

CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, AUGUST 28, 2023 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

100. Water and Waste Water Rate Study
Rate_Study-Presentation.pdf

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. FY 2022-2023 Mid-Year Budget Amendment
Resolution 2023-21 Mid-Year Budget Amendment.pdf
Mid - Year Budget Amend FY2023 Attachment 1.pdf
Mid - Year Budget Amend FY2023 - Attachment 2.pdf

301. Agreement with EssentialNet Solutions for Information Technology Managed Services
RFP #06-23-01 JD Essential Solutions Proposal.pdf
RFP #06-23-01 JD UDT Proposal.pdf
RFP #06-23-01 JD Pace Systems Proposal.pdf
RFP #06-23-01 JD Sissines Proposal.pdf
RFP #06-23-01 JD SoftSages Proposal.pdf
RFP #06-23-01 JD SPN Solutions Proposal.pdf
RFP 06-23-01 JD Evaluation Team Scoring.pdf

302. Consideration of Amendment to Winter Springs Retirement System Investment Policy Statement
2023-8 Winter Springs Master IPS DRAFT

303. Appproval of the Minutes from the Monday, July 10, 2023 City Commission Regular Meeting
2023 07 10 City Commission Regular Meeting Minutes.pdf

PUBLIC HEARINGS AGENDA

400. Babyland Bilingual Academy
Babyland Staff Report CC.pdf
Applicant Presentation.pdf
Development Agreement _ Babyland Conditional Use _ 07.31.2023.pdf
Exhibit A - Overall Site Plan
Exhibit B - Detailed Site Plan
Exhibit C - Certificate of Occupancy.pdf
Exhibit D - Conditional Use Application.pdf

401. The Grove (IMPOWER)
The Grove Expansion Staff Report CC.pdf
The Grove DA.pdf
Aerial.pdf
2236 CUP APP Signed 02-23-23.pdf

402. Second Reading of Ordinance 2023-06, Amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service.
Ordinance No. 2023-06 - Stormwater Amendments Comp Plan - Adoption Heari....pdf
2023 08 16 Ordinance 2023-06.pdf
2023 08 16 Ordinance 2023-06.pdf

403. Second Reading Ordinance 2023-09 Extension of Duke Energy Florida LLC Franchise Agreement
Duke Energy Extension Letter.pdf
Ordinance 2023-09
2023 08 16 Ordinance 2023-09 Legal Ad

REGULAR AGENDA

500. Non-Binding Presentation: Catalyst Development Partners
Catalyst Development Partners Non-Binding Presentation 08-28-23.pdf

501. UCF Winter Springs Incubator: Quarterly Report Presentation & 7th Modification to Economic Development Funding Agreement
UCF Winter Springs Incubator Report Q2-Q3 2022-23.pdf
UCFBIP -WS Annual Report 2021-2022.pdf
2023 - 7th Modification to UCF Winter Springs Incubator Agreement.pdf

502. Winter Springs Boulevard Speed Limit Discussion
Speed and Crash Data WSB.pdf

503. Appointment Opportunities for City Boards and Committees

504. New Business

REPORTS

600. Interim City Manager Phil Hursh
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat Four Commissioner Cade Resnick
604. Seat Five Commissioner/Deputy Mayor Rob Elliott
605. Mayor Kevin McCann
606. Seat One Commissioner Matt Benton
607. Seat Two Commissioner Victoria Colangelo
608. Seat Three Commissioner Ted Johnson

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ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 Florida Statutes.

AWARDS AND PRESENTATIONS ITEM 100

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Water and Waste Water Rate Study

SUMMARY

The City requested a comprehensive review of the sufficiency of water, sewer, and reclaimed water user rates to provide revenue for operations and capital improvements. As the City is engaging in a significant sewer capital upgrade and reinvestment program over the next few years which will require a focus on obtaining funding for the projects and setting the rates to support the capital program and potential new debt service payments. Raftelis Financial Consultants conducted the study with close support and cooperation by the City's staff and engineering consultants. This presentation will discuss the development of the study, results and recommendations to the City and Commission.

FUNDING SOURCE

RECOMMENDATION

Staff is requesting the Commission review the presentation and discuss. No action is required at this time.

2023 Water and Wastewater Rate Study

Water:
3 water treatment plants
153 miles of water main pipe from 6-16 inch

Wastewater:
2 wastewater plants
52 lift stations
26 miles of force mains pipe from 4-24 inch
68 miles of gravity sanitary sewer

Reclaimed Water:
6 Disposal sites
3 storage tanks
1 booster pump station
2200 connections
3 major users (Tuscawilla Golf Course, Trotwood Park, Central Winds Park)
45 miles of reclaimed water main pipe from 4-18 inch

Projects

Project	Cost	Notes
Water Supply and Treatment	$11,951,300	Drinking water improvements
Water Transmission	15,362,600	Water meter and line upgrades
Sewer Treatment and Disposal	115,880,500	Wastewater improvements/ WWTPs design and construction
Sewer Collection/Lift Stations	10,448,200	Sanitary sewer and lift station improvements
Reuse Pumping and Storage	5,315,000	Reclaimed water improvements
Reuse Transmission	4,136,100	Reclaimed water expansion
General	3,299,000	Equipment and other
Total	$166,392,700	

Historical Trends for Winter Springs

- Rates would increase by 2-4% due to the Consumer Price Index (CPI), Average change over time of prices paid for consumer goods and services.
- Operational Expenses have increased at a greater rate
- Old debt services were only being maintained
- Repair and Maintenance of existing infrastructure expenses are increasing

Comparison with Surrounding Municipalities

- 2021 CPI 4.7%, 2022 CPI 8.0%, 2023 CPI 4.9 % (to date)
- Other City increases
  - Vero Beach adopted a series of three consecutive 15% first year with 18% for next two years for a waste water plant and other improvements.
  - Hallandale Beach adopted a 40% water increase for FY 2023 followed by 17% in FY 24, 10% in FY25, and between 3.75-7% over FYs 26-28.
  - Melbourne adopted 14% water and wastewater increase effective June 1, 2023; and an additional rate adjustment of 8% in October 2024

*Capital Improvement Plan project list varies per City

Leveraging additional Funding Sources

- St. John River Water Management District Cost Share
- FEMA/ Hazard Mitigation Grant Project
- FDEP
  - Water Quality Improvement Grant Program
  - Alternative Water Supply Grant
  - Resilient Florida Grants

RAFTELIS

City of Winter Springs

2023 Water and Wastewater Rate Study

August 28, 2023



Project Scope

- Key Forecast Assumptions
- CIP Funding Plan
- Revenue Sufficiency Forecast
- Findings and Recommendations



Key Forecast Assumptions and Notes

- 2024 Preliminary Budget
- Forecast remaining 5 years

Escalation Factors for:

- Labor
- General Inflation
- Chemicals
- Health Insurance
- Electricity
- Fuel

Fully Funded CIP - $166.4 million from FY 2023 – FY 2029

Issuance of new debt to fund Water Reclamation Facilities (WRFs) and Reclaimed Water Flow Upgrades

Rate adjustments identified to meet loan covenants, O&M expenses, CIP needs, and maintain utility reserves

CIP Funding Plan



CIP Summary

Project	Cost	Notes
Water Supply and Treatment	$11,951,300	Drinking water improvements
Water Transmission	15,362,600	Water meter and line upgrades
Sewer Treatment and Disposal	115,880,500	Wastewater improvements/ WWTPs design and construction
Sewer Collection/Lift Stations	10,448,200	Sanitary sewer and lift station improvements
Reuse Pumping and Storage	5,315,000	Reclaimed water improvements
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General	3,299,000	Equipment and other
Total	$166,392,700	

New Loans for Large Projects

Description	2023/24 WRF Design SRF Loan	2025 WRF Construction SRF Loan	2025 Reclaimed Water SRF Loan	2029 WTP SRF Loan
Estimated Project Cost	$12,000,000	$82,000,000	$3,445,400	$3,289,800
Loan Principal	$12,292,100	$86,126,300	$3,532,700	$3,355,600
Loan Term (Years)	10	20	20	20
Interest Rate	2.04%	2.00%	2.50%	3.50%
Annual Debt Pmt	$1,371,300	$5,267,200	$226,600	$236,100
First Year of Debt Pmt	2024	2029	2025	2029

Notes:

- SRF Design loan has been submitted to FDEP
- SRF Construction loan interest rate and amounts are estimated.
  Assumes plant cost of $100,000,000 less $18,000,000 of ARPA funds

Water and Wastewater Revenue Sufficiency Forecast

Existing Water Rates (October 1, 2022)

Monthly Base Charges	Rates
5/8 x ¾ -inch Meter	$6.85
1-inch Meter	$17.13
1.5-inch Meter	$34.25
2-inch Meter	$54.80
3-inch Meter	$109.60
4-inch Meter	$171.25
6-inch Meter	$342.50
8-inch Meter	$548.00

Residential Usage Charges	Rates
Block 1 (0 – 10,000 gallons)	$1.59
Block 2 (10,001 – 15,000 gallons)	$2.31
Block 3 (15,001 – 20,000 gallons)	$3.06
Block 4 (20,001 – 25,000 gallons)	$3.72
Block 5 (25,001 – 30,000 gallons)	$4.96
Block 6 (Above 30,000 gallons)	$6.86

Usage rates are charged per 1,000 gallons of consumption.

Existing Wastewater Rates (October 1, 2022)

Rate Component	Inside
Base Charge	
5/8 x ¾ -inch Meter	$13.44
1-inch Meter	$33.60
1.5-inch Meter	$67.20
2-inch Meter	$107.52
3-inch Meter	$215.04
4-inch Meter	$336.00
6-inch Meter	$672.00
8-inch Meter	$1,075.20
Usage Charges	
All Consumption [1]	$5.25

[1] Residential wastewater consumption billed is capped at 10,000 gallons per month.

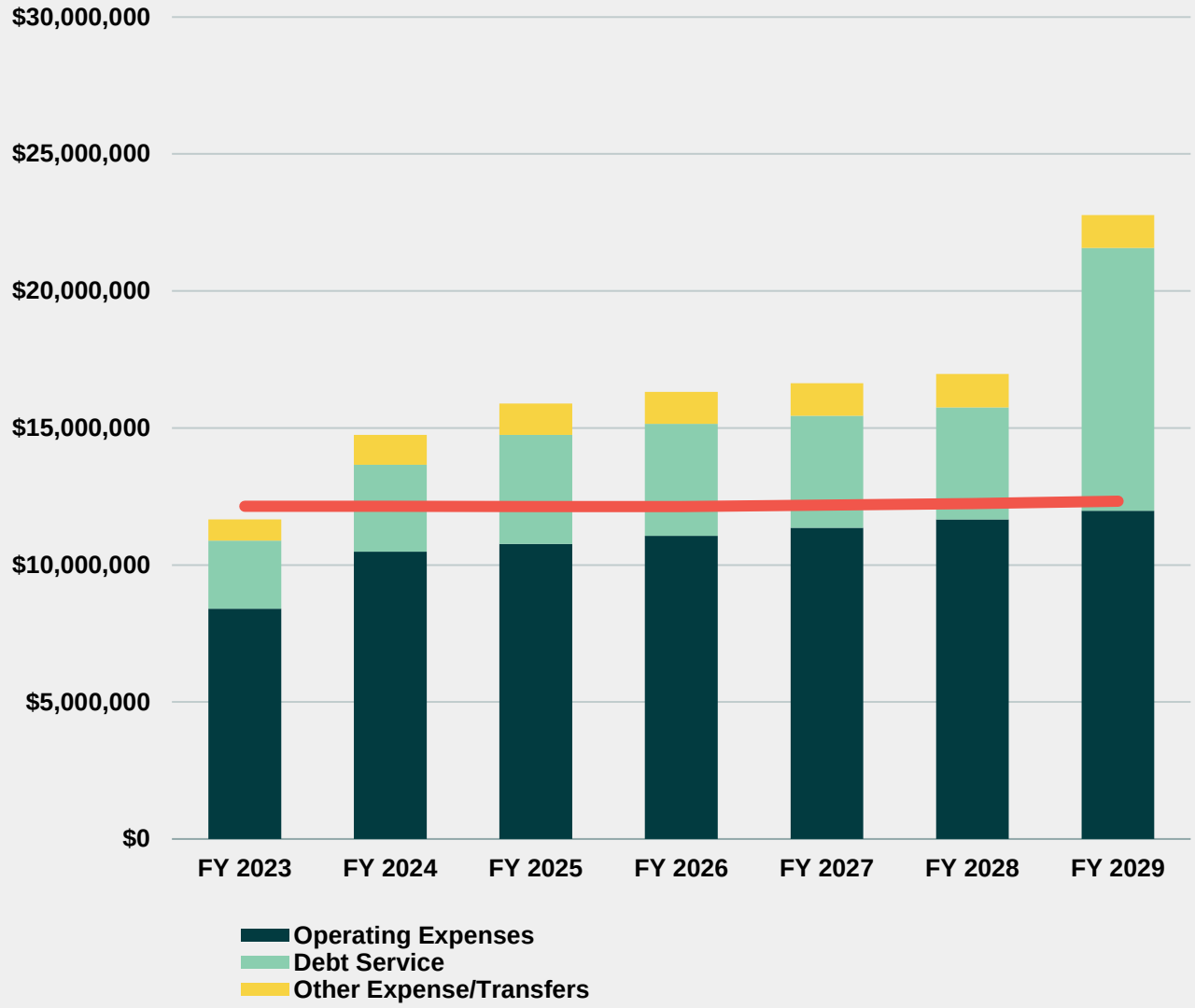
Capital Improvement Program Funding

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Rate Revenues	$8,400	$339,400	$383,400	$398,900	$417,400	$436,800	$417,200	$2,401,500
410 Operating Fund	5,394,400	5,452,700	5,930,800	4,703,000	5,961,100	3,170,600	1,824,100	32,436,700
412 Service Avail. Fees	0	3,654,900	0	1,357,000	0	3,859,200	0	8,871,100
ARPA Funds	0	0	16,000,000	2,000,000	0	0	0	18,000,000
SRF Loans	0	2,551,300	6,894,100	22,000,000	26,000,000	20,000,000	23,289,800	100,735,200
FEMA Funds	0	3,560,400	387,800	0	0	0	0	3,948,200
Total Funding Sources	$5,402,800	$15,558,700	$29,596,100	$30,458,900	$32,378,500	$27,466,600	$25,531,100	$166,392,700

Note: most projects include annual inflation of approximately 4.0% to account for future price increases.

Revenue Sufficiency at Existing Rates

- Revenues not projected to be sufficient through the forecast period
- Significant increase in O&M expenses from FY 23 to FY 24
- Additional debt is necessary to fund the wastewater treatment plant replacements, reclaimed water upgrades, and water plant improvements
- Rate adjustments necessary to fund O&M, debt, debt covenants, capital, and maintain reserves



Proposed Rate Adjustments

Fiscal Year	% Change Typical 5,000 Gal Residential Bill
FY 2024	18.6%
FY 2025	16.7%
FY 2026	17.0%
FY 2027	11.4%
FY 2028	7.5%
FY 2029	7.5%

Monthly Utility Bill by Year – 5,000 gallons

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water	$14.80	$17.01	$18.29	$19.67	$21.15	$22.73	$24.41
Wastewater	39.69	47.63	57.16	68.58	77.13	82.94	89.15
Combined	$54.49	$64.64	$75.45	$88.25	$98.28	$105.67	$113.56
$ Change		$10.15	$10.81	$12.80	$10.03	$7.39	$7.89
% Change		18.6%	16.7%	17.0%	11.4%	7.5%	7.5%

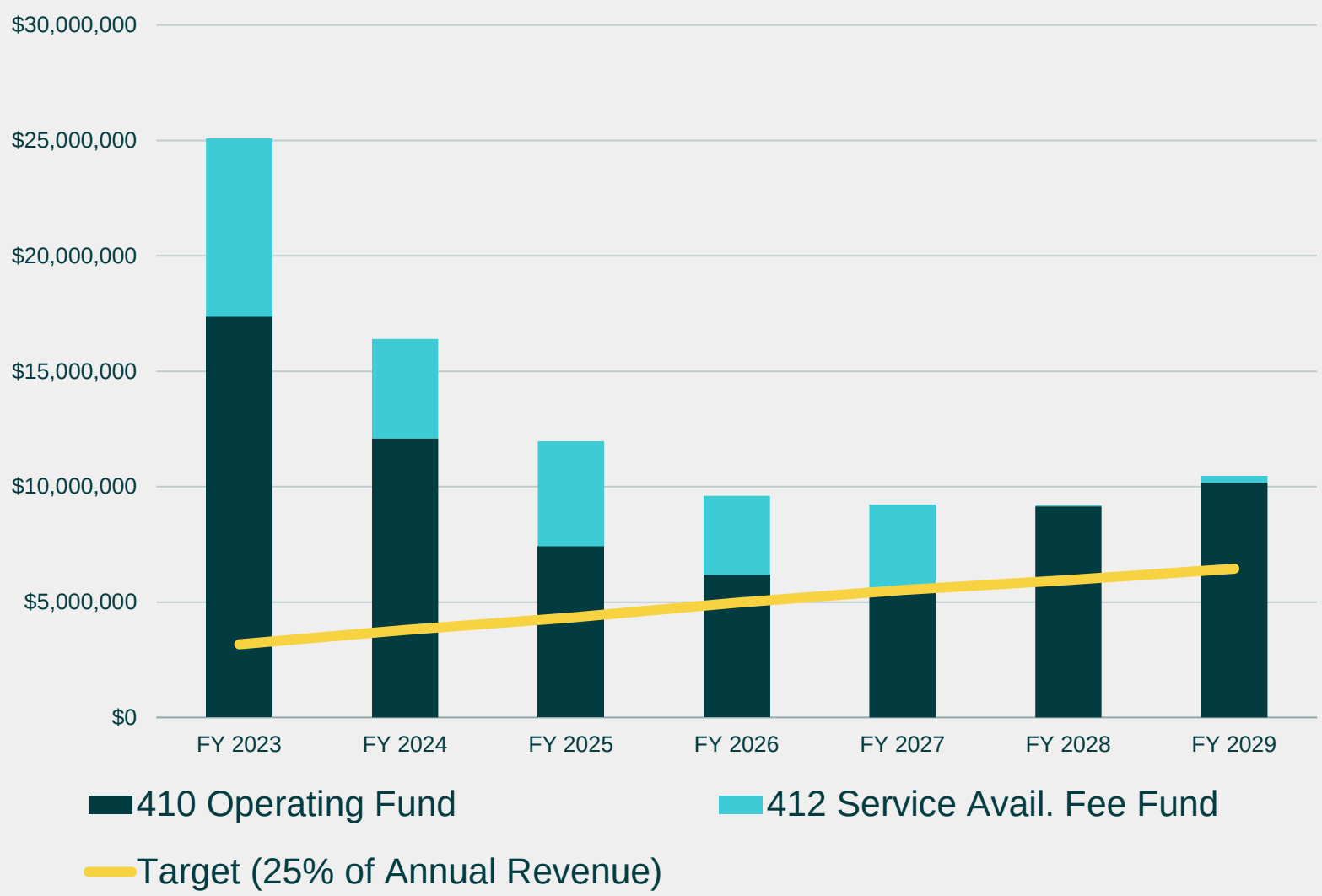
Revenue Sufficiency at Proposed Rates

- Revenues increased to cover all revenue requirements and meet debt covenants
- Increased revenues provide funding for CIP and maintaining minimum reserve levels

