 150 mailboxes
      i. Personal and discovery archive for retrieving and managing archived email

3. Cloud software:
   b. Firewall – Quantity 1
   c. Anti-virus
   d. Web filtering
   e. Spam filtering
   f. VPN – Quantity 90

4. Hosted Services consisting of:
   a. Helpdesk ticketing system – Quantity 3 licenses
   b. Protect logins for two-factor authentication

FSSNF would like to upgrade the current email services. The vendor should provide options to include, but not limited to Office 365, Exchange 2016, etc.

2.4. Content of the Reply/Bid:
1. Mandatory Requirements
2. Executive Overview
3. Mission
4. Service History
   a. Describe Vendor’s experience delivering IT services including various service level agreements and escalation processes.
   b. Vendor should have knowledge and experience with various types of computer operating and networking systems.
   c. Vendor knowledge regarding confidentiality in accordance with HIPPA Regulations is essential.
   d. Provide three (3) references with contact information from clients with at least 3 years of service from vendor. Local references preferred.
      i. Client references should be made aware that they will be surveyed.
5. Financial Stability
a. Provide last three (3) years of financial reports, including at minimum, Balance Sheet, Income Statements, and Statements of Cash Flow, certified by an Accountant.
b. Provide most recent Annual Report (if applicable) and Auditor’s Report.
c. Provide letters of reference from financial institution(s) that attest to the credit-worthiness of your company and their willingness to do business with your company.

6. Staffing and Structure
   a. Include qualifications, etc.
      i. Assigned or shared resources.
      ii. Local representatives.

7. Proposed solution to ITN
   a. Describe how vendor will provide the services outlined above; description of services.
   b. Each line item should reflect a quantity and cost per item and then totaled per line.
   c. Included costs for additional resources such as VCPUs, storage, ram, etc. for production and backup should those needs increase.

8. Copy of Master Services Agreement.

9. Copy of completed Vendor Packet to include all requested information.

SECTION 3. SPECIAL CONDITIONS:
3.1. News Releases/Publicity:
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project, when feasible, shall not be made without prior knowledge of FSSNF. Releases should identify the funding entity as well as the funding source.

3.2. ITN Documents:
Respondent shall examine the ITN carefully. Ignorance of the requirements will not relieve the Respondents from liability and obligations under the awarded Contract.

3.3. Respondent’s Costs:
FSSNF shall not be liable for any costs incurred by Respondents in responding to this ITN.

3.4. Conflict of Interest:
The award hereunder is subject to provisions of federal regulations, state statutes and county ordinance. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of FSSNF. Further, all Respondents must disclose the name of any FSSNF employee or who owns, directly or indirectly, any interest in the Respondent’s firm or any of its branches.

3.5. Lobbying Statement:
Firms and their agents are hereby placed on notice that the FSSNF staff or evaluation team shall not be contacted (with the exception of designated contact person) about this Proposal. Public meetings and public deliberations are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Negotiate and written correspondence in regard to proposals may be submitted to the FSSNF official contact person. Failure to adhere to these requirements could result in action to disqualify Respondent from consideration of award.
3.6. Addition, Deletion, or Modification of Proposal:
FSSNF reserves the right at its sole discretion to increase, decrease, or delete any portion of this proposal at any time without cause.

3.7. Right to Inspect, Investigate, and Rely on Information:
In ranking replies for negotiation and in making a final selection, FSSNF reserves the right to inspect a vendor’s facilities and operations, to investigate any vendor representations and to rely on information about a vendor in FSSNF’s records or known to its personnel.

3.8. Rejection of all replies:
FSSNF reserves the right to reject all replies at any time, including after an award is made, when doing so would be in the best interests of FSSNF. By rejecting all replies, FSSNF assumes no liability to any vendor.

3.9. Withdrawal of ITN:
FSSNF reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of FSSNF. By withdrawing the ITN, FSSNF assumes no liability to any vendor.

