

# **Family Support Services**

# Invitation to Negotiate (ITN)

# For

# Information Technology Services and Support (ITSS) ITN-025-ITSS

Date posted:	The date and time of first official posting of this ITN is July 1, 2024, at 2:00 p.m. Eastern Daylight Time
Submission Deadline:	August 16, 2024, at 2:00 p.m. Eastern Daylight Time
Anticipated Contract Start Date:	January 1, 2025
Number of Awards:	One (1)

Please be informed that Family Support Services, (FSS) is seeking proposals from qualified vendors to provide Information Technology services and support related services to FSS. FSS 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. INTRODUCTION:**

Family Support Services ("FSS") is the lead agency for foster care, adoption and family preservation in Duval, Nassau, Pasco, and Pinellas counties. Through community-based care, FSS 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. In 2022, FSS expanded again to serve Pasco and Pinellas Counties.

#### 1.1. FSS Mission

The mission of Family Support Services 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.

FSS is governed by a Board of Directors specifically selected to represent Duval, Nassau, Pasco, and Pinellas 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.

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, Nassau, Pasco, and Pinellas counties, organizations and agencies recognize that child protection is a community responsibility and represents the best interests of all county residents.

#### 1.2. Analysis of Needed Capacity

Below is the analysis of needed capacity based on the current environment, which is subject to change during the ITN process.

- 1. On-site support Locations:
  - a. Family Support Services of North Florida, Circuit 4 ("FSSNF")
    - i. 1300 Riverplace Blvd, Suite 700, Jacksonville, FL 32207
    - ii. 96016 Lofton Square Court, Yulee, FL 32097
  - b. Family Support Services of Suncoast, Circuit 6 ("FSSSC")
    - i. 8550-8560 Ulmerton Road, Suite 130, Largo, FL 33771
    - ii. 7916 Evolutions Way, Suite 102, Trinity, FL 34655
    - iii. 36739 State Road 52, Suite 201, Dade, FL 33525
- 2. Applications utilized: most are web based and not supported by MSP
  - a. Microsoft Office 365: Access, Excel, OneNote, Outlook, PowerPoint, Publisher, Word
    - i. Licensed through internally managed Microsoft VLK account
    - ii. Number of Outlook mailboxes
      - 1. FSSNF
        - a. 253 User Mailboxes
        - b. 187 Shared Mailboxes
      - 2. FSSSC
        - a. 395 User Mailboxes
        - b. 563 Shared Mailboxes
  - b. Other applications include but are not limited to: Project, Visio, Adobe Reader, Adobe Acrobat, Adobe Captivate, Adobe full suite, iTunes, AT&T AllAccess, BlueZone, Cisco Webex, Dragon, Dropbox, DYMO lable, Entrapass, Examplify, Aventail, FRx, Global Meet, LogMeIn, GoToMeeting, Microsoft Dynamics GP, Pulse Secure, Mekorma MICR, PayCom, CutePDF, SMART ink, SMART Meeting Pro, VMWare Tools, VMWare vCenter, VMWare remote console, VMWare



vShpere, WinRAR, WinZip, Zoom, Chrome, Firefox, bitdefender, IRM Client, InTune, Barracuda Backup, Active Directory – on Pem and Azure, and PGP encryption, RADIUS

- c. DEX Printer, Papercut, XMFax, and SFax implementations
- 3. New application with extensive data migration anticipated during contract term from Microsoft Dynamics GP to new financial accounting software
- 4. Possible Migration of file server in FSSNF to TEAMS
- 5. Quantity of Manager Services, Private Cloud Services, Cloud Software, and Hosted Services:

Users, Equipment and Services by Site		Jax	Yulee	Largo	Trinity	Dade
Site	Total End Users	207 413				
t by \$	Managed Servers	9	0	6	0	0
nen	Managed PC's	238	3	418	22	5
ıdint	Wireless Access Points	8	1	40	2	3
nd Ec	Network Switches	7	1	14	4	1
Users and Equipment by Site	Battery Backup Systems (UPS)	3	1	9	1	1
Use	FortiGate Next Gen Firewalls	1	1	1	1	1
	Microsoft Services – SharePoint, OneDrive, Email, Teams	Yes, All Locations				
Hosted Services	Storage Craft Offsite Server Data Backups – Azure Storage	Yes	NA	Yes	NA	NA
d Se	Microsoft 365 Email		Yes,	All Locat	tions	
oste	Barracuda Cloud Backup					
Ĭ	All Email, SharePoint, OneDrive, and Teams Backups		Yes,	All Locat	tions	
	E-Discovery – Mail Archiving			M365		
s	Next Gen EDR – Sentinel One					
All Sites	MDR – 24x7 SOC Vigilant Pro					
– All	Microsoft ATP Email Protection					
ools	Open DNS – Cisco Umbrella Advanced Web Filtering					
ity T	MFA w/Conditional Access					
Security Tools	MDM – Mobile Device Management					
BitLocker Device Encryption						
	Family Support Services					