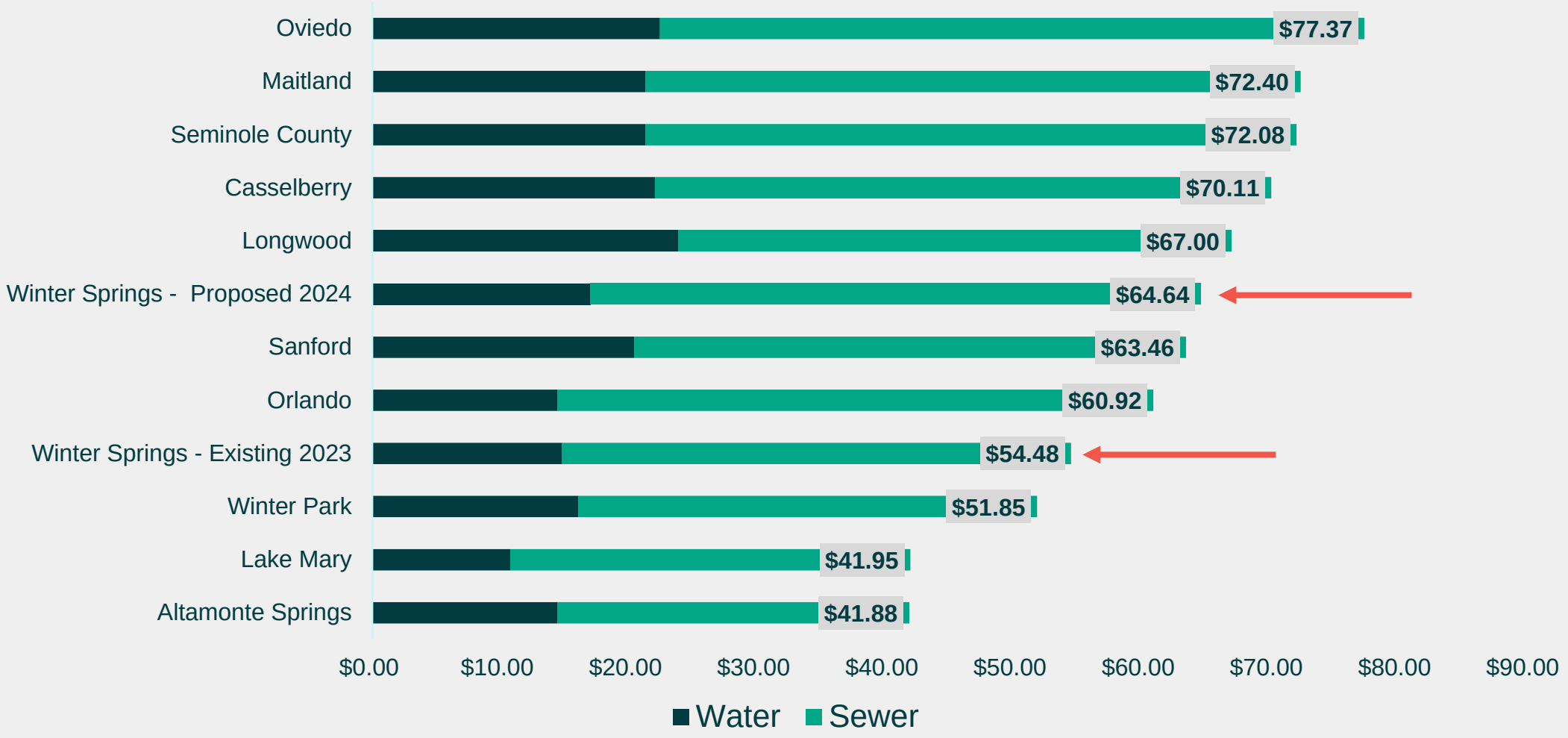


Fund Balance Forecast

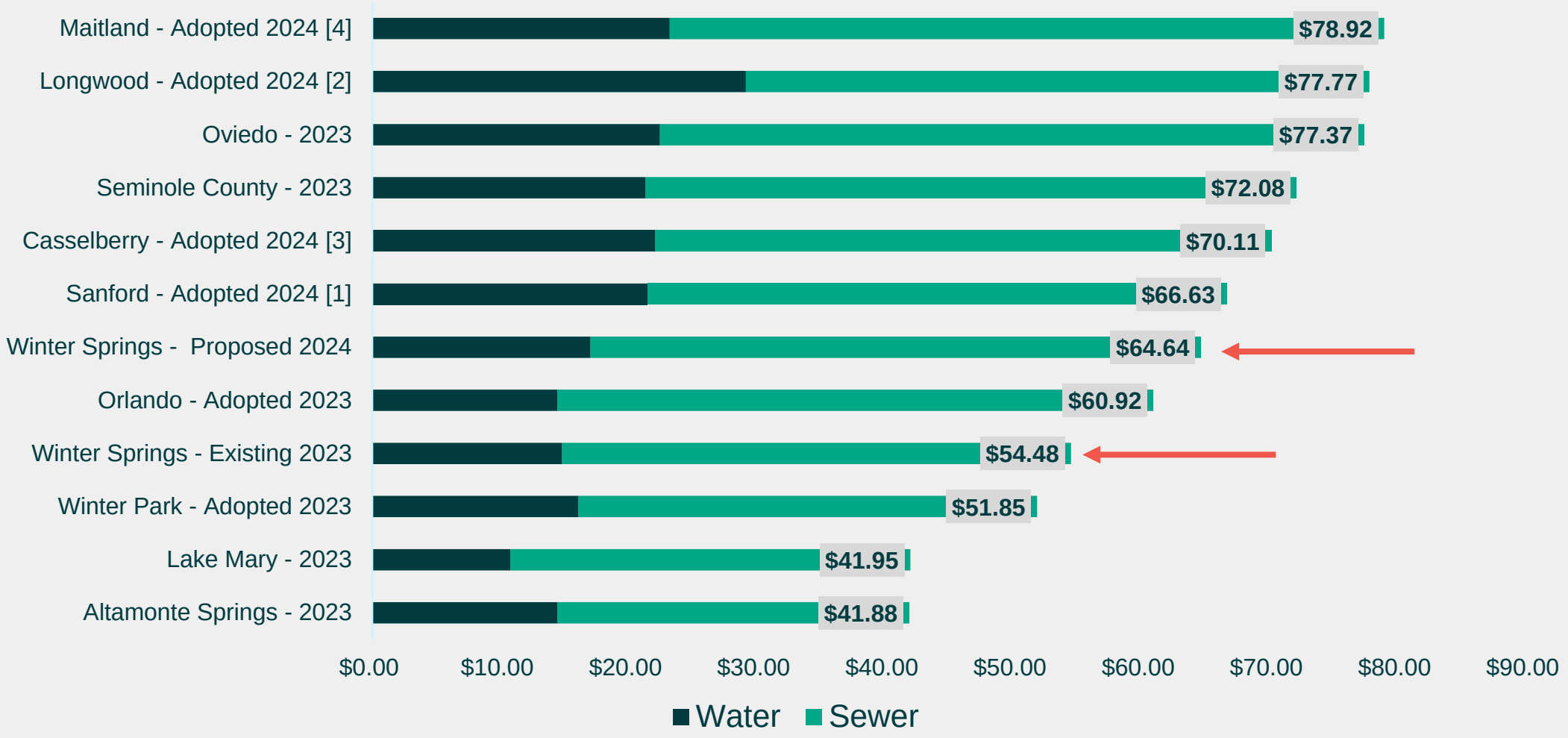
- The Operating fund should be maintained to manage cash flows and to address emergency repairs
- Service Availability Fees are being used for upgrade and expansion projects



Local Comparison at 5,000 gallons consumption (existing FY 2023 rates)



2024 Local Comparison at 5,000 gallons consumption (with known rate increases)



Findings and Recommendations

- Adopt water, wastewater, and reclaimed water rate increases for the next five (5) fiscal years – FY 2024 through FY 2028

- Due to the magnitude of the rate adjustments, CIP, and inflationary impacts on operations the City should consider updating the revenue sufficiency plan each year for the next three to four years

RAFTELIS

Thank you!

Contact: Joe Williams
407 960 1806 / jwilliams@raftelis.com

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

FY 2022-2023 Mid-Year Budget Amendment

SUMMARY

The City Manager is requesting that the City Commission consider approval of Resolution 2023-21amending the Fiscal Year 2022-2023 Budget.

The City Charter provides the Commission may amend the budget by resolution. Only those funds requiring budget adjustment are included therein. The agenda item is needed to amend the budget for those funds which vary from the originally adopted budget. The amendment represents activity through July 31, 2023. A final budget amendment for the fiscal year is anticipated in November.
The majority of the amendments are necessary for one of the following reasons:

- accrual of revenues and expenses in the appropriate fiscal year.
- variations between budgeted (estimated) and actual revenues and expenditures.
- unanticipated agenda items with a fiscal / budget impact.

Part of the normal course of operations at fiscal year-end is the accrual of revenues and expenses. The accruals are necessary for aligning revenues and expenses with the fiscal period to which they are earned or incurred, respectfully. In many areas, it is typical for some variances between budgeted figures and actual results. Furthermore, over the course of a fiscal year, various agenda items approved by the Commission may lack specific language to amend the expenditure budget or the appropriation to/from fund balance. This resolution formalizes the fiscal impact of those actions.

Shown in Attachment 1 and 2 of the Resolution are the budgeted ending fund balances for all funds requiring amendment for the 2022-2023 fiscal year. Please note these are budgeted figures only. Audited financial statements which depict the official year-end balances will be available upon the conclusion of the FY 2022-2023 annual audit, which is scheduled to be presented in March of 2024.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the City Commission approve Resolution 2022-21 amending the FY 2022-2023 budget.

RESOLUTION 2023-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Section 7.05 of the City Charter provides that the annual City budget may be amended by Resolution duly adopted by the Commission; and

WHEREAS, the City Commission of the City of Winter Springs deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. That the Fiscal Year 2022-2023 City Budgets are amended as provided in Attachments 1 and 2 attached hereto.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 28th day of August, 2023.

ATTEST:

_____

KEVIN McCANN, Mayor

_____

CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

_____

ANTHONY A. GARGANESE, City Attorney

Attachment 1 - Budget Amendment Detail

Resolution 2023-21

General Fund

Funds not included in this summary do not require a budget amendment

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance UNAUDITED
General Fund #001:			
As approved by City Commission on 9/26/22 Public Hearing Item 401:			
10/1/22 Budgeted Beginning Fund Balance	$9,042,979	$508,192	$9,551,171
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	$27,401		
9/30/23 Budgeted Ending Fund Balance	***$9,070,380***		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 09/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	*$508,192*		
Commission Approved:			
Consent 304; 11.14.22 - Supplemental Appropriation for police vehicles (2100)	($500,000)	mid-yr	
	($500,000)		
Revenue Neutral:			
Grants/Donations:			
Insurance Proceeds - Florida League - damage to Ford Explorer	$4,355		
Increase R&M budget - damage to Ford Explorer (2100)	($4,355)		
	$0		
Community Events:			
Recognize revenue budget - Winter Wonderland	$12,650	mid-yr	
Establish expenditure budget - Winter Wonderland (7415)	($12,650)	mid-yr	
Recognize revenue budget - Hometown Harvest	$9,820	mid-yr	
Establish expenditure budget - Hometown Harvest (7415)	($9,820)	mid-yr	
Recognize revenue budget - Celebration of Freedom	$34,964	mid-yr	
Establish expenditure budget - Celebration of Freedom (7415)	($34,964)	mid-yr	
Recognize revenue budget - May Food Truck Event	$1,350	mid-yr	
Establish expenditure budget - May Food Truck Event (7415)	($1,350)	mid-yr	
Recognize revenue budget - Spring Festival	$2,538	mid-yr	
Establish expenditure budget - Spring Festival (7415)	($2,538)	mid-yr	
Recognize revenue budget - August Food Truck Event	$1,400	mid-yr	
Establish expenditure budget - August Food Truck Event (7415)	($1,400)	mid-yr	
	$0		
Other:			
Increase Consulting for FEMA application support; Carlisle Thompson (4100)	($15,000)	mid-yr	
Increase Revenue in several accounts to align with current trend analysis	$1,440,000	mid-yr	
Eliminate Street Lighting Revenue (4100)	($36,380)	mid-yr	
	$1,388,620		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	*$888,620*		
REVISED 9/30/23 Budgeted Ending Fund Balance	***$10,467,192***		

Attachment 1 - Budget Amendment Detail
Resolution 2023-21
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance UNAUDITED
Special Law Enforcement Fund - Federal #103			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$8,095**	$7,151	**$15,246**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($7,110)		
9/30/23 Budgeted Ending Fund Balance	**$985**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$7,151		
Increase FY23 Fines and Forfeitures	$123,047	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$130,198		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$131,183**		
Transportation Improvement Fund #120			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$1,166,153**	$2,823,994	**$3,990,147**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($681,103)		
9/30/23 Budgeted Ending Fund Balance	**$485,050**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$2,823,994		
Defer Winding Hollow deceleration lane to FY24	$532,500	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$3,356,494		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$3,841,544**		
Road Improvement (Infrastructure Surtax)Fund #121			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$6,397,524**	$3,358,946	**$9,756,470**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($3,211)		
9/30/23 Budgeted Ending Fund Balance	**$6,394,313**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$3,358,946		
Increase CIP budget - street resurfacing to deplete 2nd Generation residual equity	($45,419)	mid-yr	
Regular 501 - 2/27/23 increase street resurfacing budget	($500,000)	mid-yr	
Increase CIP budget - emergency road repairs related to Hurricane Ian	($984,000)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,829,527		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$8,223,840**		

Attachment 1 - Budget Amendment Detail
Resolution 2023-21
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance UNAUDITED
Solid Waste/Recycling Fund #130			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$1,907,320**	$1,062,378	**$2,969,698**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	$5,693		
9/30/23 Budgeted Ending Fund Balance	**$1,913,013**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$1,062,378		
Increase emergency recovery budget for Hurricane Ian debris cleanup	($600,000)	mid-yr	
Increase consulting budget for FEMA application support (Carlisle Thompson)	($10,000)	mid-yr	
Decrease revenue since rate increase did not materialize	($536,587)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($84,209)		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$1,828,804**		
Transportation Impact Fee Fund #150			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$1,369,075**	$820,891	**$2,189,966**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($949,000)		
9/30/23 Budgeted Ending Fund Balance	**$420,075**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$820,891		
Reduce the CIP Budget - Defer Integra to FY24	$379,000	mid-yr	
Align impact fees with YTD actuals - Transportation Residential	$36,000	mid-yr	
Align impact fees with YTD actuals - Transportation Commercial	$9,000	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,244,891		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$1,664,966**		
Police Impact Fee Fund #151			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$778,471**	$11,494	**$789,965**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	$6,000		
9/30/23 Budgeted Ending Fund Balance	**$784,471**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$11,494		
Align impact fee revenue with YTD actuals - Residential	$10,000	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$21,494		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$805,965**		

Attachment 1 - Budget Amendment Detail
Resolution 2023-21
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance UNAUDITED
Fire Impact Fee Fund #152			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$2,708,903**	$39,981	**$2,748,884**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	$25,000		
9/30/23 Budgeted Ending Fund Balance	**$2,733,903**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$39,981		
Align impact fee revenue with YTD actuals - Residential	$6,700	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$46,681		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$2,780,584**		
Park Impact Fee Fund #153			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$619,158**	$47,175	**$666,333**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($96,000)		
9/30/23 Budgeted Ending Fund Balance	**$523,158**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$47,175		
Align impact fee revenue with YTD actuals - Residential	$64,000	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$111,175		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$634,333**		
TLBD Maintenance Fund #160			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$147,098**	$38,152	**$185,250**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($101,763)		
9/30/23 Budgeted Ending Fund Balance	**$45,335**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$38,152		
Defer Rate Assessment groundwork to FY24	$35,000	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$73,152		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$118,487**		

Attachment 1 - Budget Amendment Detail
Resolution 2023-21
Other Governmental Funds

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance UNAUDITED
Sewer Plant Replacement (ARPA/SRFL) Fund #180	(Fund Established 9/13/2021 with Resolution 2021-24)		
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$18,687,851**	$116,552	**$18,804,403**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($1,255,800)		
9/30/23 Budgeted Ending Fund Balance	**$17,432,051**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$116,552		
Defer design & cost related to East West Plants	$350,000	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$466,552		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$17,898,603**		
Revolving Rehabilitation Capital Project Fund #302			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$1,174,894**	$17,452	**$1,192,346**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($1,172,600)		
9/30/23 Budgeted Ending Fund Balance	**$2,294**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$17,452		
Increase Transfer In budget from Fund #303 for pickle ball court project	$250,000	mid-yr	
Increase CIP bdget - pickle ball court project	($250,000)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$17,452		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$19,746**		
Perk Up Parks Capital Project Fund #303			
As approved by City Commission on 9/26/22 Public Hearing 401			
10/1/22 Budgeted Beginning Fund Balance	**$2,967,349**	$1,187,759	**$4,155,108**
FY 2023 Budgeted Appropriation TO (FROM) Fund Balance	($844,500)		
9/30/23 Budgeted Ending Fund Balance	**$2,122,849**		
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/22 Year-End Financials	$1,187,759		
Increase per Consent Agenda Item 305 12/12/22 pickleball court project	($647,522)	mid-yr	
Increase per Regular Agenda Item 500 05/22/23 pickleball court project	($356,796)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$183,441		
REVISED 9/30/23 Budgeted Ending Fund Balance	**$2,306,290**		

Attachment 1 - Budget Amendment Detail
Resolution 2023-21
Enterprise Funds

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.		Net Capital, Restricted, NPL	Difference in Beg Fund Bal - Projected to Actual	Actual Ending Fund Equity 9/30/22 UNAUDITED
Water & Sewer Operating Fund #410				
As approved by City Commission on 9/26/22 Public Hearing Item 401:				
10/1/22 Budgeted Beginning Fund Equity	**$7,352,994**	**$21,548,739**	$7,476,498	**$36,378,231**
FY 2023 Budgeted Appropriation TO (FROM) Fund Equity	($3,299,786)			
9/30/23 Budgeted Ending Fund Equity	**$4,053,208**		W&S Svc Avail Fund	$7,496,869
			ACFR combines 410, 412	**$43,875,100**
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):				
Difference in Beginning Fund Equity FROM projected to actual as shown in 9/30/22 Year-End Financials	$7,476,498			
Increase Consulting for FEMA application support (Carlisle Thompson)	($15,000)	mid-yr		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	$7,461,498			
REVISED 9/30/23 Budgeted Ending Fund Equity (excl of net capital, restricted, NPL)	**$11,514,706**			
Stormwater Utility Fund #411				
10/1/22 Budgeted Beginning Fund Equity	**$1,897,689**	**$7,352,392**	$85,565	**$9,335,646**
FY 2023 Budgeted Appropriation TO (FROM) Fund Equity	($333,516)			
9/30/23 Budgeted Ending Fund Equity	**$1,564,173**			
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):				
Difference in Beginning Fund Equity FROM projected to actual as shown in 9/30/22 Year-End Financials	$85,565			
Increase CIP budget for needed repairs - pipe lining, pond restoration, drainage	($500,000)	mid-yr		
Increase Consulting for Pegasus Studies	($126,500)	mid-yr		
Increase Consulting for FEMA (Carlisle Thompson)	($10,000)	mid-yr		
Decrease budget for CIP, Machinery & Equip., Pesticides, Payroll	$287,535	mid-yr		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	($263,400)			
REVISED 9/30/23 Budgeted Ending Fund Equity (excl of net capital, restricted, NPL)	**$1,300,773**			
Water and Sewer Service Availability Fund #412:				
As approved by City Commission on 9/26/22 Public Hearing Item 401:				
10/1/22 Budgeted Beginning Fund Equity	**$5,587,386**		$1,909,483	**$7,496,869**
FY 2023 Budgeted Appropriation TO (FROM) Fund Equity	($2,766,500)			
9/30/23 Budgeted Ending Fund Equity	**$2,820,886**			
Amendments to be approved tonight to Original FY 2022-2023 Budget (as approved on 9/26/22):				
Difference in Beginning Fund Equity FROM projected to actual as shown in 9/30/22 Year-End Financials	$1,909,483			
Align Service Availability revenue budget with YTD actuals (residential)	$280,000	mid-yr		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	$2,189,483			
REVISED 9/30/23 Budgeted Ending Fund Equity (excl of net capital, restricted, NPL)	**$5,010,369**			

Attachment 2 - General Fund Budget Amendment Summary
Resolution 2023-21

HELPFUL TOOLS: Fiscal Year 2022-2023 Original Budget as approved by City Commission on 9/26/22 Public Hearing 401.