3.10. Disclaimers:
Any contract or agreement with FSSNF will require applicant’s performance to be in compliance with all applicable federal and state laws, regulations, agency rules and procedures, and FSSNF policies and procedures.

Participation by smaller businesses and organizations and by minority and women’s business enterprises certified as such by the State of Florida is encouraged. Anyone is eligible to submit a proposal for contracted services. FSSNF shall not discriminate against a potential provider or proposal for service on the basis of race, creed, sex, religious orientation, or affiliation.

FSSNF reserves the right to reject any and all responses to the competitive procurement solicitation document, and to ignore or correct minor irregularities when it is in the best interest of FSSNF, the network and its clients to do so.

3.11. Term of the Agreement:
The anticipated start date of the resulting contract is July 1, 2019. The anticipated duration of the contract is two (2) years and shall end on June 30, 2021. The contract may be renewed for a period not to exceed two (2) years. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance as determined by FSSNF and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

SECTION 4. CONTACT:
4.1. Official Contact Person:
This Invitation to Negotiate (ITN) is issued by Family Support Services of North Florida, Inc. The sole point of contact for information concerning procedures for responding to this ITN is:

Linda Dave
Director, Contracts and Compliance
Family Support Services of North Florida, Inc.
1300 Riverplace Boulevard, Suite 700
Jacksonville, Florida 32207
(904) 265-8071
Material changes, if any, to the scope of services of bidding procedures will only be transmitted by written addendum and posted on the FSSNF website at http://www.fssjax.org/portal/itn.

4.2. Notices:
All notices, decisions, intended decisions, notice of award, responses, and postings to inquiries will be communicated through electronic posting at the following website:

http://www.fssjax.org/portal/itn

It is the prospective Respondent’s exclusive responsibility to access any and all updates posted. This is the sole official posting for this advertisement.

4.3. Limitations of Contacting FSSNF:
Respondents are advised to limit their contact regarding this ITN to the sole contact person listed above. With reference to this ITN, no representations, other than those distributed by the contact person in writing, are binding on FSSNF and Respondents are cautioned that oral responses by FSSNF are not binding upon it.

4.4. Contact Other than During the Negotiations Phase:
Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following FSSNF’s posting of the notice of intended award, FSSNF personnel or any employee, member of FSSNF Board of Directors, or officer of the executive or legislative branch of the State of Florida concerning any aspect of this solicitation, except in writing to the contact person identified above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown.

4.5. Contact During the Negotiations Phase:
During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom FSSNF is negotiating and the negotiations team for FSSNF is permissible, but only "on the record" (as required by s. 286.0113(2) F.S.) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective vendor(s) with whom FSSNF is negotiating outside of the negotiations meetings is permissible so long as it is in writing.

4.6. Violation of Contact Limitations:
Violation of the provisions of this section of the ITN will be grounds for rejecting a reply, if determined by FSSNF to be material in nature. Violation of this section is material in nature if the contact (oral, electronic, or written):
1. is heard or read by a person, prior to the completion of that person's final duties under this ITN, which person is responsible for reviewing, evaluating, scoring, ranking, or selecting vendors under this ITN, or for advising any such person;
2. advocates for the selection of the prospective vendor, the disqualification of any other prospective vendor, or the rejection of all bids;
3. comments on the qualifications of any bidder or the responsiveness of any bid;
4. presents additional information favorable to the prospective vendor or adverse to another prospective vendor; or,
5. otherwise seeks to influence the outcome of this ITN;
6. may not be waived as a minor irregularity by virtue of the nature, intent, and extent of the information conveyed.

The foregoing does not preclude a determination by FSSNF that other forms of contact are material violations of the provisions of this ITN.

4.7. Inquiries:
Inquiries must be submitted in writing to FSSNF on or before the date specified in Section 5. Responses to all inquiries which involve clarification and/or changes to this ITN will be made available as specified in Section 4.2 in the order in which they were received. No questions related to this ITN will be accepted after the time specified in Section 5. Only written inquiries will be accepted, email is acceptable.