	Help Desk, Tier 2, 3, 4 Remote End User Support
ites	Onsite Technical Services
- Outsource - All Sites	Project Services
rce -	Helpdesk Ticketing System
tsou	RMM – Remote Management and Monitoring
-	System Updates and Patching
Managed Services	Security Services
Serv	Strategic Technology Planning
aged	Configuration and Licensing Management
Man	Server and Network Infrastructure Management
	Cloud Platform Management

# **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 FSS or the State of Florida in a manner satisfactory to FSS, 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 FSS, 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 FSS, another Lead Community Based Care Agency, DCF, or the State of Florida.
- 2. FSS 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 the desired parts of the ITN that the Respondent wishes to provide and information not clearly defined as a response to application requirements or in the proper order or section may not be scored. Any areas of the proposal that the Respondent does not wish to provide or respond to, the Respondent shall notate those as not applicable in their proposal and will not be considered for those areas. This will not prevent the Respondent from being awarded part of the ITN.
- 2. All proposals shall become the property of FSS. 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) electronic media via email to <u>contracts@fssnf.org</u> if file size is less than 35 MB. If the file is 35 MB or larger then a flash drive should be submitted via certified mail with return receipt for proof of delivery or hand delivered to the FSS 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 FSS staff person indicating the date and time of delivery and who received the application for FSS. All submitted applications must be clearly marked on the outside of the sealed packaging.
- 4. Submissions should follow the order described in Section 11 below. All proposals must have a Table of Contents to include Section page numbers.

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.

# 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 FSS. 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:

FSS 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 FSS. Further, all Respondents must disclose the name of any FSS 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 FSS 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 ITN and written correspondence in regard to proposals may be submitted to the FSS 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:

FSS 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, FSS reserves the right to inspect a provider's facilities and operations, to investigate any provider representations and to rely on information about a provider in FSS's records or known to its personnel.

#### 3.8. Rejection of all replies:

FSS 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 FSS. By rejecting all replies, FSS assumes no liability to any provider.

#### 3.9. Withdrawal of ITN:

FSS 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 FSS. By withdrawing the ITN, FSS assumes no liability to any provider.

#### 3.10. Disclaimers:

Any contract or agreement with FSS will require applicant's performance to be in compliance with all applicable federal and state laws, regulations, agency rules and procedures, and FSS policies and procedures, as may be amended from time to time. The contracted provider will be deemed a subrecipient and will be subject to federal and state subrecipient requirements. The contracted provider will be required to comply with any matching funds requirements.

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. FSS shall not discriminate against a potential provider or proposal for service on the basis of race, creed, sex, religious orientation, or affiliation.

FSS 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 FSS, the network and its clients to do so.

# 3.11. Term of the Agreement:

This contract is funded contingent upon availability of funds. The anticipated start date of the resulting contract is January 1, 2025. The anticipated duration of the contract is three (3) years and shall end on December 31, 2027. The contract may be renewed for additional periods not to exceed three (3) years. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance as determined by FSS 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. The sole point of contact for information concerning procedures for responding to this ITN is:

Chris Hughes Manager, Contracts and Compliance Family Support Services 1300 Riverplace Boulevard, Suite 700 Jacksonville, Florida 32207 (904) 265-8072 Chris.Hughes@fssnf.org

Material changes, if any, to the scope of services of bidding procedures will only be transmitted by written addendum and posted on the FSS website at <u>https://www.fssjax.org/procurement/</u> and <u>https://www.fssc6.org/procurement/</u>.

#### 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:

https://www.fssjax.org/procurement/ and https://www.fssc6.org/procurement/

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 FSS:

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 FSS and Respondents are cautioned that oral responses by FSS are not binding upon it.

#### 4.4. Contact Other than During the Negotiations Phase:

Prospective provider 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 FSS's posting of the notice of intended award, FSS personnel or any employee, member of FSS 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 provider, or an existing or prospective subcontractor to a prospective provider is assumed to be on behalf of a prospective provider 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 provider(s) with whom FSS is negotiating and the negotiations team for FSS 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 provider(s) with whom FSS 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 FSS to be material in nature. Violation of this section is material in nature if the contact (oral, electronic, or written):

- 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 providers under this ITN, or for advising any such person;
- 2. advocates for the selection of the prospective provider, the disqualification of any other prospective provider, 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 provider or adverse to another prospective provider; 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 FSS that other forms of contact are material violations of the provisions of this ITN.