	Division #	FY 23 Original Annual Budget	Commission Approved Amendments to Appropriation	Revenue Neutral Changes	Other Requests to Amend Appropriation	Intra Departmental Transfers	FY 23 Amended Annual Budget
General Fund Revenues & Transfers:		**$20,107,054**					**$20,107,054**
Recognize revenue budget - Hometown Harvest				$ 9,820			$ 9,820
Recognize revenue budget - Winter Wonderland				$ 12,650			$ 12,650
Recognize revenue budget - August Food Truck				$ 1,400			$ 1,400
Recognize revenue budget - Winter Wonderland				$ 2,538			$ 2,538
Recognize revenue budget - May Food Truck				$ 1,350			$ 1,350
Recognize revenue budget - Celebration of Freedom				$ 34,964			$ 34,964
Increase General Fund revenue budget (Rev Sharing, 1/2 Cent)					$ 1,440,000		$ 1,440,000
Eliminate Street Lighting Budget					$ (36,380)		$ (36,380)
Recognize insurance proceeds - Ford Explorer				$ 4,355			$ 4,355
General Fund Revenues & Transfers		**$ 20,107,054**	**$ -**	**$ 67,077**	**$ 1,403,620**	**$ -**	**$ 21,577,751**
General Fund Expenditures:							
City Commission	1100	$ 123,073					$ 123,073
City Manager	1200	$ 337,143					$ 337,143
City Clerk	1210	$ 229,861					$ 229,861
Finance - General	1300	$ 749,095				$ (3,218)	$ 745,877
Finance - Utility Billing	1360	$ 764,058				$ 3,218	$ 767,276
Comm Development - Administration	1500	$ 172,853					$ 172,853
Comm Development - Planning	1510	$ 173,411					$ 173,411
Comm Development - Urban Beautification	1520	$ 1,252,128					$ 1,252,128
Comm Development - Street lighting	1530	$ 534,055					$ 534,055
IS & General Services - Human Resources	1315	$ 280,039				$ (4,700)	$ 275,339
IS & General Services - General	1600	$ 1,106,123				$ 8,500	$ 1,114,623
IS & General Services - City Hall	1910	$ 18,483				$ 5,500	$ 23,983
IS & General Services - Risk Management	1925	$ 664,594					$ 664,594
IS & General Services - Facilities Maintenance	1935	$ 441,301				$ (9,300)	$ 432,001
IS & General Services - Marketing & Events	7415	$ 206,194		$ 62,722			$ 268,916
General Government - Legal Services	1400	$ 314,020					$ 314,020
General Government - General	1900	$ 897,225					$ 897,225
Police - Chief	2100	$ 6,766,047	$ 500,000	$ 4,355			$ 7,270,402
Police - Criminal Investigations	2110	$ 76,959					$ 76,959
Police - Community Services	2120	$ 15,270					$ 15,270
Police - Operations	2130	$ 260,829				$ (104)	$ 260,725
Police - Support Services	2140	$ 521,422				$ 104	$ 521,526
Police - Code Enforcement	2150	$ 100,032					$ 100,032
Fire - Operations	2200	$ -					$ -
Public Works - Fleet	1940	$ 280,088					$ 280,088
Public Works - Administration	4100	$ 135,929			$ 15,000		$ 150,929
Public Works - Roads & ROW	4110	$ 816,904					$ 816,904
P&R - Administration	7200	$ 180,888					$ 180,888
P&R - Athletics	7220	$ 3,804					$ 3,804
P&R - Parks & Grounds	7230	$ 2,086,387					$ 2,086,387
P&R - Programs	7240	$ 189,928				$ (2,440)	$ 187,488
P&R - Seniors	7250	$ 381,510				$ 2,440	$ 383,950
General Fund Expenditures		**$ 20,079,653**	**$ 500,000**	**$ 67,077**	**$ 15,000**	**$ -**	**$ 20,661,730**
Budgeted Approp TO (FROM) Fund Balance		**$ 27,401**	**$ (500,000)**	**$ -**	**$ 1,388,620**	**$ -**	**$ 916,021**

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Agreement with EssentialNet Solutions for Information Technology Managed Services

SUMMARY

The City's contract with current Information Technology Department Managed Services Provider will be concluding in accordance with the existing contract. A bid process (RFP 06-23-01 JD) was conducted for IT services with a submission deadline of August 4. Proposals were scored by a staff review committee and EssentialNet Solutions scored the highest of the 6 bids submitted. Annual cost is expected to be $267,000 per year with after-hours support to be billed hourly at a rate of $125.

FUNDING SOURCE

Information & General Services
G/L 001-16-1600-530341 Other Services – Contract /Administrative

Annual cost is expected to be $267,000 per year with after-hours support to be billed hourly at a rate of $125.

RECOMMENDATION

Staff recommends Commission award the Information Technology Management Services bid to EssentialNet Solutions for service effective October 1, 2023. Additionally, Staff requests the Commission authorize the Interim City Manager and City Attorney to prepare and execute a contract and any related documents required with EssentialNet Solutions.

Information Technology Managed Services
RFP No. 06-23-01 JD

City of Winter Springs

Submitted for consideration by:

ESSENTIAL
NET SOLUTIONS

EssentialNet Solutions

2301 W. Eau Gallie Blvd., Suite 104

Melbourne, FL 32935

321-259-3242

COPY

Point of Contact: Frank Huston

fhuston@ensusa.com

Office: 321-259-3242

Cell: 321-514-5823

COVER PAGE

Section A – Proposer Information and Acknowledgement Form

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Networked Solutions Inc dba: EssentialNet Solitions

TAX ID# SNN or EIN: 59-3474526

PROPOSER ADDRESS: 2301 West Eau Gallie Blvd., Suite 104 Melbourne FL 32935

PURCHASE ORDER ADDRESS: 2301 West Eau Gallie Blvd., Suite 104 Melbourne FL 32935

PHONE NUMBER: 321-259-3242

COMPANY WEBSITE: ensusa.com

COMPANY CONTACT (REP): Frank Huston

CONTACT EMAIL ADDRESS: fhuston@ensusa.com

SIGNATURE: Frank M. Huston

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number 1, dated 7/14/2023
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

ulated Amount

Submit on Cost Proposal Worksheet, Appendix A.

Section B – Table of Contents

Section A – Proposer Information and Acknowledgement Form 2

Section B – Table of Contents 3

Section C – Introduction Letter 5

Section D – Qualifications 7

1. General 8

2. Proposer Experience 8

3. Team Experience 10

4. Florida Knowledge 12

5. References 13

6. Conclusion 14

Section E – Other Information 15

Section F – Cost and Time 17

Section G – Mandatory Proposal Forms 19

Section H – Florida State Corporate Filing 21

Appendix A – Cost Proposal Worksheet 23

Appendix B – Statement of Work / RFP Attachment 1 Questionnaire 25

Security Access 29

Systems Risk Assessment 30

Security Protection 30

User Support Experience 30

Operational Support 31

Leadership Review 31

Appendix C – Example Reports 50

Appendix D – Summary Resumes 51

Section C – Introduction Letter

Networked Solutions, Inc, /DBA EssentialNet Solutions
2301 W. Eau Gallie Blvd., Ste 104
Melbourne, FL 32935
fhuston@ensusa.com - 321-259-3242
www.ensusa.com

July 26, 2023

Stuart MacLean
Interim Procurement Manager
City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, FL 32708

Subject: Introduction and Response to Request for Proposal

Dear Stuart MacLean,

We are excited to introduce Networked Solutions, Inc. /dba EssentialNet Solutions, a leading provider of comprehensive managed services solutions, and present our response to your Request for Proposal (RFP) for RFP #06-23-01 JD. With 26 years of experience in the industry, we are well-equipped to optimize your operations, enhance efficiency, and drive unparalleled success.

Our core strengths and differentiators include a proven track record of successful partnerships, an expert team of technology professionals, tailored solutions, 24/7 support, and a strong focus on security and compliance.

Proposed Solution:

Our comprehensive managed services solution addresses your specific needs, including system monitoring, network management, cloud solutions, cybersecurity, and more. Our implementation plan ensures seamless integration and migration with minimal disruptions. The pricing model offers exceptional value and transparency, supported by robust service level agreements (SLAs) to guarantee quality and responsiveness.

We are confident that our expertise and dedication to excellence will make a significant difference in your organization's success. By partnering with EssentialNet Solutions (ENS), you can focus on your core business while we handle the complexities of IT management.

Please find the complete details of our proposal attached. Should you have any questions or require further information, do not hesitate to reach out to our team.

Sincerely,

Frank M. Huston

Frank Huston
President & CEO, Networked Solutions, Inc. /dba EssentialNet Solutions

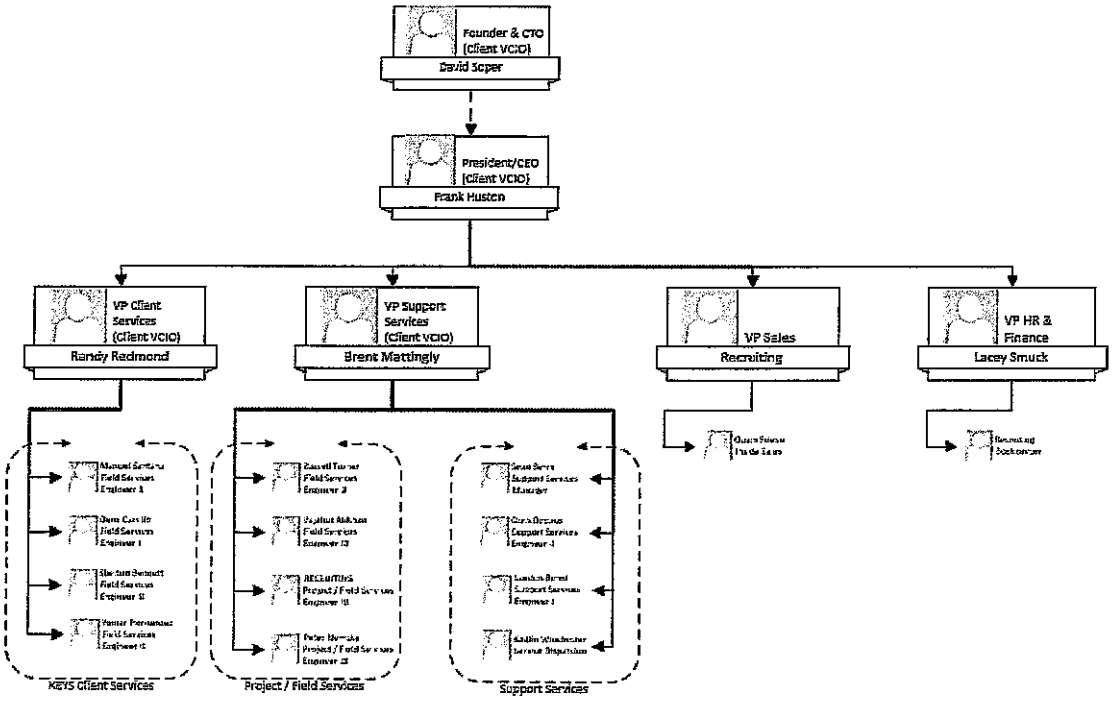
Section D – Qualifications

1. General

Provide general information about the PROPOSER, including size, office location(s), and structure of PROPOSER. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.

Networked Solutions Inc. dba EssentialNet Solutions (ENS) is a Managed Service & Technology Provider located Headquartered in Melbourne, Fl. We currently support clients throughout the state of Florida. We have 18 employees with 5 of these employees currently living in South Florida in support of our clients from West Palm through the Florida Keys. Other than growth, there have been no significant changes in our organization structure in the past five years.

ENS Organizational Chart



2. Proposer Experience

PROPOSER Experience – Describe the PROPOSER's experience with providing IT Managed Services, focus on the firm's experience with providing such services to a municipality.

ENS has been assisting clients with their technology needs for over twenty-six years. Originally founded as Networked Solutions, Inc in 1997, we started as a software and hardware support

company and evolved over the years into a full-service Managed Technology Services Provider serving all of Florida.

ENS is qualified to provide IT services to the City of Winter Springs due to our extensive experience with municipalities including the City of Marathon, Town of Ocean Ridge, Town of Haverhill, and Town of Palm Beach Shores. Due to the nature of these municipalities, ENS is experienced supporting Police Departments (CJIS) and Fire / Emergency Rescue with their proprietary technology needs. Additionally, these same organizations have required support of various utilities including wastewater, water, electricity, and gas which has allowed our staff to develop a solid understanding of the infrastructure requirements of SCADA and many other Municipal specific applications.

Since its founding, ENS has supported approximately thirty-six municipalities from monthly support to specialized projects including server upgrades, phone systems, security and Y2K mitigation.

In addition to our experience as a Managed Services Provider, ENS has a strong history of working with onsite IT staff in what is often referred to as Co-Managed IT. Through this service model we serve as either the IT lead for the organization or as the outsourced IT support arm reporting to onsite IT teams. In support of this model, we provide a shared ticketing system that can be cross utilized by clients and ENS staff alike. Additionally, we can provide shared documentation and monitoring tools so that communication between the two teams is seamless and efficient for both parties.

Our team shares a wide array of experiences in technology, networks, cloud solutions, security, telephony, business continuity, project management, strategic planning, budgeting, procurement, technology vendor management and customer service. We take pride in helping our clients with all aspects of their IT needs from frontline support to strategic planning and risk management.

Our service tools include best-in-class monitoring, alerting and patch management and we provide 24x7 support and response for clients requiring elevated support. A list of available services are provided below:

Managed Services	**Project/ Specialized Services**
• Managed Patch Management	• Network Design & Engineering Services
• Managed Workstation	• Cloud Migration Services
• Managed Servers	• Onsite / Remote Labor Services
• Managed Anti -virus Services	• Project Management Services
• Managed Firewall Services	• Virtual CIO Services
• Managed Network Services	• Budgeting and Planning
• Managed Cloud servers and applications	• Cloud Solutions
• Managed Backup Services	**Managed Security Services**
• Managed Colocation Services	• Security Information and Event Management
• Managed Cloud Services	• Security Training and Learning Management

• Managed VoIP Services	• Darkweb Monitoring
• Managed Hardware as a Service Solutions	• External/ Internal Security Scanning
• Managed 24x7 Monitoring and Alerting	• 24x7 Security Operations Center Monitoring
• Co-Managed IT Services	• Risk Assessment Analysis Reporting
Helpdesk Services	**MISC Services**
• Customized Client Portal	• Consulting
• Client Ticketing	• Budget Development / Management
• Client Reporting	• Strategic Planning
• Asset Tracking / Reporting	• Vendor Management
• Remote Workstation Access to All Users	• AV Support / VoIP Support
• Online Documentation	• Board Meeting Attendance
• Customer Services Assessments	• Custom Training Services

3. Team Experience

Team Experience – Identify key members of PROPOSER's team that will service the CITY. Identify the primary day-to-day contact for the engagement and their experience. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.

The ENS team planned for the City of Winter Springs from day one will include:

- David Soper (Owner and client vCIO),
- Frank Huston (President and client vCIO),
- Brent Mattingly (VP of Field Services and Project Manager),
- Peter Nemsky (Senior Field Engineer)
- Kaitlin Winchester (VP of Client Experience)
- Sean Berry (Service Desk Manager)

Collectively, these six individuals have over 100 years of experience including IT Management and frontline support of municipalities, police departments, fire departments, and water treatment facilities.

Given the scope of the contract, ENS is prepared to recruit and manage additional staff as needed to meet the contracted needs onsite and remote. The primary day-to-day contact for the engagement will be our VP of Field Services – Brent Mattingly. Our VP of Client Experience – Kaitlin Winchester will serve as a secondary point of contact and Helpdesk escalation.

David Soper

David has over 25 years in technology services and business leadership. He is a business executive who started in field engineering supporting municipalities during the Y2K crisis and grew to own 5 technology related organizations including EssentialNet and Commulus (a VoIP provider in Central Florida)

Frank Huston

Frank has over 40 years' experience in technology services. He started in computer and technology services with the Air Force and then moved on to hold positions with two large healthcare organizations including Director of IT for St' Jude Childrens Research in Memphis Tennessee. Frank has been a part of the Managed Services industry for twenty years here in Florida and has five years' experience running a private data center for business aviation.

Brent Mattingly

Brent serves as the VP of Field Services and Project Manager for ENS and is responsible for overseeing the engineering services division, ensuring seamless project execution from conception to completion. He provides strategic leadership to the team, fosters innovation, and maintains exceptional client relationships. Brent efficiently allocates resources, manages budgets, and implements best practices, ensuring the successful delivery of projects while upholding the highest standards of quality and safety. Brent has over 20 years' experience in technology support with 15 years directly supporting municipalities.

Peter Nemsky

Peter serves as a Senior Engineer and backup Project Manager and is responsible for providing expert-level technical support and maintenance for complex network infrastructures. With a focus on delivering exceptional field services, he leads the installation, configuration, and troubleshooting of networking solutions, ensuring optimal performance and reliability. Peter collaborates closely with cross-functional teams, plays a pivotal role in project planning and execution, and consistently demonstrates a commitment to delivering top-tier customer service and exceeding project objectives.

Kaitlin Winchester

Kaitlin serves as the VP of Customer Experience, responsible for overseeing and optimizing the overall customer journey and satisfaction. She has over 17 years of professional experience dedicated to enriching customer interactions across a wide range of industries. Kaitlin's role involves overseeing dispatch, the service desk team, scheduling and is the main point of contact for customer communication.

Sean Berry

Sean serves as the Service Desk Manager and is responsible for overseeing the efficient operation and continuous improvement of the IT service desk. He leads a team of skilled professionals, ensuring the delivery of exceptional technical support to end-users, promptly resolving incidents and service requests. Additionally, Sean develops and implements service desk processes, maintains service level agreements, and fosters a customer-centric approach to enhance overall user satisfaction and IT service quality.