4.8. Notice of Intent to Submit a Reply:
Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (ATTACHMENT VII) to the official contact person specified in section 4.1. on or before the time specified in Section 5.

SECTION 5. TIMELINE - SCHEDULE OF EVENTS AND DEADLINES:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE AND TIME*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Negotiate released and posted on the FSSNF website</td>
<td>04/12/2019 1:00 PM, EDT</td>
</tr>
<tr>
<td>Last Day to Submit Inquiries and Notice of Intent to Submit a Reply</td>
<td>04/22/2019 5:00 PM, EDT</td>
</tr>
<tr>
<td>Posting of Responses to Inquiries</td>
<td>04/29/2019 11:00 AM, EDT</td>
</tr>
<tr>
<td>Sealed Proposals due to FSSNF</td>
<td>05/10/2019 2:00 PM, EDT</td>
</tr>
<tr>
<td>Opening of Proposals **public meeting</td>
<td>05/10/2019 2:30 PM, EDT</td>
</tr>
<tr>
<td>Posting of Qualified Respondents</td>
<td>05/10/2019 5:00 PM, EDT</td>
</tr>
<tr>
<td>Evaluation period</td>
<td>Week of 05/13/2019</td>
</tr>
<tr>
<td>Debrief meeting of evaluators and ranking of replies **public meeting</td>
<td>05/20/2019 10:00 AM, EDT</td>
</tr>
<tr>
<td>Posting of the Ranking of Replies and Intent to Negotiate</td>
<td>05/20/2019 11:00 AM, EDT</td>
</tr>
<tr>
<td>Anticipated Negotiations &amp; Transition Planning Period</td>
<td>Week of 05/20/2019</td>
</tr>
<tr>
<td>Meeting of Negotiation team to develop recommendation for award **public meeting</td>
<td>05/28/2019 9:00 AM, EDT</td>
</tr>
<tr>
<td>Post Intent to Award Notice</td>
<td>05/28/2019 11:00 AM, EDT</td>
</tr>
<tr>
<td>Anticipated effective date of contract</td>
<td>07/01/2019</td>
</tr>
</tbody>
</table>
*The dates and times listed are subject to change as deemed necessary by FSSNF.

**Public meetings will be held at the address below:

Family Support Services of North Florida, Inc.
1300 Riverplace Boulevard, Suite 700
Jacksonville, Florida 32207
Call Number: 1 (605) 475-5618
Code Number: 680971

SECTION 6. PROTESTS:
Purpose and Scope: Protests may be filed in response to competitive procurement decisions.

6.1. Filing the Protest:
Any person or agency that has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a written notice of intent to protest with the FSSNF contact person listed in the solicitation document within three calendar days after the posting of the solicitation or of the notice of FSSNF’s decision or intended decision. The notice of intent to protest may be filed electronically and submitted to: Linda.Dave@fssnf.org.

6.2. Issues Causing Protest:
Any person who or agency that has been adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking proposal, Applications, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of intent to protest in writing within three calendar days after the posting of the notice or decision or intended decision. When filing the protest the following requirements must be adhered to:

A formal protest must be filed with the FSSNF contact person after filing the notice of intent to protest. The formal protest must be:

1. In writing; and,
2. Filed within ten (10) business days after filing of the notice of protest.
   a. No time will be added to the above time limits for mail service.
   b. Failure to file a protest within the time prescribed shall constitute a waiver of protest proceedings; and,
3. Accompanied by a bond payable to FSSNF as described in Paragraph 3 at the time of filing the formal written protest.