#### 4.7. Inquiries:

Inquiries must be submitted in writing to FSS 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:

Providers who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**ATTACHMENT VIII**) 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:

EVENT	DATE AND TIME*
Invitation to Negotiate released and posted on the FSS website	07/01/2024
	2:00 PM, EDT
Solicitation Conference (meeting for questions and answers) **public	07/15/2024
meeting	3:00 PM, EDT
Last Day to Submit Inquiries and Notice of Intent to Submit a Reply	07/19/2024
	2:00 PM, EDT
Posting of Responses to Inquiries	07/29/2024
	2:00 PM, EDT
Sealed Proposals due to FSS	08/16/2024
Sealed Floposals due to 1 35	2:00 PM, EDT
Opening of Proposale **nublic meeting	08/16/2024
Opening of Proposals **public meeting	2:30 PM, EDT
Posting of Qualified Respondents	08/16/2024
Posting of Qualified Respondents	5:00 PM, EDT
Evoluction pariod	Begins Week of
Evaluation period	08/19/2024



EVENT	DATE AND TIME*
Debrief meeting of evaluators and ranking of replies **public meeting	09/06/2024
Deblier meeting of evaluators and ranking of replies public meeting	12:00 PM, EDT
Posting of the Ranking of Replies and Intent to Negotiate	09/06/2024
	4:00 PM, EDT
Anticipated Negotiations & Transition Planning Period	Begins Week of
Anticipated Negotiations & Transition Flainning Feriod	09/09/2024
Meeting of Negotiation team to develop recommendation for award	10/04/2024
**public meeting	10:00 AM, EDT
Post Intent to Award Notice	10/04/2024
	4:00 PM, EDT
Anticipated effective date of contract	01/01/2025

\*The dates and times listed are subject to change as deemed necessary by FSS.

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

Family Support Services 1300 Riverplace Boulevard, Suite 700 Jacksonville, Florida 32207 Zoom Meeting Link: <u>https://zoom.us/i/4999167499</u> Meeting ID: 499 916 7499 Call Number: 1 (301) 715-8592

The purpose of the Solicitation Conference is to review the ITN with interested Providers. FSS encourages all prospective Providers to participate in the Solicitation Conference, during which prospective Providers may pose questions. The Solicitation Conference for this ITN will be held at the time and date specified above in Section 5. Participation in the Solicitation Conference is not a prerequisite for acceptance of replies from prospective Providers. FSS shall only be bound by written information that is contained within the solicitation documents or formally posted as an addendum or response to questions.

# **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 FSS contact person listed in the solicitation document within three calendar days after the posting of the solicitation or of the notice of FSS's decision or intended decision. The notice of intent to protest may be filed electronically and submitted to: Chris.Hughes@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 FSS 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 FSS 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 FSS 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 FSS's estimated contract amount. FSS 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. FSS 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, ET.

# 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 FSS contact person with whom the protest will be filed;
- 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 FSS'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. FSS's Response to Protest:

- 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 FSS contact person shall immediately consult the appropriate legal counsel. With legal counsel, the FSS Chief Executive Officer must determine whether or not to accept or reject the protest.
- 2. The Board of Directors of FSS, 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 abovementioned 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, FSS 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 FSS 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 FSS 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 FSS:

All materials submitted in reply or other response to this ITN become the property of FSS, 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 provider's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSS, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the provider's reply or other submittal outside of the separately bound document described below.

# 7.3. How to Claim Trade Secret Protection:

If the provider 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 provider 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 provider 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. Provider's Duty to Respond to Public Records Requests:

In response to any notice by FSS that a public records request received by FSS encompasses any portion of the separately bound part of the provider's reply or other submissions labeled as



"trade secret," the provider shall expeditiously provide FSS, 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 provider 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 provider fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSS is authorized to produce the records sought without any redaction.

#### 7.5. FSS not Obligated to Defend Vendor Claims:

FSS is not obligated to agree with the provider's claim of exemption, and by submitting a reply or other submission the provider 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 provider agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, FSS for any and all claims and litigation (including litigation initiated by FSS) arising from or relating to provider'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:

FSS intends to award the contract to a responsive provider 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. FSS may consider any information or evidence which comes to its attention and which reflects upon a provider's capability to fully perform the contract requirements and/or the provider's demonstration of the level of integrity and reliability which FSS determines to be required to assure performance of the contract.

#### **SECTION 9. RESERVED RIGHTS:**

FSS holds the exclusive right to award services in whole or in part, to Respondents under this ITN. As the best interest of FSS 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 gualified. All awards made as a result of this ITN shall conform to applicable laws of the State of Florida. FSS 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. FSS will negotiate contract(s) with the successful Respondent(s). Funding for contract award shall be based on Respondent's proposal and available funding. FSS reserves the right, based on responses, to consolidate services/tasks and to reopen solicitation of bids. FSS 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). FSS 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. FSS reserves the right to reduce or increase the



amount of funding available prior to awards, contingent upon funding availability, and expenditure deadlines.

# SECTION 10. SCOPE OF WORK/SERVICE DESCRIPTION:

Provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that do or may affect the subject areas of this contract. Authorities include, but are not limited to the following: Federal Cost Principles (<u>https://www.whitehouse.gov/omb/information-for-agencies/circulars/</u>), Florida Statutes (<u>http://www.leg.state.fl.us/statutes/</u>), Florida Administrative Code (<u>https://www.flrules.org/</u>), Department of Children and Families Operating Procedures (<u>http://www.dcf.state.fl.us/admin/publications/policies.asp</u>), and Family Support Services Operating Procedures.

#### **10.1.** General Service Tasks:

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

It is FSS's preference to have a comprehensive Information Technology Services and Support vendor.