4. Florida Knowledge

Florida Knowledge – Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

As a municipality in Florida, the City of Winter Springs faces several issues that influence the cities' technological needs including cybersecurity threats, budget constraints, regulatory compliance, infrastructure design and survivability, system integrations, cloud adoption, and general risk mitigation.

Some of the more pressing risk issues faced by the city range from hurricanes and severe weather to cybersecurity protection and the growing spread of ransomware. In order for the City to take the most appropriate action for themselves and their residents, they have to consider budget impacts (planned and unplanned) while trying to add layers of protection that are increasingly more expensive and possibly less understood / justified by City leadership and council members.

Due to the geographic location of the city, technology solutions must be redundant in design or implemented with quick recovery times. This means that all systems must be evaluated for local vs cloud benefits or risks, backup and recovery options for both, and continuity options (if cloud, then redundant internet. If local, then redundant power and hardware).

<continued on next page>

5. References

Project #1:	
Project Name: Managed Services / CIO Services / Monthly Services	
Type of Project / Service: Managed Services	
Address: 103355 Overseas Hwy, Key Largo, FL 33037	
Contracting Agency / Client: Key Largo Wastewater Treatment District	
Contact Name and Phone #: Peter Rosasco 305-451-4019	
Contact Email Address and Fax#: peter.rosasco@klwtd.com	
Contract Amount: $170,400 Estimated Annual	Date Work Performed: 2020 - Present
Project #2:	
Project Name: Managed IT / Monthly Services	
Type of Project / Service: Managed Services	
Address: 6450 N Ocean Blvd., Ocean Ridge, FL 33435	
Contracting Agency / Client: Town of Ocean Ridge	
Contact Name and Phone #: Lynne Ladner 561-732-8331	
Contact Email Address and Fax#: lladner@oceaneridgeflorida.com	
Contract Amount: $54,900 Estimated Annual	Date Work Performed: 2012 - Present
Project #3:	
Project Name: Managed IT / CIO Services / Monthly Services	
Type of Project / Service: Onsite Helpdesk, IT Director, and CIO Services	
Address: 5901 College Rd., Key West, FL 33040	
Contracting Agency / Client: The College of the Florida Keys	
Contact Name and Phone #: Heather Margiotta (305) 296-9081	
Contact Email Address and Fax#: heather.margiotta@cfk.edu	
Contract Amount: $594,000 Estimated Annual	Date Work Performed: 2020 - Present
Project #4:	
Project Name: Managed IT / CIO Services / Monthly Services	
Type of Project / Service: Helpdesk, Onsite Support, and CIO Services	
Address: 9805 Overseas Highway, Marathon, FL 33050	
Contracting Agency / Client: City of Marathon	
Contact Name and Phone #: George Garrett (305) 743-0033	
Contact Email Address and Fax#: garrettg@ci.marathon.fl.us	
Contract Amount: $342,000 Estimated Annual	Date Work Performed: 2001 - Present
Project #5:	
Project Name: Managed IT / CIO Services / Monthly Services	
Type of Project / Service: Managed IT, Co-Managed IT, CIO Services	
Address: 502 E New Haven Ave., Melbourne, FL 32901	
Contracting Agency / Client: Florida Eye Associates	
Contact Name and Phone #: Trish Barker (321)-727-2020 Ext 4050	
Contact Email Address and Fax#: tbarker@floridaeyeassociates.com	
Contract Amount: $115,000 Estimated Annual	Date Work Performed: 2019 - Present

MANDATORY FORM

6. Conclusion

Conclusion – Briefly summarize why PROPOSER should be selected, including why you are pursuing the City of Winter Springs' business. In short, summarize what makes PROPOSER different and why the CITY should select PROPOSER above all others.

ENS is a relationship business that provides technology services. In every contract engagement, we seek to understand the needs of our client's business so that we can respond with technology services and solutions that are foundational to the success of our client's growth. With client approval, we involve ourselves in every aspect of our client business including representing IT in Board Meetings, Town Meetings, Planning Sessions, and Vendor Negotiations.

ENS staff have provided technology services to over 30 municipalities throughout the state of Florida. We routinely engage in budgeting, planning, project management and implementation, day to day end user and system support. Additionally, we routinely attend council meetings and department head meetings.

ENS is a growing company, financially stable, and well-staffed.

ENS stays ahead of the ever-changing technology landscape by by attending industry trade shows related to our client needs as well those that are specific to IT. We also work with vendors to provide in-house training and roadmap reviews when they are in the area. Internally, we hold certification training for our staff and work with them to achieve certifications specific to industry needs.

Section E – Other Information

This section should address any other information necessary for a full understanding of PROPOSER's services. Please provide relevant information on any additional/incremental services offered by PROPOSER.

As shared previously, ENS provides variations of the following services:

Managed Services	**Project/ Specialized Services**
• Managed Patch Management	• Network Design & Engineering Services
• Managed Workstation	• Cloud Migration Services
• Managed Servers	• Onsite / Remote Labor Services
• Managed Anti -virus Services	• Project Management Services
• Managed Firewall Services	• Virtual CIO Services
• Managed Network Services	• Budgeting and Planning
• Managed Cloud servers and applications	• Cloud Solutions
• Managed Backup Services	**Managed Security Services**
• Managed Colocation Services	• Security Information and Event Management
• Managed Cloud Services	• Security Training and Learning Management
• Managed VoIP Services	• Darkweb Monitoring
• Managed Hardware as a Service Solutions	• External/ Internal Security Scanning
• Managed 24x7 Monitoring and Alerting	• 24x7 Security Operations Center Monitoring
• Co-Managed IT Services	• Risk Assessment Analysis Reporting
Helpdesk Services	**MISC Services**
• Customized Client Portal	• Consulting / Onsite Staffing
• Client Ticketing	• Budget Development / Management
• Client Reporting	• Strategic Planning
• Asset Tracking / Reporting	• Vendor Management
• Remote Workstation Access to All Users	• AV Support / VoIP Support
• Online Documentation	• Board Meeting Attendance
• Customer Services Assessments	• Custom Training Services

As standard business practice, these services (except for project work) are billed individually or bundled depending on the needs of the client. Our typical contract includes monthly billing of services based on the quantity of devices managed and increases / decreases as device counts are adjusted.

Section F – Cost and Time

(RFP Appendix A)
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:

$ 22,225.00 (print/type out amount here)

Pricing provided in the monthly total above assumes two full-time technicians, Managed Services agents and patch management, and advanced endpoint security protection (estimated 215 Workstations, 35 Servers).

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional / incremental services offered by the PROPOSER

Description	Unit	Unit Cost
M365 GCC G3 (monthly per licensed user)	1 EA	$32.00
Office365 GCC G1 (monthly per licensed user)	1 EA	$9.50
Power BI Pro for Gov (monthly per licensed user)	1 EA	$8.50
Cyber Security Training (monthly per licensed user)	1 EA	$2.20
Advanced Business Continuity Services "Estimated" (On-Premise & Cloud) – (1 appliance sized to environment)	1 EA	$3,000
Inky SPAM Prevention & Phish Prevention Service (monthly per licensed user)	1 EA	$2.00
Quarterly Vulnerability Scans (priced per scan)	1 EA	$75.00
MyGlue – client facing documentation tool (monthly per user)	1 EA	$2.00
Darkweb Monitor (monthly priced per monitored domain)	1 EA	$10.00
VoIP Phone Service (monthly per user)	1 EA	$19.00

PROPOSER may add additional lines and / or pages to accommodate its list of additional / incremental services offered

Section G – Mandatory Proposal Forms

1. Proposal Form 1 - PROPOSER Information and Acknowledgement Form

2. Proposal Form 2 - References Information Form

3. Proposal Form 3 - Insurance Requirements Form

4. Proposal Form 4 - Scrutinized Company Certification

5. Proposal Form 5 – Non-Collusion Affidavit

6. Proposal Form 6 - Drug Free Workplace Form

7. Proposal Form 7 - SMWBE Utilization Plan

8. Proposal Form 8 - Public Entity Crimes Statement

9. Proposal Form 9 - E-Verify Statement

10. Proposal Form 10- Conflict of Interest Statement

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Networked Solutions Inc dba: EssentialNet Solitions

TAX ID# SNN or EIN: 59-3474526

PROPOSER ADDRESS: 2301 West Eau Gallie Blvd., Suite 104 Melbourne FL 32935

PURCHASE ORDER ADDRESS: 2301 West Eau Gallie Blvd., Suite 104 Melbourne FL 32935

PHONE NUMBER: 321-259-3242

COMPANY WEBSITE: ensusa.com

COMPANY CONTACT (REP): Frank Huston

CONTACT EMAIL ADDRESS: fhuston@ensusa.com

SIGNATURE: Frank M. Huston

THE UNDERSIGNED:

A. Acknowledges receipt of:

1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
2. Addenda:
   Number 1, dated 7/14/2023
   Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Proposal open for 90 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
3. To accept the provisions of the Instructions to PROPOSERS.
4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
5. To accomplish the work in accordance with the contract documents.

D. Certifies:

1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

Submit on Cost Proposal Worksheet, Appendix A.

REFERENCE INFORMATION FORM
IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three years as set forth below.

Project #1:	
Project Name: Managed IT / CIO Services / Monthly Services	
Type of Project / Service: Managed Services	
Address: 103355 Overseas Hwy, Key Largo, FL 33037	
Contracting Agency / Client: Key Largo Wastewater Treatment District	
Contact Name and Phone #: Peter Rosasco 305-451-4019	
Contact Email Address and Fax#: peter.rosasco@klwtd.com	
Contract Amount: $170,400 Estimated Annual	Date Work Performed: 2020 - Present
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Project Name: Managed IT / Monthly Services	
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Contracting Agency / Client: Town of Ocean Ridge	
Contact Name and Phone #: Lynne Ladner 561-732-8331	
Contact Email Address and Fax#: lladner@oceaneridgeflorida.com	
Contract Amount: $54,900 Estimated Annual	Date Work Performed: 2012 - Present
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Project Name: Managed IT / CIO Services / Monthly Services	
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Contact Name and Phone #: Heather Margiotta (305) 296-9081	
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Address: 9805 Overseas Highway, Marathon, FL 33050	
Contracting Agency / Client: City of Marathon	
Contact Name and Phone #: George Garrett (305) 743-0033	
Contact Email Address and Fax#: garrettg@ci.marathon.fl.us	
Contract Amount: $342,000 Estimated Annual	Date Work Performed: 2001 - Present
Project #5:	
Project Name: Managed IT / CIO Services / Monthly Services	
Type of Project / Service: Managed IT, Co-Managed IT, CIO Services	
Address: 502 E New Haven Ave., Melbourne, FL 32901	
Contracting Agency / Client: Florida Eye Associates	
Contact Name and Phone #: Trish Barker (321)-727-2020 Ext 4050	
Contact Email Address and Fax#: tbarker@floridaeyeassociates.com	
Contract Amount: $115,000 Estimated Annual	Date Work Performed: 2019 - Present

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

Networked Solutions Inc dba EssentialNet Solutions
PROPOSER


Authorized Signature

Owner
Officer Title

28 July 2023
Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

_____
(Authorized Signature)

David Soper Owner
(Printed Name and Title)

Networked Solutions dba EssentialNet Solutions Inc
PROPOSER

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (____) online notarization, this 28 day of July, 2023 by David Soper the Owner of Networked Solutions, a Florida Corp. (____) who is personally known to me or (✓) who produced FL D.L. as identification.

Dale L Hoppough
Notary Public

Notary Public State of Florida
Dale L Hoppough
My Commission
HH 220613
Exp. 2/22/2026

Print Name: Dale L Hoppough

My Commission Expires: 2/22/2026

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF FLORIDA

COUNTY OF BREVARD

David Soper, being duly sworn, deposes and says that:

(1) He/she is Owner (Title) of Networked Solutions Inc dba EssentialNet Solutions (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Owner (Title)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 7/28/2023 by David Soper, who is (___) personally known to me or (✓) who has produced FL D.L as identification and who (did / did not) take an oath.

Dale L Hopp (Signature of Notary Public)

Notary Public State of Florida
Dale L Hoppough
My Commission
HH 220613
Exp. 2/22/2026

(Name of Notary Typed, Printed or Stamped) Notary Public

HH220613 (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

Networked Solutions Inc dba EssentialNet Solutions does:

PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

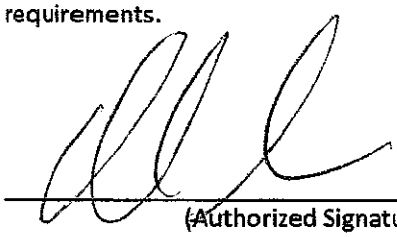
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



(Authorized Signature)

July 28 2023

(Date)

David Soper

(Print/Type Name as Signed Above

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: Networked Solutions Inc dba EssentialNet Solutions

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

ESSENTIAL
NET SOLUTIONS

SMWBE Utilization Plan Response

Per the defined scope of work, ENS does not currently plan to engage sub-contractors in support of this contract. However, should project scopes or support requirements dictate the need for subcontractors, ENS will abide by the requirements defined in the provided SMWBE Utilization Plan provided in the RFP and restated on the previous page and will abide by internal policy as provided below:

ENS is committed to actively seeking out and prioritizing Small, Minority, Women, or Disadvantaged Business Enterprises (SMWBEs) as subcontractors. We recognize the importance of fostering diversity and inclusion in our projects and supporting underrepresented businesses in the communities we operate in. Here's how we will engage with SMWBE subcontractors:

1. We will proactively search for SMWBEs that align with the specific requirements of each project. Our dedicated team will conduct thorough research to identify qualified SMWBEs in the regions where our projects are taking place.

2. To ensure we work with legitimate SMWBEs, we will verify their official certification status. Working with certified businesses will allow us to uphold the highest standards of diversity and inclusivity in our subcontracting process.

3. We are committed to providing fair and equal bid opportunities to all potential subcontractors, including SMWBEs. All interested SMWBEs will receive clear and comprehensive information about the projects, deadlines, and requirements.

4. Communication is key to successful collaborations. We will maintain open and transparent lines of communication with SMWBE subcontractors, fostering a trusting and respectful relationship from the outset.

5. ENS will actively support SMWBE subcontractors by providing the necessary resources and assistance to help them succeed in their roles. This support may include technical guidance, training, or access to networks and opportunities.

6. We will regularly monitor the progress and performance of SMWBE subcontractors to ensure that projects stay on track and meet the desired outcomes. Any issues that arise will be addressed promptly and collaboratively.

7. Ensuring timely and fair payment to SMWBE subcontractors is a priority. We will adhere to the agreed-upon payment terms and streamline the invoicing process to maintain a positive working relationship.

8. ENS is dedicated to ongoing evaluation and improvement of our engagement with SMWBE subcontractors. We will identify areas for enhancement and strive to create even more mutually beneficial partnerships in the future.

By actively seeking out, giving priority to, and engaging with SMWBE subcontractors, ENS aims to lead by example and contribute positively to the growth and prosperity of diverse businesses in the communities we serve.

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services.**

2. This sworn statement is submitted by (PROPOSER) Networked Solutions Inc dba EssentialNet Solutions whose business address is 2301 West Eau Gallie Blvd., Suite. 104 Melbourne FL 32935 and (if applicable) Federal Employer Identification Number (FEIN) is 59-347-4526 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is David Soper and my relationship to the PROPOSER named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   - A predecessor or successor of a person convicted of a public entity crime; or
   - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature 7/28/22 Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Brevard

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28 day of July, 2023, and is personally known to me, or has provided FL DL as identification.

Dale L Hoppough My Commission expires: 2/22/2026
Notary Public

Notary Public State of Florida
Dale L. Hoppough
My Commission
HH 220613
Exp. 2/22/2026

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

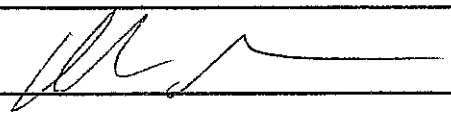
Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: Networked Solutions Inc dba EssentialNet Solutions

Authorized Signature: 

Title: Owner

Date: 7/28/23

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services.**
This sworn statement is submitted by (PROPOSER) Networked Solutions Inc dba EssentialNet Solutions whose business address is

2301 West Eau Gallie Blvd., Suite. 104 Melbourne FL 32935 and (if applicable) Federal Employer Identification Number (FEIN) is

59-3474526 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.) My name is David Soper and my relationship

to the PROPOSER named above is Owner.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature 7/28/23 Date:

STATE OF Florida

COUNTY OF Brevard

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28 day of July, 2023, and is personally known to me, or has provided FL DL as identification.

Dale L Hoppough My Commission expires: 2/22/2026
Notary Signature

Notary Public State of Florida
Dale L Hoppough
My Commission
HH 220613
Exp. 2/22/2026

Section H – Florida State Corporate Filing

Detail by Entity Name

Florida Profit Corporation
NETWORKED SOLUTIONS, INC.

Filing Information

Document Number	P97000089405
FEI/EIN Number	59-3474526
Date Filed	10/16/1997
Effective Date	10/13/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/15/1999
Event Effective Date	NONE

Principal Address

2301 W Eau Gallie
Suite 104
Melbourne, FL 32935

Changed: 01/06/2022

Mailing Address

2301 W Eau Gallie
Suite 104
Melbourne, FL 32935

Changed: 01/06/2022

Registered Agent Name & Address

Smuck, L
2301 W Eau Gallie
Suite 104
Melbourne, FL 32935

Name Changed: 01/06/2022

Address Changed: 01/06/2022

Officer/Director Detail

Name & Address

Title President

SOPER, DAVID R
4448 CHASTAIN DR
MELBOURNE, FL 32940

Appendix A – Cost Proposal Worksheet

(RFP Appendix A)
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:
$ 22,225.00 (print/type out amount here)
Pricing provided in the monthly total above assumes two full-time technicians, Managed Services agents and patch management, and advanced endpoint security protection (estimated 215 Workstations, 35 Servers).

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional / incremental services offered by the PROPOSER

Description	Unit	Unit Cost
M365 GCC G3 (monthly per licensed user)	1 EA	$32.00
Office365 GCC G1 (monthly per licensed user)	1 EA	$9.50
Power BI Pro for Gov (monthly per licensed user)	1 EA	$8.50
Cyber Security Training (monthly per licensed user)	1 EA	$2.20
Advanced Business Continuity Services "Estimated" (On-Premise & Cloud) – (1 appliance sized to environment)	1 EA	$3,000
Inky SPAM Prevention & Phish Prevention Service (monthly per licensed user)	1 EA	$2.00
Quarterly Vulnerability Scans (priced per scan)	1 EA	$75.00
MyGlue – client facing documentation tool (monthly per user)	1 EA	$2.00
Darkweb Monitor (monthly priced per monitored domain)	1 EA	$10.00
VoIP Phone Service (monthly per user)	1 EA	$19.00

PROPOSER may add additional lines and / or pages to accommodate its list of additional / incremental services offered

Appendix B – Statement of Work / RFP Attachment 1 Questionnaire

QUESTIONNAIRE 1: ORGANIZATION AND EXPERIENCE

The PROPOSER's overall support strategy/philosophy - Please address the following in your response:

Describe PROPOSER's view of the role of the information technology support services provider.