6.3. Posting Bond for Protest Filed:
Any person who or agency that files an action protesting a decision or intended decision pertaining to contracts administered by FSSNF must comply with the following requirements:

1. When protesting a decision or intended decision, the protestor must post a bond equal to five percent (5%) of FSSNF’s estimated contract amount. FSSNF at its sole discretion shall estimate the contract amount based on factors including, but not limited to, the following:
   a. The price of previous or existing contracts for similar or contractual services.
   b. The amount appropriated for the contract.
   c. The fair market value of similar contractual services
2. FSSNF shall provide the estimated contract amount to the protestor within three business days after the notice of intent to protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the
payment of all costs and charges that are adjudged against the protestor in any subsequent hearing in which action is brought and in any subsequent appellate court proceeding.

3. The official hours of office operation for receipt of notice of intent to protest, protest and/or a petition and bond are 8:30 AM to 4:30 PM, EDT.

6.4. **Content of Formal Written Notice of Protest:**
The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

1. The name and address of FSSNF contact person with whom the protest will be filed;
2. The name and address of the agency filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by FSSNF’s notice of intended or actual contract award;
3. With particularity, the facts and law upon which the protest is based;
4. A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
5. A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the person or firm filing the protest to relief;
6. A demand for relief to which the person or agency deems himself/itself entitled; and,
7. Any other information which the agency contends is material.

6.5. **FSSNF’s Response to Protest:**
1. Upon receipt of a formal written notice of protest, the solicitation process or contract award process must be stopped until the protest is resolved. Upon receipt of a protest, the FSSNF contact person shall immediately consult the appropriate legal counsel. With legal counsel, the FSSNF Chief Executive Officer must determine whether or not to accept or reject the protest.
2. The Board of Directors of FSSNF, if it is deemed necessary, may set forth in writing, particular facts and circumstances which may require continuance of the solicitation processes or the contract award process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to public health, safety, or welfare. This written determination will specifically detail the facts underlying the decision and will constitute final agency action. In such circumstances, FSSNF shall use its procurement policy for processing emergency procurements due to disputes.

6.6. **Resolution of the Protest:**
The formal written protest shall be referred to a hearing officer who shall conduct further proceedings. It shall be the responsibility of FSSNF to appoint an appropriate independent party to serve as the hearing officer. Upon completion of the hearing process and any appellate court proceedings the disposition of the bond shall be as follows:

1. If FSSNF prevails, it shall recover all costs and charges that shall be included in the final order or judgment, excluding attorney fees.
2. Upon payment of such costs and charges by the agency protesting, the bond shall be returned to the agency.

**SECTION 7. PUBLIC RECORDS AND TRADE SECRETS:**

7.1. **Replies and Other Submissions Are Property of FSSNF:**
All materials submitted in reply or other response to this ITN become the property of FSSNF, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a reply.
7.2. **Replies and Other Submissions Are Subject to Public Inspection:**
Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor’s reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSSNF, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor’s reply or other submittal outside of the separately bound document described below.

7.3. **How to Claim Trade Secret Protection:**
If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words “Trade Secret” included in the file name) clearly labeled “Attachment to Reply, ITN No.– Trade Secret Material”. Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include “Trade Secret” in the relevant file names).

7.4. **Vendor’s Duty to Respond to Public Records Requests:**
In response to any notice by FSSNF that a public records request received by FSSNF encompasses any portion of the separately bound part of the vendor’s reply or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide FSSNF, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSSNF is authorized to produce the records sought without any redaction.

7.5. **FSSNF not Obligated to Defend Vendor Claims:**
FSSNF is not obligated to agree with the Vendor’s claim of exemption, and by submitting a reply or other submission the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, FSSNF for any and all claims and litigation (including litigation initiated by FSSNF) arising from or relating to Vendor’s claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider’s redaction.
SECTION 8. SELECTION METHODOLOGY:
FSSNF intends to award the contract to a responsive vendor that the evaluation team determines to be the best value, based on the scoring criteria set forth in Attachment I. The evaluation team will forward this recommendation to the CEO, or his or her designee. The CEO, or his or her designee, shall decide which Respondent represents the best value, based on the Scoring Criteria in Attachment I, and to whom the contract shall be awarded under this ITN. In doing so, the CEO, or his or her designee, is not required to score the Respondents, and will base his or her decision on a determination of best value. FSSNF may consider any information or evidence which comes to its attention and which reflects upon a vendor’s capability to fully perform the contract requirements and/or the vendor’s demonstration of the level of integrity and reliability which FSSNF determines to be required to assure performance of the contract.