- 1. High-Level IT Strategy and Planning
  - a. Multi-year technology planning and budgeting
  - b. Technology roadmap development
  - c. Annual meetings to review past IT performance
  - d. Best-practice standards recommendations
  - e. Executive level liaison between FSS and Provider
  - f. Project managers to provide oversight and consistent communication during analysis, planning, execution, and closure of special projects, including:
    - i. Budget
    - ii. Schedules
    - iii. Approach/Plans
    - iv. Status/Updates
    - v. Billing vs Budget Analysis
    - vi. Risk and Issue Analysis
- 2. Help Desk Support of Users
  - a. Unlimited help desk via email, phone, or web portal
  - b. Desktop remote control and shadowing
  - c. Help with many common IT problems and peripherals (logins, passwords, printing, desktop scanning, video cameras, remote access, connectivity, mobile device email
- 3. Management, monitoring, and support of servers and storage
  - a. Unlimited expert support from server administrators and engineers
  - b. Monitoring and alerting of devices 24x7 (up/down, predictive failure, failed component, disk space, performance, service availability)
  - c. Retain critical alerts tickets for up to one (1) year
  - d. Device management and configuration (manage system administrator accounts and groups, system configurations, and policies)
  - e. Performance optimization (CPU, memory, and disk queue)
  - f. Act as a liaison with hardware and software vendors to resolve availability or performance issues



- g. Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically takes than thirty (30) minutes to complete)
- h. Track hardware and software warranty/support expiration
- i. Provide weekly reports on KPIs for service desk including number of tickets in each category opened, resolved, and SLAs not achieved
- 4. Essential protection for servers (security patches, anti-virus, anti-spam management, and web security)
  - a. Deploy service packs, security updates, and firmware updates as applicable and deemed necessary
  - b. Deploy, manage, and monitor anti-virus agents and anti-virus updates
  - c. Removed viruses and repair infected systems to the extent reasonably possible using then-current removal techniques
  - d. Manage anti-spam filtering for inbound email
  - e. Provide a web filtering service using a global set of rules to block malware, botnets, and other harmful web activity
  - f. Developed approach to endpoint protection with security that can prohibit lateral movement within the organization, a SOC, and security alerts
- 5. Server backups to project critical data with secure local and offsite backups
  - a. Backup data from Microsoft Windows server volumes on managed hardware to local storage in a geographically separate data center location
  - b. A full backup should be taken upon execution of the contract and uploaded to offsite storage
  - c. Backups must be full server snapshots and most files will be capable of being backed-up while in use
  - d. All backups are encrypted "at rest" on both local and offsite storage using 128-bit or greater encryption
  - e. Backups in transit to the offsite location are encrypted using SSL encryption
  - f. Only authorized personnel may have access to backup data
  - g. Local snapshots should be taken hourly and stored locally to vault
  - h. Pervious days' backups are consolidated and then securely copied to offsite storge on a nightly basis
  - i. Incremental backups should happen on hourly, daily, weekly, and monthly basis
  - j. Incremental backups will be retained as follows: Hourly: 2 Days, Daily: 15 Days, Weekly: 35 Days, Monthly: 90 Days
  - k. Individual files can be recovered by making a request to the Provider
  - I. In the event of a managed hardware failure in which the equipment is rendered unrecoverable, the data can be recovered to the original hardware after repair or to FSS supplied hardware, provided FSS supplied hardware is the same, or compatible with, the hardware that is inoperable
  - m. A minimum number of backups should be held by the Provider in case of emergencies for use in the event of managed hardware failure where an FSS supplied backup is not available
  - n. Testing of restoration of files should be automated and occur monthly and mounts images of files to ensure they can be opened including server images
  - o. Develop a recovery plan to be utilized in case of natural disaster (i.e., hurricanes, wildfire, etc.)
  - p. All recovery timeframes should be between one (1) hour to three (3) days
- 6. Management, monitoring, and support for our public cloud platforms
  - a. Unlimited expert support from server administrators and engineers
  - b. Monitoring and alerting of devices 24x7 (up/down, service availability)
  - c. Retain critical alerts tickets for up to one (1) year
  - d. Device management and configuration (manage system administrator accounts and groups, system configurations, and policies)