- Full outsourced IT Department
  - IT Director for budgeting, planning, vendor management, procurement, staff management, sla management,
  - Senior engineering
    - Design, Plan, Implementations, Product and service selection, Tier 3 support
  - Security Engineering
    - Product and service selection, implementation, monitoring, mitigation, risk assessments, compliance
  - Network Administration
    - Day to day server and systems administration and support, Patch management, preventative maintenance, adds moves changes
  - Applications Specialist
    - Resource dedicated to assisting with business application use, support, implementation and vendor management
  - Help Desk Technician
    - Day to day end user support

Describe any management or implementation strategies or techniques that the PROPOSER intends to employ in carrying out the scope of work.

As a technology support services provider, EssentialNet Solutions understands that it is critical to the successful operation of the city and as such it must continually monitor all systems and services to ensure proactive and urgent reactive support. In order to accomplish this, ENS expects to deploy a standard suite of tools including:

- Monitoring service agents on all workstations, laptops and servers.
- Network monitoring services for switches, firewalls, routers and managed access points.
- Customized Helpdesk support portal for customer ticketing.
- Advanced endpoint security protection services backed by 24x7 security operations center.

Describe PROPOSER's communication strategy for keeping clients informed of system conditions and changes.

Once the tools are deployed and active, ENS will ensure that all ticketing is configured for two-way communication so that all ticket actions are communicated back to the requestor in real-time. Once configured, Kaitlin will engage to align next steps and client expectations. She will serve as the point of contact for support processes and will train everyone involved in how to engage with our service desk for support. As Kaitlin begins to finalize the process and training, she will then engage Sean, the Service Desk Manager, to begin the transition to live support, documentation, and service assignment. Sean will be responsible for on-going management of tickets and ticket closure and will assign or escalate resources as required to resolve open issue.

QUESTIONNAIRE 2: PROBLEM REPORTING AND RESOLUTION PROCESS

a) *Include evidence that PROPOSER understands the CITY's current environment, including an understanding of working within significant budgetary constraints.*

ENS has over 20 years supporting Municipalities and understands the environment as described in this RFP. ENS has routinely worked with Finance departments and other department heads to establish IT budgets with an emphasis on cost savings while balancing the implementation of new technologies. MAYBE TALK ABOUT HOW WE PHASE PROJECTS OVER TIME AND MULTI YEAR PLANNING

The following list includes a sample of completed projects thorough an understanding of the existing environments and dealing with budgetary constraints.

Holy Trinity 5625 Holy Trinity Dr. Melbourne, FL 32940	Jun. 2019 – Aug. 2019	Network Replacement / Upgrade and Business Continuity Design	
- Implement high-availability network from the ground-up across two campuses for up to 1000 students - Install and configure firewalls, switches, internet fail-over and security services - Isolate and prioritize network segment utilizing vLANs, QoS and DNS/DHCP servers - Virtualized servers using VMware and automate backup using VEEAM backup & replication - Enhance wireless communications by incorporating vLANs and designated internet channels - Plan and develop disaster recovery solution with datacenter back-bone for hosting and communications			
City of Starke 209 N Thompson St. Starke, FL 32901	Oct. 2019	Workstation Upgrades	
- Design and implement custom workstation image for 35 municipal clients - Deploy physical assets onsite with migration of all user and production application data - Advance client through security compliance and end of operating system support lifecycle			
Town of Ocean Ridge 6450 N Ocean Blvd. Ocean Ridge, FL 33435	Sep. 2019	LAN / WAN Upgrades	
- Implement BGP/IP Sec VPN network for mobile police vehicles using ATT FirstNet - Bridge police vehicle wireless roaming to main office network and production applications - Load balance connectivity between multiple internet carriers and datacenters for redundancy			
Rosasco CPA 8085 Overseas Hwy . Marathon, FL 33050	Aug. 2019	Network Security and Workstation Deployment	
- Upgrade network segment hardware and implement cloud-based firewall security services - Complete image-based workstation deployment for high demand application environment			

John Greene Logistics 2405 Garden St . Suite 1 Titusville, FL 32796	Dec. 2019 – May 2020	VoIP Phone System, Server, and Workstation Upgrade	
- Migrated telecom services from analog to digital using cloud-base d VoIP - Integrate call center features allowing multiple dispatchers to collaborate - Implement virtual desktop infrastructure utilizing office 365 services - Migrate e-mail communications to Office 365 with Sales Force integration - Designed, migrated and installed new server infrastructure			
Loggerhead Marinelife 14200 US Highway One Juno Beach, FL 33408	Nov. 2019	Network and Firewall Upgrade	
- Upgrade network firewall and migrate to cloud-base d security services - Upgrade network switch layer to accommodate power over ethernet requirements			
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404	Feb. 2020	Network and Workstation Upgrades	
- Migrate internet service from copper cable to fiber optics - Interconnect physical buildings into central network using fiber optics - Upgrade 13 workstations from Windows 7 to 10 with custom accounting applications			
City of Marathon 9805 Overseas Highway Marathon, FL 33050	March 2020	Network and Server Upgrades	
- Implement high-availability cluster across core network firewall and switch segment - Load balance high-availability cluster across two internet connections for performance and fail-over - Perform multiple server upgrades including all hardware, software, and virtual machines from the ground up - Interconnect peering facility across the city via Metro Ethernet and Virtual Private Networks - Implement encrypted and automated cloud-based back-up in addition to on-site resources			

Christian International 5200 East Highway 98 Santa Rosa Beach, FL 32459	Dec. 2019	Wireless and Network Upgrade	
- Design and implement wireless internet solution for 2500 users in 40,000 sqft building - Enhance network security by separating voice and data networks into vLANS with QoS - Enhance network security by upgrading to clo ud-based security services			
Gulf Coast State College 5230 W. U.S. Highway 98 Panama City, FL 32401	Aug. 2021	Server Migration and Upgrade	
- Deploy 13 servers - Migrate applications from existing servers - Test and validate			

b) Include plan of action and milestones for onboarding process.

Upon award of contract, and with the approval of city leadership, ENS will activate its newly revised / adopted "Client On-boarding" procedures as summarized below. It should be noted that these procedures are a defined baseline and are adjusted as needed in response to issues or concerns identified during each step of service activation.

**Services may vary based on RFP acceptance, budget finalization and final contracted services.*

Security Access

1. Assign a dedicated vCIO
2. Gather credentials for network, server, and workstation access.
3. Setup ENS credentials for domain and attached equipment.
4. Suspend access from previous service provider.
5. Assess current audit policies and increase where needed.
6. Monitor for possible problem(s) caused by credential suspension.
7. Terminate access from previous service provider.
8. Request facility access keys or escorts.
9. Physically inspect all locations
    a. Assess all IT equipment and note any issues.
    b. Assess all network carrier demarcation locations and note any issues
    c. Assess business continuity risks
        i. Generator power,
        ii. Battery power,
        iii. Flood risks,
        iv. Window/ Door access,
        v. Fire safety and suppression methods,
        vi. Water/ drainage pipe placements and routes.

d. Assess the physical facility access and document any security concerns.
e. Assess all computer and network devices connections and document any concerns including power strips, staff provided Wi-Fi units, staff provided network connectivity, and staff provided mobile devices and laptops.
f. Compile all findings and review with city leadership and IT staff.

Systems Risk Assessment

1. Request a list of primary systems from onsite IT staff and executive leadership.
2. Scan and analyze all primary network systems for the purpose of documentation.
3. Scan and analyze all servers and workstations for security vulnerabilities and system performance issues.
4. Scan and analyze all user accounts for validity of account, security rights, and security risk.
5. Perform a Wide Area Network scan to identify possible security risks.
6. Request a copy of the most recent Strategic Plan / Business Plan or equivalent.
7. Assess each primary system and validate backup and protection methodologies. Analyze all firewalls and firewall rule sets and challenge their authorizations with Executive Management.
8. Analyze all persistent VPNs and challenge their purpose and validity with Executive Management.
9. Scan for and assess all Wi-Fi access points. Verify functionality and purpose. Modify credentials as needed.
10. Analyze all primary systems and weigh their current status against the requirements identified in the Strategic Plan/ Business Plan previously requested.
11. Review all domain user accounts and validate their use with Human Resources, IT and city leadership.

Security Protection

1. Deploy end point monitoring agents to all workstations, servers, and laptops.
2. Deploy (or validate) end point protection agents on all workstations, servers, and laptops.
3. Assess and document all network switches, routers and related VLANs.
4. Assess all primary system components and verify all components are current and patched to the latest release.
5. Review reports generated from end point agent deployments.

User Support Experience

1. Setup the City with a dedicated service board in our CRM and Ticketing systems.
   a. Setup each facility site.
   b. Setup accounts for each employee and associate with the appropriate site.
   c. Send welcome emails to all city employees.
2. Setup customer service portal access for all employees.
3. Setup Service Level Agreement in accordance with contract obligations.
4. Schedule department head meetings for introductions.
5. Distribute customer service process documentation to all city employees.
6. If contracted, kick-off cybersecurity training for all staff members.

Operational Support

1. Prioritize corrective actions noted during on-boarding and review with the City leadership.
2. Document all critical components, systems, and services so that ENS team members know how to prioritize systems.
3. Modify ticket types, sub-types, and SLA definitions to align with system requirements identified in prior steps.
4. Prioritize projects and present timelines to the City leadership for review and approval.
5. Define support and staffing requirements in accordance with defined systems and onsite City staff needs.
6. Contact all third-party vendors and provide introductions and proof of authority to act on behalf of City.
7. Review all third-party contracts and support processes.

Leadership Review

1. Review all findings with City Management for clarification of direction, planning and next steps.
2. Review defined budgets and compare to risk analysis findings.
3. Provide recommendations.

c) *Describe how PROPOSER will propose changes in technicians assigned to the contract and seek approval from the CITY.*

EssentialNet Solutions will seek to maintain longevity and stability in our contract using dedicated resources assigned to the account. Changes to these resources caused by staff turnover, vacations, or extended illness will be communicated to City leadership in a manner accepted defined and accepted in advance by all parties involved. We expect that this process will include advanced communication of changes where possible and interviewed replacement where time allows.

d) *Explain how PROPOSER plans to keep all desktop/laptop computers and servers operating at optimal performance.*

EssentialNet will use third-party managed agents that monitor, auto-patch, and report on the performance of each system. Additionally, ENS will work with the City to recommend and budget for pro-active replacement of a portion of systems per year based on age, performance, and reported support incidents related to the device(s).

e) *Describe how PROPOSER will keep the CITY informed about the state of the CITY's information technology services.*

It is standard practice for ENS to schedule recurring meetings with leadership to review ongoing projects, support issues, and to assist with strategic planning. We typically do this through Monthly or Quarterly meetings based on the needs of the organization. Additionally, where invited, we attend board meetings, planning sessions, executive committee meetings, and other relevant meetings.

f) Describe how PROPOSER will report about the status of systems, user needs, needs for changes, etcetera.

ENS will provide regularly scheduled reports through automated processes along with recommendations compiled from helpdesk support tickets that are used to identify equipment issues, staff training needs, software issues, and other customer impacting items.

g) Describe how PROPOSER will assist the CITY with strategic planning to insure that the CITY's IT system retains its usefulness, viability, compatibility, and dependability into the future.

ENS will assign one or more of our vCIO team members to work with City leadership in the development of technology service plans that align with the City's overall strategic business plan. In our capacity as a vCIO we will assist with planning for critical system upgrades, business system integrations, business continuity planning, software upgrades, and budgetary planning that support these initiatives while also helping to avoid technology obsolescence through planned proactive replacement of aging equipment and services.

QUESTIONNAIRE 3: ASSUMPTIONS, REQUIREMENTS, RISKS AND EXPECTATIONS

Please list in this section all PROPOSER's assumptions, requirements, risks and expectations for the provision of services pursuant to the scope of services outlined herein.

EssnetialNet Solutions assumes the City will cover the license fees for all tools used by ENS to deliver the scope of services. In the event that the City wishes to use their own tools, the City agrees to give time for ENS to train staff on the tools used by the city. Additionally, ENS assumes that all service qty changes will be contractually "adjusted" in a good faith period quarterly and that the City will pay charges incurred during these periods to ENS if and when charges exceed initial contracted qtys.

QUESTIONNAIRE 4: LEVEL OF SERVICE

An explanation of the problem reporting and resolution process that describes the PROPOSER's support plan, including tiers, service levels, call escalation, the person(s) authorized to close problem reports, etcetera. Please address the following in PROPOSER's response:

A. Services

a) Describe PROPOSER's work order/trouble ticket system.

ENS utilizes an industry recognized customer service and support tool called ConnectWise for its ticketing system. This system offers a dedicated support portal that can be specialized to the needs of the City. Tickets can be captured through portal entry, emailed requests, and phoned in issues to the staffed Helpdesk.

All tickets are categorized and linked to a custom Service Level Agreement (SLA) where actions are tracked and measured. All communications on tickets are communicated back to the user through emailed updates and the user can add details as needed should the needs change.

Once the City's portal is defined and configured, ENS will work with the City to align its triage, dispatch, scheduling and escalation procedures to best support city needs. At this point, we expect

that service tickets will be handled via remote support initially and then dispatched to our onsite dedicated resources. We will need to clarify the role the existing City staff will play in the support and approval process and will adjust policy and procedure accordingly.

b) *Describe PROPOSER's system to escalate chronic or advanced problems.*

Chronic or advanced problems are escalated to ENS leadership in real-time with all emergency escalations handled through internal escalation procedures that include "all hands" response when needed. All issues that impact service delivery are communicated to City leadership as quickly as possible following initial triage assessment. All actions are captured in tickets and regular updates / calls are provided as needed.

Problems that stem from repeated issues with hardware or software are assessed and escalated within ENS and recommendations are drafted and shared with City leadership immediately or during the next scheduled meeting depending on the urgency of the issue reported.

c) *Describe availability of key staff during normal business hours (including systems administrators and engineers and other specialists).*

The ENS Helpdesk is staff Monday through Friday 8 to 5. Field services are assigned to onsite locations as needed in support of clients and escalations are handled as needed. Staff dedicated to contracts like the proposed contract with the City are dedicated to the client and are not utilized at other sites without prior approval from the client.

d) *Describe after-hours support. What is the guaranteed response time? How is PROPOSER's after-hours response time structured (e.g., time of day, severity)? What is the average response time?*

The current ENS model for after-hours support includes the communicated requirement to all clients that a call be placed to the office where the answering service picks up the call and calls the on-call engineer for dispatch. On-call is always handled by two engineers and the standard SLA is one hour response. Below is a sample support request process that is customized to the specific needs of the client.

Customer Support Request Procedure

Business Hours Support:
8:00 am – 5:00 pm, Monday – Friday

During normal business hours ENS has two methods for requesting support. By e-mailing our helpdesk or by calling our main office number. For non-critical issues we recommend emailing our helpdesk and for technical emergencies we recommend calling the main office number.

Contact Information:
Phone: 321-259-3242
Email: helpdesk@ensusa.com

After Hours Support:
5:00pm – 8:00 am, 365 days/year (including weekends and holidays).

Critical after hours support requests MUST be initiated by customer call in. Issues sent in via e-mail will be addressed the following business day.

If you are having a technical emergency that needs immediate attention, please call the ENS main Help Desk number 321-259-3242 you will be transferred to our answering service and a systems engineer will be contacted. You will receive a call back within 1 hour. Please note, if you do not receive a call back within 1 hour, or you cannot wait please call the any of the below numbers for assistance:

David Soper: 321-750-3795
Frank Huston: 321-514-5823
Randy Redmond: 321-292-9243

e) *PROPOSER's guaranteed response time for issues dependent upon severity and time of day.*

ENS's guaranteed response is based on client's final negotiated and contracted SLA with ENS. The terms currently understood and provided under "Expected Level of Service" in the RFP are restated below:

Priority 1
Criteria:
Affects five (5) or more end users; or is mission critical and there is no workaround available. Or is related to possible cyber security event. Ore is related to critical impact to public safety.
Examples:
E-Mail services are not functional; end user suspects they may have a computer virus; Police officer is unable to log in to their computer; Executive Management team unable to perform time-sensitive duties.
Target Response Time *
On-shift or on-call firm staff will respond within 15 minutes. Begin troubleshooting within 60 minutes.

Priority 2
Criteria:
Affects fewer than five (5) end users, no workaround available.
Example:
PC won't power on.
Target Response Time *
Initial response within 4 working hours.

Priority 3
Criteria:
Affects fewer than five (5) end users, workarounds available.
Example:
Can't check e-mail from one computer but could use WebMail from another computer.
Target Response Time *
Initial response within 10 working hours.

Priority 4
Criteria:
No effect on productivity, or unsupported software.

Examples:
Monitor showing b/w instead of color. Speakers have no sound.
Target Response Time *
Best effort as time allows; with an initial response provided to end user no later than 24 hours.
(*) Response time is defined as commencing upon receipt of phone call and/or receipt of email from the end user stating the issue.

The City's contracted SLA will be configured into a custom SLA within our ticking system and assigned to all incoming tickets.

f) How does the PROPOSER propose that the service level agreement be monitored and enforced?

ENS will use the SLA module of its ticketing system to track the City SLA and will provide reports at a time and frequency agreed upon by the City and ENS.

g) Describe any training PROPOSER's organization provides to PROPOSER's clients, including network applications and/or desktop applications. (Or are you affiliated with an organization that provides training to clients?)

ENS provides ad-hoc training using our onsite engineers as needed. We do not have a formal training department, but we do offer resold training services on standard Office products through a third-party.

If the City is accepting of our recommendation (and not already providing one), we will develop custom IT SharePoint site in the City's M365 environment where we will provide training content and Tips and Tricks.

h) Describe any systems backup support PROPOSER offers.

ENS manages several backup solutions due to the nature of our client based and the need to support pre-established solutions. If we are recommending solutions from scratch, we prefer to quote solutions that can be converted into a live virtual server (local or in the cloud) in the event that the primary system has failed. We currently support Infrascale, Datto, Acronis, ShadowProtect, Back Blaze, and VEEAM for a variety of clients.

i) Describe any disaster recovery support provided.

ENS offers custom disaster recovery solutions utilizing either variety of the above-mentioned solutions. Our preference is Infrascale and Veeam for localized recovery as they have proven to be the most reliable and timely solutions in recent years.

j) Describe how major software upgrades would be applied and what upgrades would require additional fees.