SECTION 9. RESERVED RIGHTS:
FSSNF holds the exclusive right to award services in whole or in part, to Respondents under this ITN. As the best interest of FSSNF may require, the right is reserved to make award(s) to the most responsible Respondent, by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more providers; to reject any and all proposals or waive any minor irregularity or technicality in bids received. Respondent(s) are cautioned to make no assumptions unless their proposal has been evaluated as being responsive and qualified. All awards made as a result of this ITN shall conform to applicable laws of the State of Florida. FSSNF reserves the right to cancel an awarded proposal should full funding be unavailable, a contract be unable to be successfully negotiated, or upon due cause, i.e. provider misrepresentation, negligence, non-performance, etc. via written notice of which electronic (email) is acceptable. FSSNF will negotiate contract(s) with the successful Respondent(s). Funding for contract award shall be based on Respondent’s proposal and available funding. FSSNF reserves the right, based on responses, to consolidate services/tasks and to reopen solicitation of bids. FSSNF reserves the right to schedule additional negotiation sessions with Respondent(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Respondent(s). FSSNF reserves the right to post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Respondent at any time prior to execution of the contract.
ATTACHMENT I - SCORING CRITERIA:

Name of Respondent/Organization

Name of Reviewer

SCORING REQUIREMENTS - To ensure the greatest degree of consistency possible, a scale of 0-3, whole numbers only, will be used for each area evaluated. The “total” will be the evaluator’s scores per section.

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Respondent has demonstrated above average capability and approach to the criterion in the proposal.</td>
</tr>
<tr>
<td>2</td>
<td>Respondent has demonstrated an average capability and good approach to the criterion in the proposal.</td>
</tr>
<tr>
<td>1</td>
<td>Respondent has demonstrated little or no direct capability or has not adequately addressed the criterion in the proposal.</td>
</tr>
<tr>
<td>0</td>
<td>Respondent has not responded to or has poorly responded to the criterion demonstrating a lack of understanding of the criterion addressed in the proposal.</td>
</tr>
</tbody>
</table>

SECTION I. Organizational Capacity & Collaborative Relationships:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Evaluator Score</th>
<th>Evaluator Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respondent describes their agency’s mission, philosophy and purpose and how it pertains to the ITN service delivery under this contract as related to the FSSNF Network. Respondent demonstrates experience with this service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Respondent describes their agency’s ability to begin service delivery on July 01, 2019, and a thorough plan for transition of existing services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. References indicate strong and consistent service levels.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 1 Total Score

SECTION II. Solution Design:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Evaluator Score</th>
<th>Evaluator Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respondent demonstrates a solid plan of how they will provide services including staff structure, adequate service level agreements, and escalation procedures.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Respondent’s model demonstrates innovative solution and integration of services.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2 Total Score:
SECTION III. Quality of Services:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Evaluator Score</th>
<th>Evaluator Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respondent demonstrates a formal quality management system to ensure consistent high quality service provision. Respondent details who is responsible for ensuring that the performance outcomes are met.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Respondent describes a thorough plan to ensure 100% server uptime and backup success rate and demonstrates a solid plan on how to capture and report the data.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 3 Total Score: 

SECTION IV. Cost Proposal:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Evaluator Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Financial Capability – response demonstrates that the Respondent is a financially stable organization and will provide fiscal management of program, fiscal reporting and oversight.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Project Budget Detail – response demonstrates that the Respondent’s indirect costs are reasonable, allowable, and accompanying narrative are clearly described, reasonable, allowable and realistic within the context of the services proposed.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 4 Total Score: 

EVALUATION POINTS SCORE
Section I. Organizational Capacity & Collaborative Relationships 9 Point Maximum ________
Section II. Solution Design 6 Point Maximum ________
Section III. Quality of Services 6 Point Maximum ________
Section IV. Cost Proposal 6 Point Maximum ________

TOTAL POINTS FOR PROJECT 1/27

By signing below, I attest that the mandatory requirements listed above reflect what was submitted in a sealed container and submitted before the stated deadline. I further attest that I have no known or perceived conflict of interest with this proposal.