- e. Performance optimization (CPU, memory, and disk queue)
- f. Act as a liaison with cloud vendors to resolve availability or performance issues
- g. Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically takes than thirty (30) minutes to complete)
- 7. Management, monitoring, and support of our network devices
  - a. Unlimited expert support from network technicians and engineers
  - b. Monitoring and alerting of devices 24x7 (up/down, service availability)
  - c. Retain critical alerts tickets for up to one (1) year
  - d. Device management and configuration (manage system administrator accounts and groups, system configurations, and policies)
  - e. Performance optimization
  - f. Act as a liaison with hardware and software vendors to resolve availability or performance issues
  - g. Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically takes than thirty (30) minutes to complete)
  - h. Track hardware and software warranty/support expiration
- 8. Management and support for our desktops and laptops
  - a. Unlimited expert support from desktop technicians
  - b. Monitoring and alerting
  - c. Device management and configurations
  - d. Add and remove user accounts, modify existing group memberships
  - e. Performance optimization
  - f. Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically takes than thirty (30) minutes to complete)
  - g. Track hardware and software warranty/support expiration
  - h. Provide support for PC inventory tracking including FSS tracking number, serial number, manufacturer and model, purchase date, user, cost, and procurement date
- 9. Essential protection for desktop and laptops (security patches, anti-virus, and web security)
  - a. Deploy service packs, security updates, and firmware updates as applicable and deemed necessary
  - b. Deploy, manage, and monitor anti-virus agents and anti-virus updates
  - c. Removed viruses and repair infected systems to the extent reasonably possible using then-current removal techniques
  - d. Provide a web filtering service using a global set of rules to block malware, botnets, and other harmful web activity
- 10. Technical support for business applications to ensure availability and performance
  - a. Unlimited expert support from technicians
  - b. Add and remove user accounts, modify existing group memberships
  - c. Act as liaison with application vendors to resolve availability or performance issues
  - d. Perform minor software installations or requested changes (i.e., tasks that can be performed remotely and typically takes than thirty (30) minutes to complete)
  - e. Provide support for onboarding and offboarding new and terminated employees
  - f. Management of PC based inventory as required
- 11. Support for two-factor authentication user management
  - a. Add and remove user accounts
  - b. Send mobile device enrollment links to users and provide remote assistance to enroll
- 12. Support for mobile device management platform enrollment
  - a. Send mobile device enrollment links to users and provide remote assistance to enroll



- b. Remove devices from enrollment upon request
- 13. Work with appropriate 3<sup>rd</sup> parties such as Acuity (MDM phones), Milner (document management), etc. to resolve connection and other unforeseen issues
- 14. Onsite support when you need it at our business locations
  - a. Provider will be dispatched to physical location to resolve issues that must be handled onsite within 4 hours
  - b. Provider service coordinators will prioritize and schedule onsite visit with FSS staff
  - c. Ability to provide on-site onboarding of new hires

# SECTION 11. REQUIREMENTS OF THE PROPOSAL:

The order of information provided in the response must correspond to the outline that follows and shall be labeled accordingly.

#### 11.1. Organizational Capacity and Collaborative Relationships:

- 1. Describe the agency's mission, philosophy, and purpose and how it pertains to agency's services delivered under this contract as they relate to the FSS Network.
- 2. Describe the agency's experience with this number of users and similar hardware, software, and networks.
- 3. Describe the agency's ability to begin service delivery on January 1, 2025, and provisions for immediate service, as well minimum interruptions to current of service. If not an incumbent agency, include proposed transition plan.
- 4. Describe the linkages that your agency has with other industry agencies and what resources your agency will utilize to effectively meet the needs of the Family Support Services.

#### 11.2. Solution Design:

- 1. Provide a general overview of the service delivery structure. List and describe all service components to be provided as follows:
  - a. Describe how your agency will provide services including staff structure and ratios. Please also provide information on your agency's organizational framework that supports effective supervision of program staff.
  - b. Describe the model your agency will utilize to provide services.
  - c. Describe the model your agency will utilize to meet the Performance Measures detailed in Section 10 of this ITN.
  - d. Describe how your solution design will meet the Scope of Work/Service Description listed in the ITN Section 10.
  - e. The Respondent's Quality Assurance plan will include a method for assessing need and adequately addressing safety issues and risk assessment.
  - f. The Respondent shall describe any previous experience and knowledge using Florida Safe Families Network (FSFN)
- 2. Provide a transition plan if not the incumbent Provider.

#### 11.3. Performance Outcomes and Quality of the Services to be Provided:

- 1. Describe the formal quality management mechanisms utilized at your agency and how those formal quality management mechanisms result in consistent high quality service provision.
- Describe 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, including transition plans if not incumbent. In this plan, describe any spare servers or other equipment that may be available for client use in emergencies.



3. Provide a sample of weekly and monthly performance reports, including helpdesk requests and SLAs

# 11.4. Cost of the Proposal:

- 1. Demonstrate the financial stability of the agency and provide proof of effective fiscal management through complete fiscal year records and any available audits.
- 2. Describe any fixed and variable rates associated with the proposal, include any potential annual rate increases, on-site support, and complete cost breakdown of each rate. The rates of any special project should be included.

#### 11.5. Attachments:

The Respondent will place any Exhibits, MOUs, letters of commitment, letters of recommendation, community support documentation, certifications and other pertinent information regarding the project proposal at the end of the proposal. Attachments should be clearly referred to or identified as a response to specific application requirements.

**Required Attachments** 

- 1. Completed and Signed Provider Packet to include all requested information (see Attachment II)
- 2. Certificates of Insurance (see Attachment III)
- 3. Completed and Signed Certification Regarding Debarment (see Attachment IV)
- 4. Completed and Signed Certification Regarding Lobbying (see Attachment V)
- 5. Completed and Signed Certification Regarding E-Verify (see Attachment VI)
- 6. Completed and Signed Statement of Assurances (see Attachment VII)
- 7. Completed Respondent Information Questionnaire (see Attachment VIII)
- 8. Organizational Chart
- 9. Independent financial audit from within the past two years, if available. Please include audited financial statements for the most recently ended fiscal period.