Software upgrades that are localized in nature and with minimal impact at the desktop level are typically covered under standard onsite services. Major version upgrades, conversions or migrations to new platforms are generally considered projects and are negotiated in advance and billed on a

project by project basis. ENS expects the city to maintain active vendor support on all software to be supported.

k) *Describe patch management – how software updates and patches are performed both on servers and desktops. Who is responsible for doing updates? How often are they done? If using automated tools, what program is being used to rollout the updates and what programs are being updated?*

ENS has access to several different patch management platforms but typically standardizes on the ConnectWise Automate toolset. This tool is backed by the ConnectWise Network Operations Center and provides advanced testing of all patches before they are approved for installation. Once approved, they are communicated to ENS where we then add a secondary approval before the patches are deployed. Patches are pushed to client workstations based on several different criteria to avoid unexpected disruption. All patches are tracked and reported through patch management reports. As a rule, we try to install all patches within three weeks of release unless the update is critical which might warrant an immediate push to all workstations.

l) *How are network down-times for maintenance scheduled and communicated?*

ENS always works directly with clients to schedule downtimes and maintenance. We will typically ask for a regularly scheduled time window that can be used without needing to get additional approval but that varies from client to client. All downtime notices are sent in accordance with client leadership directives and is generally announced via pushed email to client end users.

m) *Describe how PROPOSER would resolve the situation in which one of our servers breaks down during service. Be sure to include time estimates as well.*

ENS strives to assess all servers and primary applications to understand the critical nature of the server or application to the business. In every instance where an extended server outage might negatively impact business, we will work to communicate the need for additional redundancy so that issues such as the one presented are mitigated. In the event that redundancy has not been approved, we will strive to assess the outage, identify alternative options, and open support tickets with vendors as quickly as possible. In terms of a time estimate, we would strive to assess the outage within 30 minutes, and target a return to operation as quickly as possible based on the variables of redundancy, onsite spares, and vendor SLAs previously approved by City leadership after a system risk assessment with ENS.

B. Helpdesk and Monitoring

a) *Describe PROPOSER's work order/trouble ticket system.*

ENS offers a standard Helpdesk portal for all its clients and can customize a private portal for clients who have unique needs or onsite staff that need to work tickets alongside the ENS team. The ticketing system is cloud based and can be used with federated access of Microsoft Office and Google.

Tickets can be entered directly via the client portal, via email using an automated email to ticket conversion process or requested over the phone through the ENS Helpdesk support line.

All tickets have two-way communication enabled between the user and the support team assigned to the ticket. All time entries entered against the ticket are shared with the client immediately upon submission of the time entry.

b) *Describe PROPOSER's company's remote helpdesk and monitoring setup and how it would serve the CITY.*

ENS provides Helpdesk support between the hours of 8 and 5 Monday through Friday (except holidays). Clients can manually submit tickets or call the Helpdesk directly. All tickets are triaged and dispatched based on need. Tickets that require onsite response are assigned to the appropriate onsite technician via the ticket and a call is made to ensure they are aware of the assignment and customer issue.

Once ENS has had the opportunity to review the needs of the City and its internal IT staff, the Helpdesk process will be finalized and communicated to all end users for clarify. The standard ENS support process is shown in the example email notice that is typically sent during onboarding of our standard clients.

Customer Support Request Procedure

Business Hours Support:
8:00 am – 5:00 pm, Monday – Friday

During normal business hours ENS has two methods for requesting support. By e-mailing our helpdesk or by calling our main office number. For non-critical issues we recommend emailing our helpdesk and for technical emergencies we recommend calling the main office number.

Contact Information:
Phone: 321-259-3242
Email: helpdesk@ensusa.com

After Hours Support:
5:00pm – 8:00 am, 365 days/year (including weekends and holidays).

Critical after hours support requests MUST be initiated by customer call in. Issues sent in via e-mail will be addressed the following business day.

If you are having a technical emergency that needs immediate attention, please call the ENS main Help Desk number 321-259-3242 you will be transferred to our answering service and a systems engineer will be contacted. You will receive a call back within 1 hour. Please note, if you do not receive a call back within 1 hour, or you cannot wait please call the any of the below numbers for assistance:

David Soper: 321-750-3795
Frank Huston: 321-514-5823
Randy Redmond: 321-292-9243

c) *Describe how PROPOSER will schedule and assign help desk technicians for on-site coverage.*

In accordance with the RFP requirements, ENS expects to place two full-time resources onsite with the City. Once a ticket is entered / received into our system, we will triage the request, resolve the

issue remotely if possible, and if not, escalate the ticket to onsite staff via ticket assignment and call notification.

All tickets will be monitored for closure and notifications will be sent to the end user updating them on status and giving them the opportunity to respond to a simple customer satisfaction survey embedded in the footer of the ticket. See the Figure below.

From: Help Desk <helpdesk@ensusa.com>
Sent: Friday, March 10, 2023 4:32 PM
To: [redacted]
Subject: Ticket #266313 has been completed. Please confirm your acceptance and satisfaction.

--REPLY above this line to respond--
Dear Jerry Butz,

Our engineering team has marked "*#266313 - Need access to Sharepoint*" as complete.

If you feel that we have closed this ticket in error, please reply to this email and we will contact you.

Thank you,

EssentialNet Solutions
Help Desk

Please tell us how we did resolving your issue!



Great OK Poor

View Ticket

Figure 1- Service Ticket

d) *Provide helpdesk statistics such as average time to respond to calls, average length of time for successful resolution of issues, the nature of the support calls, etcetera.*

Client SLA's are defined during the contract negotiation phase and aligned to the needs of the business. An example setup / outcome of SLA is provided below:

Default Response Matrix

	High Urgency	Medium Urgency	Low Urgency
High Impact	Priority 1 - Critical	Priority 2 - High	Priority 3 - Medium
Medium Impact	Priority 2 - High	Priority 3 - Medium	Priority 4 - Low
Low Impact	Priority 3 - Medium	Priority 4 - Low	Priority 4 - Low

Default Response Goals

Respond Within: 1	Goal Percent: 80
Plan Within: 4	Goal Percent: 80
Resolved Within: 8	Goal Percent: 70

SLA: SAMPLE
Division: ENS Headquarters
Department: HELPDESK

EssentialNet Solutions
SLA Performance by SLA
Period: ##/##/#### to ##/##/####

Board: Help Desk
Company: ALL
Show: Open

Type	#SR	Responded %	Responded Goal %	Resolution Plan %	Resolution Plan Goal %	Resolved %	Resolved Goal %
SLA: Standard SLA							
Proactive	##	##%	##%	##%	##%	##%	##%
Reactive	##	##%	##%	##%	##%	##%	##%
Other	##	##%	##%	##%	##%	##%	##%
Total	###	###%	###%	##%	##%	###%	##%
Report Totals							
Proactive	**##**	**##%**		**##%**		**##%**	
Reactive	**##**	**##%**		**##%**		**##%**	
Other	**##**	**##%**		**##%**		**##%**	
Total	**###**	**###%**		**###%**		**###%**	

Confidential

Page 1 of 1

##/##/#### ##:## PM Eastern Daylight Ti

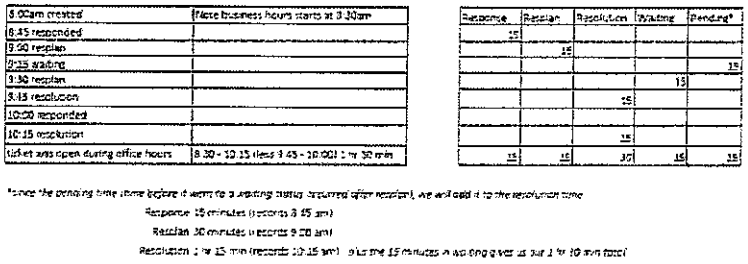
The SLA process is driven from time calculations during each stage of ticket assignment. The stages and statuses are adjustable per engagement.

SLA Calculation Explanation

Example 1

Default Response Goals

- Respond within: 30 minutes
- Resolution plan within: 1 hour
- Resolved within: 4 hours



8:00am created	Work business hours starts at 8:30am
8:45 responded	
9:00 replan	
9:35 waiting	
9:30 replan	
8:45 resolution	
10:00 responded	
10:15 resolution	
ticket was open during office hours	8:30 - 10:15 (less 1:45 - 10:00) 1 hr 30 min

Response	Replan	Resolution	Waiting	Pending*
15				
	15			
				15
			15	
		15		
		15		
15	15	30	15	15

*since the pending time (time before it went to a waiting status occurred after resolve), we will add it to the resolution time

Response 15 minutes (records 8:45 am)

Replan 30 minutes (records 9:00 am)

Resolution 1 hr 15 min (records 10:15 am) b/c the 15 minutes in waiting was at but 1 hr 10 min total

Were SLA goals met?

	Goal	Actual	Met?
Respond within	.5	.25	Yes
Resolution plan within	1.0	.5	Yes
Resolved within	4.0	1.25	Yes

e) Is it limited to a quota of calls?

Our RFP response and subsequent contract is not expected to limit call quota or vary SLA based on quota.

f) Is it limited to a quota of man hours?

Manhour calculations are used for billing purposes and do not typically impact SLA standards although a strong SLA may warrant negotiation of additional staff.

g) What are the helpdesk hours? If they do not cover all our hours of operations, please describe what coverage will be provided for those hours outside of PROPOSER's helpdesk hours.

ENS standard Helpdesk hours are 8AM to 5PM Monday through Friday. Each week two on-call staff and leadership is always on call for escalation. This model is successfully used in support of medical, fire, police, and utility departments/clients.

h) Who can call the helpdesk?

This is defined on contract-by-contract basis and is generally defined by the client. While we can support taking calls from all end users, many clients limit who can place calls in order to minimize unnecessary expense caused by lack of local training or awareness.

i) *Is helpdesk staff local? If not, where are they located? (**Note preference may be given to a City of Winter Springs based helpdesk**)*

The ENS Helpdesk staff are in our corporate offices in Melbourne, FL. We do offer expanded hours options available at additional cost using contract staff located outside of Florida but still in North America.

j) *Are helpdesk staff employees of the support company or sub- contracted?*

ENS Helpdesk staff are all full-time employees of ENS. The extended hours option mentioned earlier utilizes and outsourced contract services of US based contractors.

k) *Are helpdesk staff full-time?*

All ENS Helpdesk staff are full-time.

l) *What is the skill/certification level of first-level helpdesk staff?*

Our Helpdesk staff are defined as Level 1 through Level 3. Level 2 and Level 3 staff have experience in the field and are often rotated into the field for additional experience and client awareness.

m) *What happens if the helpdesk cannot resolve the problem?*

If Helpdesk staff are unable to resolve tickets in an appropriate amount of time, the ticket is escalated to field engineers who then take over the ticket and work to resolve it either remotely or onsite depending on the nature of the issue.

n) *Does the helpdesk understand that they should never ask for CITY end user login passwords?*

Yes. As a rule, ENS does not request credentials from end users. In the event that we must "see what the user sees" we will request permission to connect to the workstations and observe while the client describes / experiences the issue.

o) *Does the helpdesk understand they should never put sensitive information in any public communications?*

Yes. ENS employees are regularly trained on data security practices and are held accountable to ENS policies that define requirements for data protection of ENS and client data.

C. Security

1. *Describe your strategy for securing your client's data. Include PROPOSER's policies as well as any security certificates that you possess, including the year each was originally obtained.*

ENS provides risk assessment and vulnerability assessments annually for their clients. These assessments utilize a series of tools and contracted services in order to provide a complete assessment with recommendations.

Our company implements robust data protection strategies to safeguard both our internal data and that of our clients. Our approach involves comprehensive data lifecycle management, starting from data creation, through storage and archiving, until its secure deletion. We prioritize data risk management, identifying and mitigating potential threats to ensure the utmost security.

For data safety, we have a well-defined backup and recovery process in place. This includes regular data backups and efficient recovery measures to counter any unforeseen data loss or system failures. Our business continuity and disaster recovery initiatives are integrated with these measures to maintain seamless operations.

Data access management is a critical aspect we focus on, where access controls are strictly enforced to limit data access to authorized personnel only. Robust authentication and authorization protocols are employed to protect sensitive information.

In terms of data storage management, we prioritize secure data movement and utilize appropriate storage solutions based on data sensitivity and access requirements. For data no longer in active use, we have established secure archival storage with strict access controls.

Data breach prevention is a top priority, and we implement comprehensive cybersecurity measures. This includes data encryption for data in transit and at rest, antivirus software, ransomware protection, perimeter security, and access management software.

The CIA triad (Confidentiality, Integrity, and Availability) forms the foundation of our data protection standards, and we have measures in place to uphold these principles throughout the data lifecycle.

Our data protection policies and procedures are well-documented and regularly audited for compliance. We stay updated with industry standards and ensure adherence to relevant data protection regulations such as GDPR.

To continuously improve our data protection efforts, we monitor and review data activities, conduct internal audits, and respond promptly to any incidents or anomalies.

Employees receive comprehensive training on data protection, and we promote data protection awareness throughout the organization.

Our commitment to data protection is evident through our meticulous documentation, record-keeping, and periodic SOP reviews. Non-compliance with our data protection policies and procedures is taken seriously, and we enforce appropriate disciplinary actions.

In support of our clients we draft and adapt policies and procedures and provide each as templated documents for adoption and review.

2. *Explain how PROPOSER will ensure that the security clearances required are adhered to.*

   ENS currently monitors all employees for requirements such as CJIS that require re-certification and testing. Based on the requirements of the City, we will modify existing processes or develop new to accommodate contractual requirements.

3. *Describe PROPOSER's security certification and expertise.*

   ENS requires annual training for Cybersecurity and HIPAA. This is handled through online training partnerships with Breach Secure Now and KnowBe4. ENS partners with 3rd party cyber security firms to routinely review our process, services, and solutions to assist with developing, maintaining, and updated our security services.

4. *Describe PROPOSER's handling of multi-factor authentication internally.*

   MFA is required for all ENS staff on internal systems. Adherence to MFA for clients is handled on a per client basis. ENS adheres to all client policies and procedures.

5. *Provide details of PROPOSER's practices for staying current on regulations, legislation, certifications and compliance.*

   In order to stay current on regulations, legislation, certifications and compliance, the ENS team subscribes to websites and newsletters relevant to our clients, attends industry events, networking conferences, and other relevant continuing education. Each engineer typically subscribes / attends for their own specialized client purposes, but common issues are shared among the team.

6. *Describe background checks performed for all PROPOSER's staff.*

   All staff complete a pre-employment comprehensive background screening & drug test. Technical engineers complete a CJIS background screening in addition to the pre-employment screening. Any technical engineer involved in support for an education facility would complete a Level II FBI Background screening in addition to CJIS & pre-employment screening.

7. *How does PROPOSER stay informed regarding security alerts and/or events?*

   ENS subscribes to several organizational newsfeeds in support of its clients. We currently rely on our CW / PERCH SOC, SANS Internet Storm Center (ISC), FireEye Threat Research Blog, CISA Alerts and Analysis, Talos Intelligence Blog and Bleeping Computer.

8. *How does PROPOSER notify and manage security events for your clients?*

   Due to the confidential nature of many security incidents, ENS limits all communication to client senior leadership in accordance with client policy. Only after approvals are given, will ENS converse with client staff and then only in accordance with client leadership directives of (Voice / Email / Phone / Etc.)

9. *How does PROPOSER manage mobile device security?*

   ENS typically offers Mobile Device Management using a product called SOTI. These services are handled on a client-by-client basis and is billed on a per device per month model.

10. *How does PROPOSER ensure best security practices are being followed?*

    ENS provides clients with several security policy templates to help them align their internal practices with industry norms. In addition to standard policies, ENS runs periodic AD and vulnerability reports to ensure that best practices are being followed. These reports are reviewed internally and shared with the client as needed or to support corrective actions required by client staff.

11. *Is an annual security assessment and report included in Proposer's service?*

    ENS recommends quarterly internal and external vulnerability scans and annual risk assessment reviews for all clients. These services are included in the proposed price structure.

D. Management Deliverables and Reports

1. *Include descriptions of any reports used to summarize and provide detailed information for managed services customers.*

   ENS has access to several different reporting tools and the list of potential reporting options is rather extensive. Some of the more commonly used reports are listed below although this is not an all-inclusive list. It should be noted that ENS also has a custom report writer for service ticket items.

   - Hardware Lifecycle Report – This report provides asset details of all managed PCs / Servers to aid in tracking of age and warranty status for budget planning.
   - Security Assessment – User Behavior Analysis – This report provides user login detail per device to help identify security issues / risks
   - Consolidated Management Plan – This report ranks individual issues based on potential risk to the network while providing guidance on which issues to address by priority.
   - Consolidated Risk Report – This report aggregates risk analysis from multiple assessments performed on the network and provides a consolidated risk score for review and improvement consideration / planning.
   - Login History by Computer – This report shows login history and helps to identify security concerns related to user login activity.
   - Consolidated Security Report Card – This report assesses individual computers at a high level based on various security criteria and is used as a relative measure of how well a computer complies with security best practices.

- Risk Assessment Report – This is a dynamic Risk Assessment report used to annually assess the client's risk and to track improvements from year to year.

- SLA Performance Report – This report tracks SLA performance through the Helpdesk.

2. *Include sample reports as attachments to the Proposal to provide an example of the types of reports that will be provided for this engagement.*

   Samples provided in Appendix C.

Documentation and Records

a) *Describe how PROPOSER would document and record maintenance, installation, performance, and changes to the system.*

   All actions are logged into support tickets that are shared with the city. For more specific details related to performance, installed software, and Health Checks, ENS utilizes the Automate report writer to provide detailed reports on assets.

b) *Describe the documentation that PROPOSER would make available to The City of Winter Springs at the end of the contract period.*

   ENS utilizes a standardized toolset for documentation that includes ITGlue and MyGlue. ITGlue is primarily for use by ENS but can be exported for clients as needed. MyGlue is an add-on offering that extends the online documentation toolset to the city and allows them to maintain their own documentation while also "seeing into" the documentation ENS maintains.

c) *Describe how PROPOSER would maintain confidentiality in strict conformance with sensitive CITY data, State law and other Confidentiality laws and regulations.*

QUESTIONNAIRE 5: DOCUMENTATION AND REPORTING

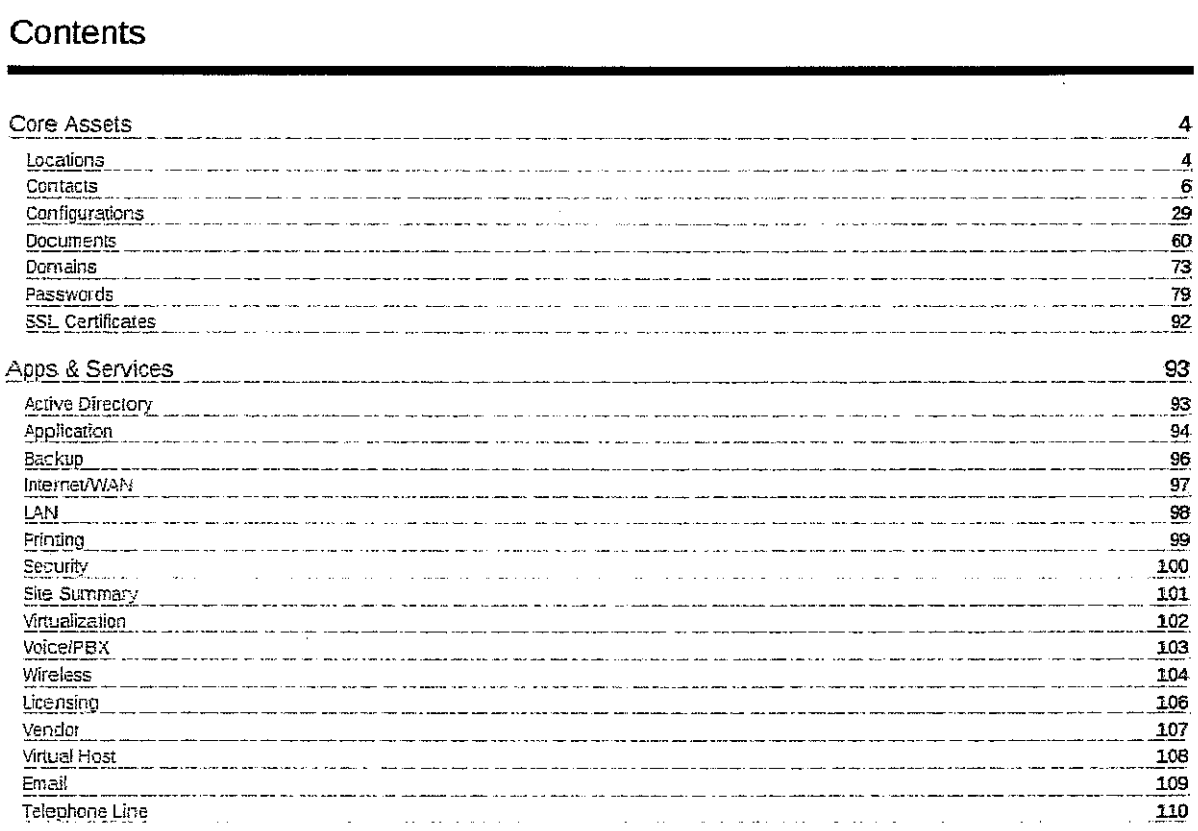
1. *Please provide up to two examples of documentation that PROPOSER would create on the CITY's behalf when setting up new systems.*

   ENS creates custom installation procedures for each client. These procedures are then configured as custom ticket templates unique to the client. This ticket template includes all tasks to be completed for the client before the ticket is to be closed.