Printed Name __________________________ Signature __________________________ Date __________________________
ATTACHMENT II - VENDOR APPLICATION PACKET (MANDATORY):

Instructions:
Please complete the application in its entirety and submit the following documents along with any additional supporting documentation your company or agency feels would be beneficial in FSSNF’s review. Incomplete applications will not be considered.

☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment IV)
☐ Certification Regarding Lobbying (Attachment V)
☐ Designation of Contracting Authority
☐ Designation of Invoicing Authority
☐ Financial Documentation as described in Section 2.4.5 (a-c), including W-9
☐ IRS 501(c)3 letter (Non-profit agencies only)
☐ Articles of Incorporation or Articles of Organization (if applicable)
☐ Copy of professional license and/or business license (also known as an occupational license or business tax receipt)
☐ Resume or equivalent.
☐ Copies of Liability and Workman’s Compensation Insurance showing coverage limits and effective dates (if applicable, see Attachment III for requirements)
☐ Proof of level 2 background screening (Local, FDLE & FBI) for persons with client contact and/or working with confidential information.
☐ Proposal.
☐ Budget/Fee schedule.

A. Type of Services:
Please indicate all that apply:

☐ Child welfare consultant.
☐ Special Projects (Please describe):
☐ Ancillary Services (IT, Courier, Maintenance, etc…).
☐ Other (Please describe):

B. Vendor Information:

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>Mailing Address:</th>
</tr>
</thead>
</table>

Family Support Services of North Florida, Inc.
Invitation to Negotiate – IT Services 19-21
### Phone Number:  
Fax Number:  

### Email Address:  

Federal Tax Identification Number:  
Medicaid Provider Number (if applicable):  

DUNS #:  
Currently Licensed:  
☐ Yes  ☐ No  
☐ If no, date of licensure application:  

### Type of Entity: (Check all That Apply)  
☐ For Profit  ☐ Not for Profit  ☐ Corporation  ☐ LLC  ☐ Partnership  ☐ Sole Proprietor  

Will your organization accept invoices being paid by corporate charge cards?  
☐ Yes  ☐ No  ☐ Other:  

### C. Program/Service Information (Attach Additional Sheets For Each Program.)  

<table>
<thead>
<tr>
<th>Program/Service Name:</th>
<th>Locations(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Description:</td>
<td></td>
</tr>
</tbody>
</table>

### License Information:  
<table>
<thead>
<tr>
<th>Licensing Body</th>
<th>License Type</th>
<th>License Number</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

### Accreditation Information (if applicable):  
<table>
<thead>
<tr>
<th>Accrediting Body</th>
<th>Accreditation Status</th>
<th>Expiration Date</th>
<th>Date of Most Recent Survey</th>
</tr>
</thead>
</table>

### Primary Contact Individual and Position:  
Contact information for the primary contact:  
Office:  
Cell:  
Email:  

### Proposed Method of Payment:  
<table>
<thead>
<tr>
<th>Proposed Method of Payment:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Proposed Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ per ☐ Hour ☐ Day ☐ FTE ☐ Other</td>
</tr>
</tbody>
</table>

| Additional Comments: |
Other Agencies That Have Contract Agreements With This Program/ Service:

Please provide the names, addresses, and telephone numbers of three (3) individuals who can provide professional references as to the quality of work/services provided by your organization:

1.
2.
3.