# 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. The evaluator will score based on the sections responded to by the Respondent.

3 =	Respondent has demonstrated above average capability and approach to the criterion in the proposal.	Above Average Value
2 =	Respondent has demonstrated an average capability and good approach to the criterion in the proposal.	Average Value
1 =	Respondent has demonstrated little or no direct capability or has not adequately addressed the criterion in the proposal.	Minimal Value
0 =	Respondent has not responded to or has poorly responded to the criterion demonstrating a lack of understanding of the criterion addressed in the proposal.	No Value

#### **SECTION I.** Organizational Capacity & Collaborative Relationships:

	Criterion	Evaluator Score	Evaluator Comments
	Respondent describes their agency's mission, philosophy,		
1.	and purpose and how it pertains to the ITN service delivery		
	under this contract as related to the FSS Network.		
2.	Respondent demonstrates experience with this number of		
	users and similar hardware, software, and networks.		
_	Respondent describes the agency's ability to begin service		
3.	delivery on January 1, 2025, and provisions for immediate		
	service, as well minimum interruptions to current service.		
	Respondent describes the linkages that your agency has		
4.	with other industry agencies and what resources your		
4.	agency will utilize to effectively meet the needs of the Family		
	Support Services.		
	Section 1 Total Score		

# **SECTION II.** Solution Design:

	Criterion	Evaluator Score	Evaluator Comments
1.	Respondent describes how the agency will provide services including staff structure and ratios.		
2.	Respondent describes the model the agency will utilize to provide services.		
3.	Respondent describes the model the agency will utilize to meet Performance Measures.		
4.	Respondent describes how the solution design will meet the Scope of Work/Service.		
5.	Respondent's Quality Assurance plan includes a method for assessing need and adequately addressing safety issues and risk assessment.		
6.	Respondent describes any previous experience and knowledge using Florida Safe Families Network (FSFN).		
7.	Respondent describes a comprehensive transition plan if not the incumbent Provider.		
	Section 2 Total Score:		



#### **SECTION III.** Quality of Services:

	Criterion	<b>Evaluator Score</b>	Evaluator Comments
1.	Respondent demonstrates a formal quality management system to ensure consistent high quality service provision.		
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, including transition plans for Respondents who are not incumbent. This plan describes any spare servers or other equipment that may be available for client use in emergencies.		
3.	Respondent provides a sample of weekly and monthly performance reports, including helpdesk requests and SLAs		
	Section 3 Total Score:		

# **SECTION IV.** Cost Proposal:

	Criterion	<b>Evaluator Score</b>	Evaluator Comments
1.	Respondent demonstrates the financial stability of the agency and provide proof of effective fiscal management through complete fiscal year records and any available audits.		
2.	Respondent describes any fixed and variable rates associated with the proposal, include any potential annual rate increases, on-site support, and complete cost breakdown of each rate. The rates of any special project should be included.		
	Section 4 Total Score:		

EVA	LUA	TION	

	EVALUATION	POINTS	SCORE
Section I.	Organizational Capacity & Collaborative Relationships	12 Point Maximum	
Section II.	Solution Design	21 Point Maximum	
Section III.	Quality of Services	9 Point Maximum	
Section IV.	Cost Proposal	6 Point Maximum	
τοτΑ	AL POINTS FOR PROJECT	/48	

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 – PROVIDER 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 FSS's review. Incomplete applications will not be considered.

Certification and Affidavit Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment IV)
Certification Regarding Lobbying (Attachment V)
Certification and Affidavit Regarding E-Verify (Attachment VI)
Designation of Contracting Authority (Attachment II-A)
Designation of Invoicing Authority (Attachment II-A)
Financial Documentation as described in Section 11.5.9, 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)
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 with Budget/Fee schedule.

#### **Provider Information:**

Legal Name:	Mailing Address:
Phone Number:	Fax Number:
Email Address:	
Federal Tax Identification Number:	DUNS #:
Type of Entity: (Check all That Apply)	·
For Profit     Not for Profit     Corporation	LLC Derthership Sole Proprietor



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

Locations(s):	
License Information:	Accreditation Information (if applicable):
Licensing Body	Accrediting Body
License Type	Accreditation Status
License Number	Expiration Date
Expiration Date	Date of Most Recent Survey
Primary Contact Individual and Position:	Contact information for the primary contact:
	Office:
	Cell:
	Email:
Other Agencies That Have Contract Agreements	
Please provide the names, addresses, and telep	
provide professional references as to the qualit	y of work/services provided by your organization:
1.	
2.	
3.	
Has This Program Been the Subject of Disciplin Agency, or Accrediting Agency Within the Last legal actions in the last five (5) years? Yes Explanation Required if Yes	Five Years or the subject of current pending or
knowledge and ability. I understand that any	by me are true and correct to the best of my omission (including any misstatement) of material can be grounds for rejection of this application or
Name	Title
Signature	Date



# ATTACHMENT II-A – PROVIDER APPLICATION PACKET:

COMPANY OFFICIAL AUTHORIZED TO SIGN CONTRACTS		
Name:		
Title:		
Address:		
Phone Number:		
Email:		
COMPANY OFFI	CIAL AUTHORIZED TO INVOICE	
Name:		
Name.		
Title:		
Title:		



# ATTACHMENT III – FSS 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

• <u>Cyber Liability</u> 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

• <u>Workers' Compensation</u> (*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:

Provider will name Family Support Services of North Florida, Inc., and Family Support Services of Suncoast, LLC 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. FSS 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. FSS 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.