   Additionally, we can provide asset reporting to the client to show the specifics of the workstation including performance stats. A screen capture of our most common reports is provided below.

Executive Summary	Executive Summary
Client Health Summary	Client Health Summary
Computers Not Checking in Last 90 Days	Computers by Client
Computer Inventory Detail	Computer Audit
Performance Review Summary	Performance Review
Server Detail by Client	Computer Audit
Unsupported or at Risk Server Versions	Computers by Client

For general documentation we use a product called ITGlue and MyGlue. These two tools work together to provide ENS staff and customer staff access to system and support details. The "contents" image below shows the type of data that is captured during service delivery and made accessible through secured and segmented system access.



Contents

Core Assets 4
- Locations 4
- Contacts 6
- Configurations 29
- Documents 60
- Domains 73
- Passwords 79
- SSL Certificates 92

Apps & Services 93
- Active Directory 93
- Application 94
- Backup 96
- Internet/WAN 97
- LAN 98
- Printing 99
- Security 100
- Site Summary 101
- Virtualization 102
- Voice/PBX 103
- Wireless 104
- Licensing 106
- Vendor 107
- Virtual Host 108
- Email 109
- Telephone Line 110

2. *How does PROPOSER report daily and weekly activity to the CITY's IT manager?*

   Our standard process would be the generation of a custom support ticket report set to auto-deliver to an individual's inbox. This process can be modified to better align with the needs of the city if needed.

3. *Do you have examples of reporting that PROPOSER would provide?*

   Has mentioned earlier, ENS can provide custom reports or a series of "canned" reports included in the list below.

Certifications List	Standard	Generate a list of employee certifications.
Company Service Report	Standard	Summary of service tickets by Company
Dashboard: Service - Current	Standard	Displays the latest Service Dashboard KPIs. You can drill in to the service and SLA metrics for details.
Dashboard: Service - In Progress	Standard	Service Dashboard that gives a summary of service tickets that are currently in progress and being worked today.
Dashboard: Service - Resolution	Standard	The Dashboard: Service - Resolution provides a summary view of the resolved rate over two periods of time and the ...
Dashboard: Service By Member	Standard	The Dashboard: Service by Member provides a summary of tickets, leads and surveys per member, intended to pro...
Hours by Service Type	Standard	Hours by Service Type Report.
Resource Skill Report	Standard	List of members showing skill level information for a specific group and/or skill category.
Service Board Backlog	Standard	List of service tickets and their hourly budget information.
Service Team Review	Standard	This report displays key performance indicators for a Service Team, including the number of tickets scheduled, clos...
Service Ticket List	Standard	List of service tickets based on various criteria. Runs in either a summary or detail mode.
Service Type, Subtype and Items Report	Standard	A summary report to review the number of tickets and time entries by Service Type, Subtype, and Item.
Signature Report by Service Ticket	Standard	Signature Report by Service Ticket
SLA Associations Report	Standard	SLA Associations Report.
SLA Performance by Service Ticket	Standard	Service Level Agreement Performance summary by Service Ticket
SLA Performance by SLA	Standard	Service Level Agreement Performance summary by SLA
SLA Priority Report	Standard	Service Level Agreement Priority.
Survey Analysis	Standard	Analysis report for surveys.
Survey Analysis Detail	Standard	CRS Custom Report: Survey Analysis Detail

QUESTIONNAIRE 6: SECURITY

All staff working on Police Department information systems shall submit to a full fingerprint-based background check to satisfy Criminal Justice Information Systems (CJIS) security policy and must comply with the requirements outlined in the CJIS Security Addendum. This information will be forwarded to the State of Florida for all clearances as required. The successful PROPOSER will not incur any costs other than their own staff time for this vetting process.

Please outline any experience PROPOSER has with these requirements and state how it will facilitate and maintain compliance with this requirement from onboarding throughout the term of the awarded Agreement.

ENS supports existing police departments and requires that all support staff be background checked and CJIS approved / certified in accordance with annual CJIS requirements. Additionally, our academic clients required level 2 background checks.

QUESTIONNAIRE 7: PROPOSER'S STAFF TRAINING

Describe how PROPOSER intends to ensure that all personnel contributing to the management of CITY's information technology system are properly trained and monitored to ensure that they are performing their duties at proficient levels.

ENS staff are reviewed annually as part of their review / peer review. Training needs are assessed annually, and training plans updated based on identified technology needs. Training requirements that are unique to an assigned client as addressed on a case-by-case basis and specialized training authorized or scheduled to support the needs of the client.

QUESTIONNAIRE 8: PROJECT MANAGEMENT

A. What experience in Project Management does PROPOSER's organization have?

Although several of the ENS leadership team have experience with Microsoft Project and other formal platforms, ENS utilizes a Project Management module within ConnectWise for client projects because of the inherent integration with billing, ticking and contracts.

B. Any certified PMP?

While ENS does not currently employe anyone with a PMP certification we have performed hundreds of IT projects including those that tie with client construction projects and facility expansions. As a general rule, ENS considers any implementation involving labor by more than one resource as a project and all projects must have a workplan and an assigned Project Manager.

ENS does not limit projects to clients. Our internal processes include onboarding of staff and clients are considered projects and have templated workplans.

QUESTIONNAIRE 9: INFRASTRUCTURE HEALTH MONITORING

1. *Describe PROPOSER's monitoring tools and strategies to monitor and insure the stability of the computing environment at the CITY.*

   ENS deploys a suite of monitoring tools based on the allowed budget. Our typical product suite includes Automate for workstation and server monitoring and alerting and Auvik for network monitoring and reporting. For SIEM, we currently utilize PERCH.

2. *Describe how these monitoring results would be communicated to the CITY.*

   Our standard operating procedure for monitoring has all reporting tools going to a NOC/SOC/Ticket depending on the nature of the alert. All tools can be modified to provide alerting to City personnel if needed.

QUESTIONNAIRE 10: FEE STRUCTURE

The CITY requests a fixed fee structure all-inclusive of all services provided. Include a fee breakdown based on the fixed fee pricing model. Please provide the following Mandatory Forms (i) a Fee Structure Spreadsheet Price Proposal (See Appendix A Cost Proposal - Part 1), and (ii) Acceptance of Proposal Terms and Conditions (see Proposal Form 1 – Proposer Information and Acknowledgement Form). Please address the following:

a) *Are monthly/quarterly/yearly costs increased or decreased due to environmental changes? If so, please describe (i.e. adding or removing servers or users).*

   ENS typically negotiates contract terms in partnership with the client. Our standard recommendation is a buffered budget item that can be used to respond to contract adjustment during each quarter's "true-up" where counts are reviewed and adjusted based on the needs of the client.

b) *Based on the CITY's current support requirements; provide PROPOSER's ongoing monthly/quarterly fees and what is included. Address specifically the following list of items and if*

not included, please provide any separate fees the CITY would incur. Please provide "a la carte" pricing for any services PROPOSER can provide which is not included in this list:

A. On-site Time - $125 per hour for hours outside of contracted time.

B. Helpdesk Support - Inclusive of contract

C. After-hours Support – Inclusive of contract

D. Response Time/Problem Resolution Time – Inclusive of contract

E. Travel Time – Inclusive of contract

F. Vendor Management – Inclusive of contract

G. Training for City Users – Minor training is inclusive of the contract. For more formal training a price of roughly $850 per day is pre-negotiated.

H. Project Management – Inclusive of contract.

I. OS/Application Upgrades – Hours are inclusive of contract, but licensing is billed as incurred.

J. Additional Equipment, Applications, and/or Users – Quoted to client on a per case basis and billed on approval but before purchase.

K. Special Requests and/or Projects beyond the Scope of this RFP – Quoted to client on a per case basis and billed on approval but before purchase.

L. Regular in-person Business Review - Inclusive of contract

M. Regular Reporting on System Health in business terms – Inclusive of contract

N. Response to Major System Problems or Outages – Inclusive of contract

O. Coverage and Response During Emergency Operations and/or Activations – Hours agreed to be outside of contract will be billed at $125 per hour.

P. Overall Description and Outline of the Level of Service Included for the Proposed Fees – ENS provides onsite and remote support at $150 per hour with discounts applied to contracted hours. All rates are negotiated during the contract review period.

o Describe work and related costs that are specifically excluded from the contract, i.e. any optional/incremental ongoing services or project fees, (see Appendix A Cost Proposal – Part 2).

The Cost Proposal has been provided as requested in Section F and Appendix A per the RFP instructions.

Appendix C – Example Reports

ConnectWise
Identify®



Risk Assessment Report
Completed On: 29 Jul 2022

Thank you for taking the time to participate in this risk assessment process. The goal of this assessment is to identify your security strengths and weaknesses, and to provide advice as to the improvements you should be considering relative to your security posture.

The assessment and your results are aligned to the National Institute of Standards and Technology, Cybersecurity Framework v1.1, (NIST CSF), considered to be a best practice for firms such as yours.

The assessment spanned the five core areas of the framework as detailed below, and this report will show you results against the framework, as well as how your business aligns to other firms with respect to size, location, and industry.

IDENTIFY	PROTECT	DETECT	RESPOND	RECOVER
• ASSET MANAGEMENT	• ACCESS CONTROL	• ANOMALIES & EVENTS	• RESPONSE PLANNING	• RECOVERY PLANNING
• BUSINESS ENVIRONMENT	• AWARENESS & TRAINING	• SECURITY CONTINUOUS MONITORING	• COMMUNICATIONS	• IMPROVEMENTS
• GOVERNANCE	• DATA SECURITY	• DETECTION PROCESSES	• ANALYSIS	• COMMUNICATIONS
• RISK ASSESSMENT	• INFO PROTECTION PROCESS & PROCEDURES		• MITIGATION	
• RISK MANAGEMENT STRATEGY	• MAINTENANCE		• IMPROVEMENTS	
• SUPPLY CHAIN RISK MANAGEMENT	• PROTECTIVE TECHNOLOGY			

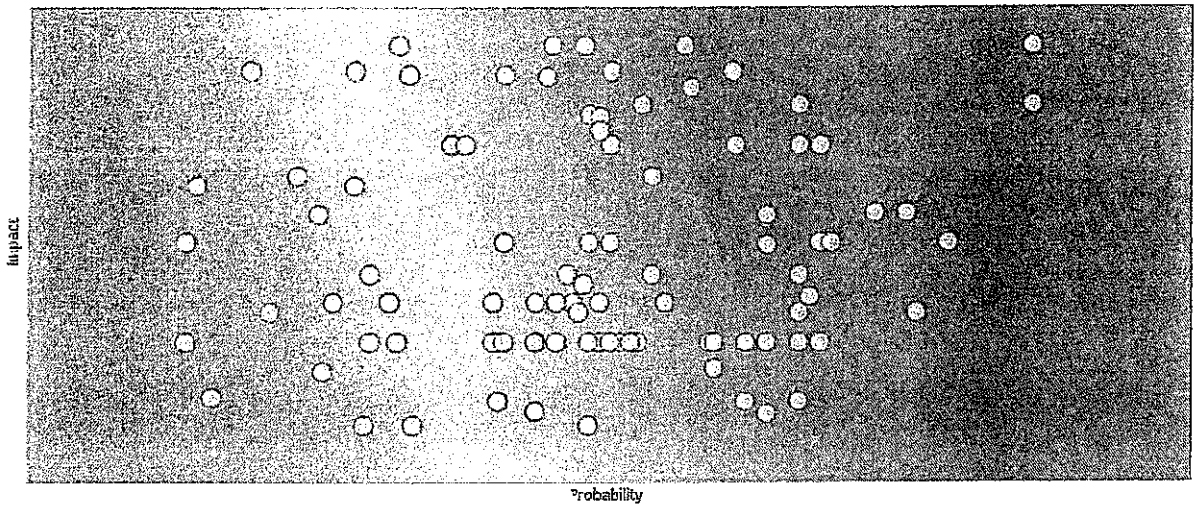
For your reference we have provided a link to the NIST Cybersecurity Framework and encourage you to download the document and become more familiar with the valuable information that can help you in your journey to better secure your business.

https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.04162018.pdf

OVERALL RISK ASSESSMENT

Your overall risk rating is MEDIUM

Your overall rating for this assessment raises some concerns as to your ability to detect and prevent threats that would negatively impact your organization. You should pay careful attention to the recommendations and remediate as many of the high risk items as you can.



TOP RISK AREAS

Critical — ID.BE-5 - Resilience requirements to support delivery of critical services are established for all operating states (e.g. under duress/attack, during recovery, normal operations)

Critical — ID.AM-6 - Cybersecurity roles and responsibilities for the entire workforce and third-party stakeholders (e.g., suppliers, customers, partners) are established

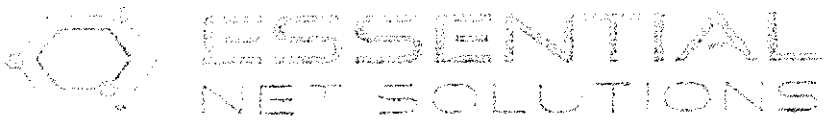
Critical — PR.AT-5 - Physical and information security personnel understand roles & responsibilities

Critical — RS.AN-3 - Forensics are performed

Critical — PR.DS-2 - Data-in-transit is protected

Critical	PR.DS-1 - Data-at-rest is protected
Critical	ID.RA-3 - Threats, both internal and external, are identified and documented
High	PR.AT-3 - Third-party stakeholders (e.g., suppliers, customers, partners) understand roles & responsibilities
High	RS.AN-5 - Processes are established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal and external sources (e.g. internal testing, security bulletins, or security researchers)
High	PR.IP-7 - Protection processes are continuously improved
High	PR.IP-3 - Configuration change control processes are in place
High	PR.PT-4 - Communications and control networks are protected
High	ID.BE-1 - The organization's role in the supply chain is identified and communicated
High	PR.IP-2 - A System Development Life Cycle to manage systems is implemented
High	RC.CO-2 - Reputation after an event is repaired
High	PR.DS-7 - The development and testing environment(s) are separate from the production environment
High	ID.RA-4 - Potential business impacts and likelihoods are identified
High	ID.RA-6 - Risk responses are identified and prioritized
High	PR.DS-3 - Assets are formally managed throughout removal, transfers, and disposition
High	PR.PT-3 - The principle of least functionality is incorporated by configuring systems to provide only essential capabilities

High	PR.IP-5 - Policy and regulations regarding the physical operating environment for organizational assets are met
High	ID.RM-1 - Risk management processes are established, managed, and agreed to by organizational stakeholders
High	DE.CM-8 - Vulnerability scans are performed
High	ID.RA-5 - Threats, vulnerabilities, likelihoods, and impacts are used to determine risk
High	PR.PT-5 - Mechanisms (e.g., failsafe, load balancing, hot swap) are implemented to achieve resilience requirements in normal and adverse situations
High	ID.AM-3 - Organizational communication and data flows are mapped
High	ID.AM-5 - Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value
High	ID.SC-2 - Suppliers and third party partners of information systems, components, and services are identified, prioritized, and assessed using a cyber supply chain risk assessment process
High	RS.RP-1 - Response plan is executed during or after an event
High	ID.AM-4 - External information systems are catalogued
High	ID.BE-4 - Dependencies and critical functions for delivery of critical services are established
High	RC.RP-1 - Recovery plan is executed during or after an event
High	PR.DS-6 - Integrity checking mechanisms are used to verify software, firmware, and information integrity
High	RC.CO-1 - Public relations are managed



Network Assessment

Asset Detail Report

Prepared for: CLIENT NAME REMOVED
Prepared by: EssentialNet Solutions

07-Jul-2023

CONFIDENTIALITY NOTE: The information contained in this report is for the exclusive use of the client specified above and may contain confidential, privileged, and non-disclosable information. If you are not the client or addressee, you are strictly prohibited from reading, photocopying, distributing, or otherwise using this report or its contents in any way.

Scan Date: 27-Jun-2023

1 - Domain: CSC.local

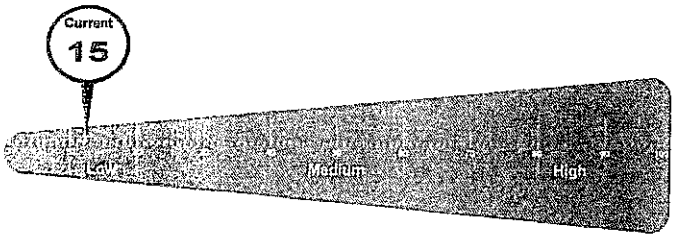
1.1 - CSC.LOCAL\ADMIN003

Operating System and IP Address

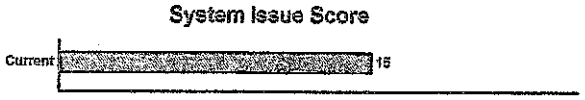
Computer	IP address
Windows 10 Enterprise	192.168.0.153

Risk Section

System Risk Score



System Issue Score



Issues

- Inactive computers (15 pts)

System Profile

Profile	
OS	Windows 10 Enterprise
Processor	
Last Active Directory Check-in	21-Oct-2022 2:52:51 PM

System Memory

None Detected

Disk Space Utilization

None Detected

Windows IP Configuration

None Detected

Endpoint Security

Security Center

Antivirus

Unable to scan

Antispyware

Unable to scan

Firewall

Unable to scan

Detected by Services

Antivirus

Unable to scan

Antispyware

Unable to scan

Firewall

Unable to scan

Connected Printers

Unable to scan

Shares

Unable to scan

Installed Applications

Windows Applications

None Detected

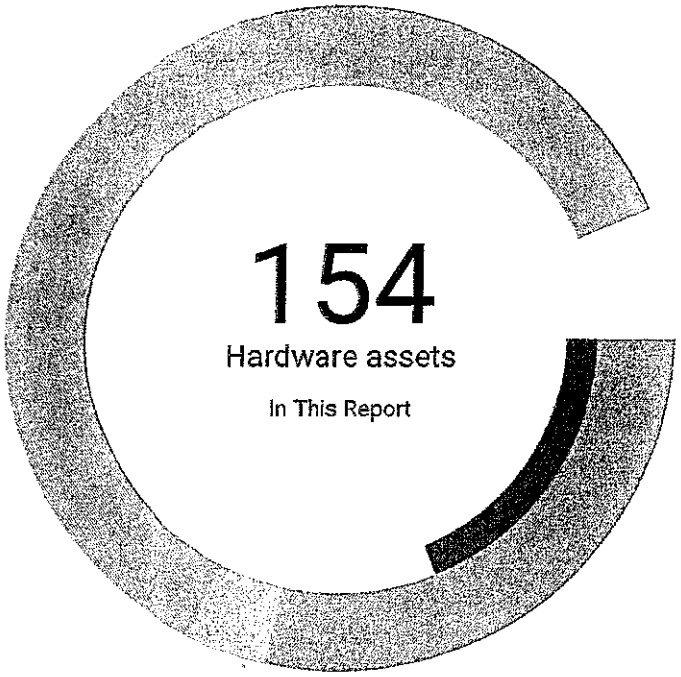
License Keys

Unable to scan

Hardware Lifecycle Report

July 2023

ESSENTIAL NET SOLUTIONS



About This Report

This is an overview of known server and workstation hardware for s. A detailed breakdown starts on page 2. The sample evergreen report appearing on the last page is for discussion purposes only, and doesn't represent an actual quote. Please contact us with any questions and we would be pleased to discuss this report in further detail.