Has This Program Been the Subject of Disciplinary Action by any Regulatory Agency, Lead Agency, or Accrediting Agency Within the Last Five Years or the subject of current pending or legal actions in the last five (5) years?  □ Yes  □ No  Explanation Required if Yes

Authorized Signature
I attest to the fact that the answers given by me are true and correct to the best of my knowledge and ability. I understand that any omission (including any misstatement) of material fact on this application or on any document can be grounds for rejection of this application or termination of any contract awards.

___________________________________  _______________________________________
Name  Title

___________________________________  _______________________________________
Signature  Date
ATTACHMENT III - FSSNF INSURANCE REQUIREMENTS (MANDATORY):

- **General Liability** with minimum limits of:
  
  $3,000,000 General Aggregate  
  $3,000,000 Products and Completed Operations Aggregate  
  $1,000,000 Each Occurrence  
  $1,000,000 Personal and Advertising Injury  
  $50,000 Fire Damage  
  $5,000 Medical Payments

- **Professional Liability** with minimum limits of:
  
  $3,000,000 Aggregate  
  $1,000,000 Each Incident

- **Cyber Liability** with minimum limits of:
  
  $3,000,000 Aggregate  
  $1,000,000 Each Incident

- **Auto Liability** covering all Owned, Non-owned and Hired Vehicles with minimum limits of:
  
  $1,000,000 Combined Single Limit

- **Workers’ Compensation** *(if vendor has 4 or more employees)* meeting the statutory requirements of the State in which work is to be performed, with minimum limits of:
  
  $100,000 Each Accident  
  $500,000 Disease - Policy Limit  
  $100,000 Disease - Each Employee

**Regardless of which policy option you choose, vendors must:**

Independent Contractor will name Family Support Services of North Florida, Inc., as additional insured on the general, professional policies and provide proof of same.
ATTACHMENT IV - CERTIFICATION AND AFFIDAVIT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (MANDATORY):

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

INSTRUCTIONS

1. Each provider must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign this certification. FSSNF cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The Provider shall provide immediate written notice to the Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of those regulations.

5. The Provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement unless authorized by the Federal Government.

6. The Provider further agrees by submitting this certification that it will require each subcontractor of this Agreement to submit a signed copy of this certification.

7. FSSNF may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the Contract Manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

CERTIFICATION

(1) The Provider certifies, by signing this certification, the following:

a) The Provider is not barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;

b) The Provider is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
c) The Provider is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;

d) The Provider has not had a contract terminated by the department for a failure to satisfactorily perform or for cause; or

e) The Provider has not failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

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

________________________________________          ________________
Signature              Date

__________________________          __________________________
Name                       Title

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of ____________________, 2019, by ______________________________, as _______________ of _______________________, a __________________ corporation, on behalf of the Corporation. He/She is personally known to me or has produced ______________________   as identification.

NOTARY PUBLIC:

Sign __________________________
Print __________________________
State of ________ at Large      (Seal)
My Commission Expires:
ATTACHMENT V - CERTIFICATION REGARDING LOBBYING (MANDATORY):

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

______________________________      __________
Name of Certifying Official            Signature         Date

Name of Organization

Address of Organization

---

Family Support Services of North Florida, Inc.
Invitation to Negotiate – IT Services 19-21
ATTACHMENT VI - STATEMENT OF ASSURANCES (MANDATORY):

1. Acceptance of Contract Terms and Conditions:

I, ____________________________________________, as an authorized representative of, ____________________________________________________________, hereby agree that if awarded any contract as a result of the Family Support Services of North Florida, Inc. (FSSNF) Invitation to Negotiate number ITN-ITSS-019, it will comply with the requirements, terms and conditions stated in the Invitation to Negotiate and in FSSNF’s Master Agreement. In recognition thereof the Respondent’s representative has read, understood, and agrees to comply with, and any deviation from, the terms and conditions set forth therein may result, at FSSNF’s exclusive determination, in rejection of the application.