Signatu	ire		Date		
Name			Title		
	STATE OF COUNTY OF The foregoing instrument v online notarization this	was acknowledged be day of	, 20	, by	sence or []
	NOTARY SEAL:		Sign Print		_
	Personally Known Type of Identification Prod		ced Identification		



# 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

Title

Name of Organization

Address of Organization



# ATTACHMENT VI – CERTIFICATION AND AFFIDAVIT REGARDING EMPLOYMENT ELIGIBILITY AND E-VERIFY (MANDATORY):

Pursuant to <u>Section 448.095</u>, F.S., Provider shall register with and use the U.S. Department of Homeland Security's E-Verify system, <u>https://e-verify.gov</u>, to verify the work authorization status of all Provider employees hired on and after January 1, 2021.

Provider shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Provider shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, F.S. Provider shall provide a copy of all subcontractor affidavits to FSS upon receipt and shall maintain a copy for the duration of the Agreement.

A true and correct copy of Provider's proof of registration in the E-Verify system is attached to this Affidavit.

Pursuant to <u>Section 448.09</u>, F.S., Provider shall not knowingly employ, hire, recruit, or refer for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

Failure to comply with this Attachment is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to FSS.

I hereby certify that Provider:

- 1. Shall adhere to the requirements and is otherwise in full compliance with Sections 448.09 and 448.095, F.S.;
- 2. Does not employ, contract with, or subcontract with an unauthorized alien; and
- 3. If there is a good faith belief that a person or entity with which we are contracting has knowingly violated Section 448.09, F.S., we shall terminate the contract with the person or entity and shall promptly notify FSS.

By affixing your signature below you hereby affirm that the foregoing information is accurate and complete to the best of your knowledge and belief.

Signature

Name

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [\_\_] physical presence or [\_\_] online notarization this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by

\_\_\_\_\_, as \_\_\_\_\_

NOTARY SEAL:

Sign\_\_\_\_\_ Print\_\_\_\_\_

Date

Title

Personally Known	OR Produced Identification	 
Type of Identification Produced		



# ATTACHMENT VII – STATEMENT OF ASSURANCES (MANDATORY):

#### **1. Acceptance of Contract Terms and Conditions:**

I	l.	. as an authorized	representative of,
		,	

\_\_\_\_\_\_, hereby agree that if awarded any contract as a result of the FSS Invitation to Negotiate number <u>ITN-025-ITSS</u>, it will comply with the requirements, terms and conditions stated in the Invitation to Negotiate and in FSS'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 FSS's exclusive determination, in rejection of the application.

Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

#### 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 FSS on a non-competitive basis to:

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

Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

# 3. Proof of Signature Authority:

This Invitation to Negotiate (ITN) shall include proof of signature authority if someone signs the ITN 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.

# Name of President or Chairperson of the Board of Directors:

Title of Person to Whom Signature Authority is Delegated:

Name of Person to Whom Signature Authority is Delegated:



#### 4. Conflict of Interest Statement (Non-Collusion):

I hereby certify, that all persons, companies, or parties interested in the Invitation to Negotiate (ITN) as principals are named therein, that the ITN 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 ITN, I have full authority to legally bind the Respondent to the provisions of this Application.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

#### 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.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

# 6. 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.

Title:
Date:



# 7. 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 FSS to provide IT services commencing January 1, 2025.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

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# ATTACHMENT VIII - RESPONDENT INFORMATION QUESTIONNAIRE

# **General Information**

Contact information: Names, phone numbers, email addresses of employees relevant to ITN

Name	Phone	Email	Position

# **Business Background**

- 1. How long (in years) has your company been in the business of providing full managed services to client? (our definition of full services is help desk, networking services, project management, planning, and strategic planning)
- 2. Where do you have physical offices?
- 3. How many clients do you currently have under contract?
- 4. What is your largest client in terms of revenue and number of users and PCs?
  - o Revenue:
  - o Users:
  - o PCs:
- 5. How many employees do you have on staff full time?
- 6. Does your company operate with only internal staff, or do you utilize contracted resources for your operations/projects?
- 7. How do you price your monthly services?
  - □ Number of PCs
  - □ Number of Users
  - $\Box$  Other Please elaborate:
- 8. Does your pricing include all software to manage PCs, network, etc.?
  - □ Yes
  - 🗆 No
- Do you typically have automatic increases in your billing rates each contract year?
   □ Yes
  - 🗆 No



10. When was the last time your organization was reviewed by a third party for compliance (ex. SOC I, II or similar)\*?

\*Please provide the latest copy of this review as an attachment to this ITN response.