<table>
<thead>
<tr>
<th>Type Name of Authorized Official:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

2. Statement of No Involvement:

I, ____________________________________________, as an authorized representative of ____________________________________________________________, certify that no member of this agency nor any person having interest in this agency has been awarded a contract by the Family Support Services of North Florida, Inc. on a non-competitive basis to:

1. Develop this Invitation to Negotiate.
2. Perform a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

<table>
<thead>
<tr>
<th>Type Name of Authorized Official:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

3. Proof of Signature Authority:

This Invitation to Negotiate shall include proof of signature authority if someone signs the Invitation to Negotiate other than the President or Chairperson of the Board of Directors. This proof shall be one of the following: a written statement by the President or Chairperson of the Board delegating authority to a particular person; a copy of the entity’s by-laws reflecting signature authority to a particular position; a copy of the Board of Directors’ meeting minutes that shows action to delegate signature authority to a particular person or position. If delegating signature authority, please complete the below and include the above requested document.

| Type Name of President or Chairperson of the Board of Directors: |  |
4. Conflict of Interest Statement (Non-Collusion):

I hereby certify, that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Invitation to Negotiate is made without collusion with any other person, persons, company, or parties submitted in the Application; that it is in all respects made in good faith; and as the signer of the Invitation to Negotiate, I have full authority to legally bind the Respondent to the provisions of this Application.

5. Certification of Drug – Free Workplace Program:

I hereby certify that my agency currently maintains a drug-free workplace environment in accordance with s. 287.087, F.S. and will continue to promote this policy through the implementation of that section.

6. Certification of Board of Directors Approval:

I hereby certify that my agency’s Board of Directors has given its approval for my agency to enter into negotiations with Family Support Services of North Florida, Inc. to provide IT Services and Support commencing May 28, 2019.
7. Certification of No Criminal Conduct:

I hereby certify, that no persons or companies interested in the Invitation to Negotiate as principals are under investigation or indictment for criminal conduct, nor have they been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds.

If there are persons or companies under investigation or indictment for criminal conduct, or have been convicted of any crime as described above, please provide an explanation below.

<table>
<thead>
<tr>
<th>Type Name of Authorized Representative:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
</tbody>
</table>


## ATTACHMENT VII – NOTICE OF INTENT TO SUBMIT A REPLY

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Authorized Official</td>
<td></td>
</tr>
<tr>
<td>Title of Authorized Official</td>
<td></td>
</tr>
<tr>
<td>Signature of Authorized Official</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT VIII – FATAL CRITERIA CHECKLIST

If any of these criteria are not met, the response cannot be considered further (shall be completed by FSSNF).

Respondent Name: (Agency)  
Printed Name
Date

Reviewed By: (FSSNF)  
Printed Name
Date

Witnessed By: (FSSNF)  
Printed Name
Date

A. The Application was received by the date and time specified in the ITN.  
□ YES  □ NO

B. The Application includes a fully completed Vendor Application Packet.  
□ YES  □ NO

C. The Application includes proof of insurance.  
□ YES  □ NO

D. Certification and Affidavit regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
□ YES  □ NO

E. Certification Regarding Lobbying Form  
□ YES  □ NO

F. Statement of Assurance
   1. Acceptance of Contract Terms and Conditions  
      □ YES  □ NO
   2. Statement of No Involvement  
      □ YES  □ NO
   3. Proof of Signature Authority  
      □ YES  □ NO
   4. Conflict of Interest Statement (Non-Collusion)  
      □ YES  □ NO
   5. Certification of Drug Free Workplace Program  
      □ YES  □ NO
   6. Certification of Board of Directors Approval  
      □ YES  □ NO
   7. Certification of No Criminal Conduct  
      □ YES  □ NO

If any responses are “no”, the Application is disqualified from further Evaluation.

FSSNF reserves the right to waive minor irregularities when to do so would be in the best interest of the FSSNF system of care design.