#### Projects – Pricing/Management/Execution

- 11. Do you offer project scoping and implementation services for projects?
  - □ Yes
  - 🗆 No
- 12. Do you have project managers with PM certifications or equitable work experience? □ Yes
  - □ No
- 13. Please describe how projects are scheduled and implemented by your company.
- 14. How does your company price personnel assigned to projects? (blended rates, per specialty/experience, other?)
- 15. Does your firm utilize subcontractors for support or execution of services or projects?  $\hfill\square$  Yes
  - 🗆 No

# **Helpdesk**

16. What is your ratio of help desk personnel to client users?

17. Please describe how you supply on-site services? Do you keep a team member on-site? Are you onsite personnel assigned to our account billed to our account or are they billed out to us separately for any work done on-site?



- 18. Does your company possess the capability to have someone on-site in Jacksonville, Yulee, Dade City, Largo, and Trinity Florida within 4 hours of a call when necessary?
- 19. Does your company have the capability to provide an electronic software inventory based on agents installed on all of the PCs under management each month?
  - $\Box$  Yes
  - □ No
- 20. Does your firm run software to monitor PCs, push software to PCs, and perform remote help? (Please list your suite of products utilized to support clients)
  - □ Yes
  - 🗆 No

If yes, please list products:

- 21. Do you provide recycling services for PCs and other equipment with verified hard drive destruction? Is this included in the monthly service costs and if not, what is the coast per piece of equipment?
  - $\Box$  Yes
  - $\Box$  No
- 22. Do you provide Intune and MDM services? If so, please describe.
  - $\Box$  Yes
  - 🗆 No
- 23. Do you offer hybrid services such as the client performing helpdesk/on-site duties while you supervise PCs and provide network support. If yes, please describe.
  - $\Box$  Yes
  - 🗆 No
- 24. Do you provide PC imaging specific for clients' needs?
  - $\Box$  Yes
  - 🗆 No
- 25. Is imaging / restoring a PC typically considered part of normal monthly fees or an offcontract service?



26. What are your standard helpdesk hours?

27. What are your helpdesk SLAs?

#### Networking

28. Does your company have the capability on staff to implement firewalls and support SD-WAN?

- □ Yes
- □ No
- 29. How many networking professionals does your firm keep full time on staff? Please list and provide titles and backgrounds.

Name	Title	Background

- 30. Can you monitor our network 24x7 and alert us to issues as necessary?
  - □ Yes
  - 🗆 No
- 31. Does your firm have dedicated staff on payroll for helpdesk, networking, project engineering, etc.?
  - $\Box$  Yes
  - 🗆 No

# **Contract**

- 32. Do you provide license management services for Microsoft server, O365, etc. and is it typically included in your monthly fee? Or is this an add-on service?
- 33. Do you provide licensing services/tracking for miscellaneous applications such as Adobe Pro by tracking licenses to users? Is this an off-contract service or is it part of your monthly billing?
- 34. What is the typical length of your MSP contracts?



# ATTACHMENT IX – NOTICE OF INTENT TO SUBMIT A REPLY

Name of Provider	
Name of Authorized Official	
Title of Authorized Official	
Signature of Authorized Official	
Date	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	

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# ATTACHMENT X – FATAL CRITERIA CHECKLIST

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

Re	spo	ndent Name: (Agency)	Printed Name	Date	
Re	viev	wed By: (FSS)	Printed Name	Date	
Wi	tnes	ssed By: (FSS)	Printed Name	Date	
A.	Th	e Application was receive	d by the date and time specified in the ITN.	🗌 YES	
В.	3. The Application includes a fully completed Provider Application Packet.		🗌 YES	□ NO	
C.	2. The Application includes proof of insurance.		🗌 YES	□ NO	
D.	<ol> <li>Certification and Affidavit regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</li> </ol>		🗌 YES		
E.	E. Certification Regarding Lobbying		🗌 YES	🗌 NO	
F.	<ol> <li>Certification and Affidavit Regarding E-Verify</li> </ol>		🗌 YES	□ NO	
G.	G. Statement of Assurance				
	1.	Acceptance of Contract	Ferms and Conditions	🗌 YES	□ NO
	2.	Statement of No Involver	nent	🗌 YES	□ NO
	3.	Proof of Signature Autho	rity	🗌 YES	🗌 NO
	4.	Conflict of Interest Stater	nent (Non-Collusion)	🗌 YES	🗌 NO
	5.	Certification of Drug Free	Workplace Program	🗌 YES	□ NO
	6.	Certification of No Crimin	al Conduct	🗌 YES	🗌 NO
	7.	Certification of Board of I	Directors Approval	🗌 YES	🗌 NO
			۱ 🗌	N/A	

# If any responses are "no", the Application is disqualified from further Evaluation.

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