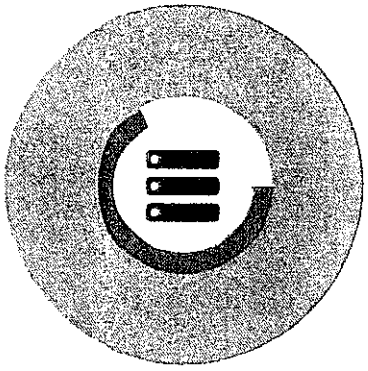
Replacement status:

- **44** Supported — No action required
- **6** Due soon — Due date within 180 days
- **94** Overdue — Action required
- **10** Unknown — Under review or unknown

Operating System:

- **29** OS supported — Within support period
- **6** OS ending soon — Update recommended
- **119** OS unsupported — No longer maintained

3 Servers



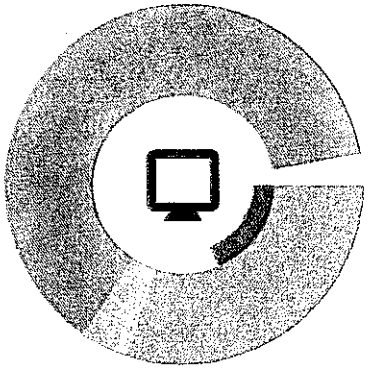
Replacement status:

- **3** Overdue

Operating System:

- **2** OS supported
- **1** OS unsupported

145 Workstations



Replacement status:

- **44** Supported
- **6** Due soon
- **91** Overdue
- **4** Unknown

Operating System:

- **27** OS supported
- **118** OS unsupported

6 Virtual Machines



Operating System:

- **6** OS ending soon

Servers	User	Make	Serial	Model	OS	Age	Purchased	Expires
FEA-MEL-NAS		Dell	GP15FW2	EMC Storage NX3240	Server 2016	4.2	05/17/2019	05/17/2022
FEA-NAS02		Dell	7Q2HKH2	Storage NX430	Server 2016	6.1	06/10/2017	06/11/2020
FEA-VCS02		Dell	6KYXNL1	PowerEdge R710	Windows 8.1 9600	13.4	02/17/2010	08/02/2016

Workstations	User	Make	Serial	Model	OS	Age	Purchased	Expires
FEA-3423-LT		Lenovo		X1 Carbon 10th Gen	Windows 11 22H2	0.1	07/07/2023	07/16/2024
FEA-3417-LT		Dell		LATITUDE 3520	Windows 10 22H2	0.3	04/21/2023	05/05/2024
FEA-3395-LT		Dell		LATITUDE 3520	Windows 10 21H2	0.5	02/07/2023	05/25/2024
FEA-3411-LT		Dell		LATITUDE 3520	Windows 10 22H2	0.5	01/16/2023	01/30/2024
FEA-3412-LT		Dell		LATITUDE 3520	Windows 10 22H2	0.5	01/16/2023	01/30/2024
FEA-3375-LT		Dell		LATITUDE 3520	Windows 10 21H2	0.8	10/26/2022	11/21/2023
FEA-3367-LT		Dell		LATITUDE 3520	Windows 10 21H2	0.8	10/26/2022	11/21/2023
FEA-3368-LT		Dell		LATITUDE 3520	Windows 10 21H2	0.8	10/26/2022	11/21/2023
FEA-3353-LT		Dell		LATITUDE 3420	Windows 10 20H2	1.9	09/16/2021	10/13/2022
CAPTURE1		HP Inc		HP Z4 G4 Workstati	Windows 10 21H1	1.9	09/09/2021	09/08/2024
509-CAPTURE		HP Inc		HP Z4 G4 Workstati	Windows 10 21H2	1.9	09/09/2021	09/08/2024
VI-CAPTURE1-		HP Inc		HP Z4 G4 Workstati	Windows 10 21H2	1.9	09/09/2021	09/08/2024
OCTPB		HP Inc		HP Z4 G4 Workstati	Windows 10 21H2	1.9	09/09/2021	09/08/2024
FEA-3322-DT		Dell		PRECISION 3240	Windows 10 20H2	2	07/19/2021	07/21/2024
OCT3		HP Inc		HP Z2 Tower G5 Wo	Windows 10 20H2	2.1	06/28/2021	06/27/2024
MEL-3317-DT		Dell		PRECISION 3240	Windows 10 20H2	2.1	06/19/2021	06/21/2024
FEA-3310-LT		Dell		Precision 3551	Windows 10 20H2	2.3	04/08/2021	04/09/2022
OPTOSADVAI		Dell		OptiPlex 3080	Windows 10 1809	2.3	03/28/2021	03/28/2022
FEA-3309-LT		Micros		Surface Pro 7 - i5/8/	Windows 10 20H2	2.4	02/24/2021	04/26/2022
FEA-3308-LT		Micros		Surface Pro 7 - i5/8/	Windows 10 2004	2.4	02/24/2021	04/26/2022
FEA-3307-LT		Micros		Surface Pro 7 - i5/8/	Windows 10 2004	2.4	02/24/2021	04/26/2022
FEA-3365-LT		Dell		INSPIRON 3502	Windows 10 20H2	2.4	02/18/2021	02/19/2023
OPTOSADVAI		Dell		OptiPlex 3080	Windows 10 1809	2.5	02/04/2021	02/04/2022
OPTOSADVAI		Dell		OptiPlex 3080	Windows 10 1809	2.5	01/20/2021	01/20/2022
FEA-3303-LT		Dell		XPS 15 9500	Windows 10 20H2	2.6	12/22/2020	01/14/2022
FEA-3290-LT		Dell		XPS 15 9500	Windows 10 2004	2.6	12/22/2020	01/13/2022

Sample Evergreen/Replacement Budget

This table provides an idea of a sample replacement budget spread over four quarters for devices which are overdue or are due within the next 180 days.

Due soon/Overdue	Q1	Q2	Q3	Q4	Total
Servers $9,000/ea	1	1	1	-	3
Workstations $1,000/ea	25	24	24	24	97
Budget Amount	**$34,000**	**$33,000**	**$33,000**	**$24,000**	**$124,000**

The Hidden Cost of Old Hardware

.e true cost of slow systems can be surprisingly high for any business. Slow workstations are estimated to drop productivity by 2.75% (13 minutes per day, or 5.5 days per year). The problem is exacerbated with server equipment, which can dramatically affect a large number of users in parallel. As a result, the 1-year ROI for replacement of old systems is often 5X to 10X. We would be happy to discuss with you how best to plan your evergreen/replacement budget.

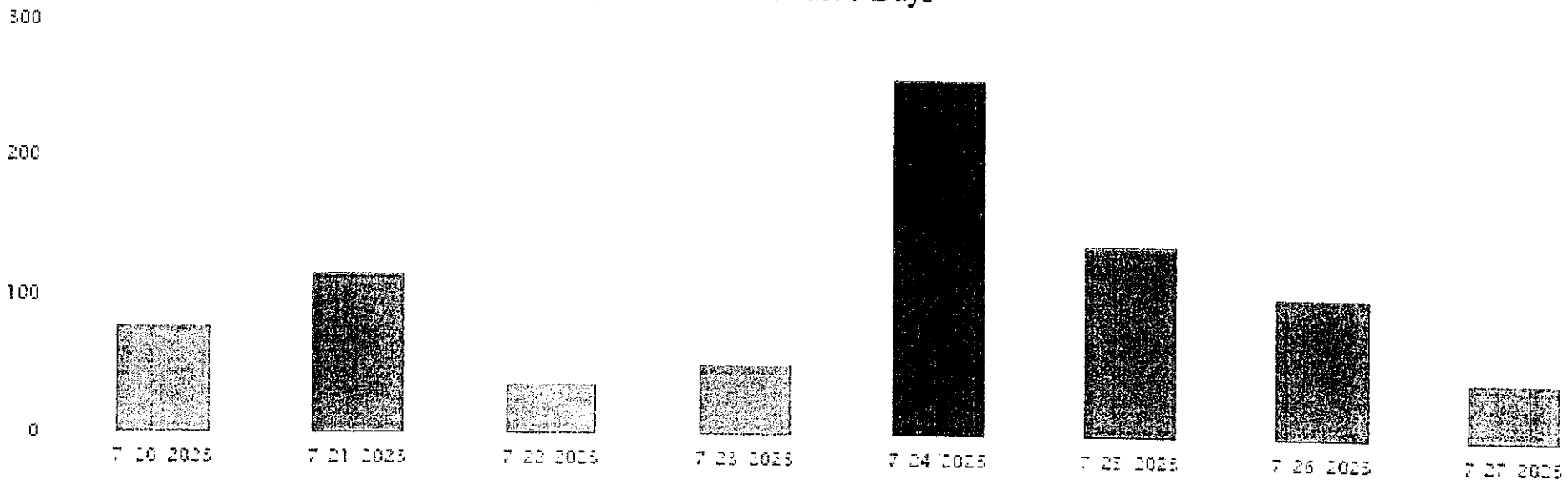
Closed Se. ce Ticket Metrics

Please use "Save As" to save your changes. This report is subject to replacement upon a ConnectWise release.

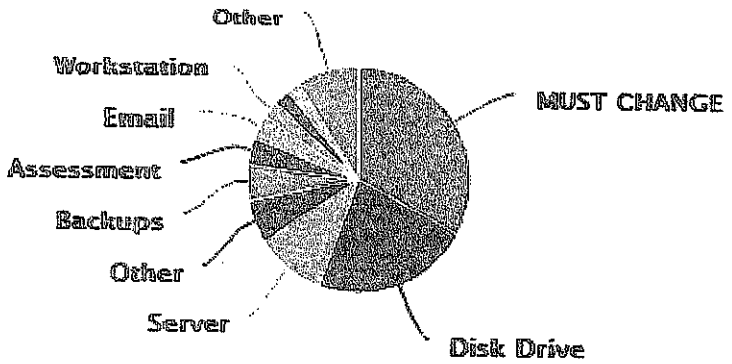
Average Age When Closed

Service Board	Average Age
NOC Alerts	413
	17
	14
	14
Help Desk	7
Maint Alerts	6
Backups	6

Closed Last 7 Days



Closed Type



Closed

Date	By	Ticket#	Company	Summary	Status	Hours Actual
7/27/2023	kwinchester	290665		Renewal Notice: Your services are coming up for expiration	>Canceled	0.00
7/27/2023	kwinchester	290649		Monthly Newsletter - The Personal Side of Security	>Cancelled	0.00
7/27/2023	kwinchester	290582	Catchall	- SynologyNAS Active Backup for Business - backup task COM-Host1-SynologyNAS on C	>Cancelled	0.00
7/27/2023	kwinchester	290615	Catchall	JGLC214 Failure <07/26/2023> 4pm 7 days	>Cancelled	0.00
7/27/2023	kwinchester	290616	Catchall	COM-CH-Synology No Result <07/26/2023> backup task COM-Host3-SynologyNAS	>Cancelled	0.00
7/27/2023	kwinchester	290617	Catchall	DESKTOP-1MH9V1V No Result <07/26/2023> Backup Offsite (clone)	>Cancelled	0.00
7/27/2023	kwinchester	290618	Catchall	perch No Result <07/26/2023> Entire machine to Cloud storage	>Cancelled	0.00
7/27/2023	kwinchester	290619	Catchall	BSE-DC02 No Result <07/26/2023> BSE-Siris - (0cc47acd8af3)	>Cancelled	0.00
7/27/2023	kwinchester	290620	Catchall	JGLC106.G e.net Failure <07/26/2023> 4pm 7 days	>Cancelled	0.00
7/27/2023	kwinchester	290621	Catchall	FS1.cimn.local Failure <07/26/2023> ONSITE	>Cancelled	0.00
7/27/2023	kwinchester	290622	Catchall	JGLC107. Failure <07/26/2023> 4pm 7 days	>Cancelled	0.00
7/27/2023	kwinchester	290623	Catchall	BSE-DC02 No Result <07/26/2023> BSE-Siris - (0cc47acd8af3) - Local Verification	>Cancelled	0.00

Appendix D – Summary Resumes

Appendix D – Summary Resumes

David Soper

David has over 25 years in technology services and business leadership. He is a business executive who started in field engineering supporting municipalities during the Y2K crisis and grew to own 5 technology related organizations including EssentialNet and Commulus (a VoIP provider in Central Florida)

Frank Huston

Frank has over 40 years' experience in technology services. He started in computer and technology services with the Air Force and then moved on to hold positions with two large healthcare organizations including Director of IT for St' Jude Childrens Research in Memphis Tennessee. Frank has been a part of the Managed Services industry for twenty years here in Florida and has five years' experience running a private data center for business aviation.

Brent Mattingly

Brent serves as the VP of Field Services and Project Manager for ENS and is responsible for overseeing the engineering services division, ensuring seamless project execution from conception to completion. He provides strategic leadership to the team, fosters innovation, and maintains exceptional client relationships. Brent efficiently allocates resources, manages budgets, and implements best practices, ensuring the successful delivery of projects while upholding the highest standards of quality and safety. Brent has over 20 years' experience in technology support with 15 years directly supporting municipalities.

Peter Nemsky

Peter serves as a Senior Engineer and backup Project Manager and is responsible for providing expert-level technical support and maintenance for complex network infrastructures. With a focus on delivering exceptional field services, he leads the installation, configuration, and troubleshooting of networking solutions, ensuring optimal performance and reliability. Peter collaborates closely with cross-functional teams, plays a pivotal role in project planning and execution, and consistently demonstrates a commitment to delivering top-tier customer service and exceeding project objectives.

Kaitlin Winchester

Kaitlin serves as the VP of Customer Experience, responsible for overseeing and optimizing the overall customer journey and satisfaction. She has over 17 years of professional experience dedicated to enriching customer interactions across a wide range of industries. Kaitlin's role involves overseeing dispatch, the service desk team, scheduling and is the main point of contact for customer communication.

Sean Berry

Sean serves as the Service Desk Manager and is responsible for overseeing the efficient operation and continuous improvement of the IT service desk. He leads a team of skilled professionals, ensuring the delivery of exceptional technical support to end-users, promptly resolving incidents and service requests. Additionally, Sean develops and implements service desk processes, maintains service level agreements, and fosters a customer-centric approach to enhance overall user satisfaction and IT service quality.



UDT Response to RFP # 06-23-01 JD IT Managed Services

City of Winter Springs

Due: August 4th, 2023 @ 2:00 pm

Submitted To:

City of Winter Springs
1126 East State Road 434
Winter Springs, Florida
32708

Submitted By:

Michael Hendrix
United Data Technologies
2900 Monarch Lakes Blvd. Suite 300
Miramar, Florida 33027
Phone: 954-415-0880
Email: mhendrix@udtonline.com

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: United Data Technologies, Inc. dba UDT

TAX ID# SNN or EIN: 65-0566138

PROPOSER ADDRESS: 2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027

PURCHASE ORDER ADDRESS: 2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027

PHONE NUMBER: 800-882-9919

COMPANY WEBSITE: www.udtonline.com

COMPANY CONTACT (REP): Mike Hendrix / VP of SLED and Public Healthcare

CONTACT EMAIL ADDRESS: mhendrix@udtonline.com

SIGNATURE: 

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number 1, dated 7-14-2023.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

Table of Contents

UDT Cover Page **1**
Section A – PROPOSER Information and Acknowledgement Form **2**
Section B – Table of Contents
Section C – Introduction Letter **4**
Section D – Qualifications **5**
1. General 5
2. Proposer Experience 8
3. Team Experience 9
4. Florida Knowledge 10
5. References 11
6. Conclusion 11
Section E - Other Information **11**
Section F – Cost and Time **14**
Appendix A COST PROPOSAL WORKSHEET 13
Appendix B Statement of Work - Questionnaire 16
Questionnaire 1 - Organization and Experience ***16***
Questionnaire 2 - Problem Reporting and Resolution Process ***17***
Questionnaire 3 - Assumptions, Requirements, Risks, and Expectations ***20***
Questionnaire 4 - Level Of Service ***24***
Questionnaire 5 - Documentation and Reporting ***35***
Questionnaire 6 - Security ***35***
Questionnaire 7 - Proposer's Staff Training ***36***
Questionnaire 8 - Project Management ***36***
Questionnaire 9 - Infrastructure Health Monitoring ***37***
Questionnaire 10 - Fee Structure ***38***
Section G – Mandatory Proposal Forms **39**
References Information Form 39
Insurance Requirements Form 72
Scrutinized Company Certification 74
Non-Collusion Affidavit 75
Drug Free Workplace Form 76
SMWBE Utilization Plan 77
Public Entity Crimes Statement 78
E-Verify Statement 80
Conflict of Interest Statement 81
Attachment 1 - Security Addendum 82
Section H – Florida State Corporate Filing **87**

Section C – Introduction Letter

United Data Technologies
2900 Monarch Lakes Blvd. Suite 300
Miramar, Florida 33027

8/2/2023
City of Winter Springs
Attn: Stuart MacLean
1126 East State Road 434
Winter Springs, Florida 32708

RE: RFP 06-23-01 JD IT Managed Services

United Data Technologies (UDT) is pleased to have this opportunity to provide a response to the City of Winter Springs Request for Proposal (RFP) 06-23-01 JD IT Managed Services.

UDT has provided the name, title, address, telephone, and fax numbers of the persons to be contacted for clarifications or additional information regarding its proposal.

- Michael Hendrix, Vice President SLED, and Public Healthcare
  Address: 2900 Monarch Lakes Blvd Suite 300
  Email: mhendrix@udtonline.com
  Mobile: 954-415-0880 and Fax: 954-432-5908
- T. Aaron Morris, General Counsel
  Address: 2900 Monarch Lakes Blvd Suite 300
  Email: amorris@udtonline.com
  Phone: 800-882-9919 and Fax: 954-432-5908
- George Fernandez
  Address: 2900 Monarch Lakes Blvd Suite 300
  Email: gfernandez@udtonline.com
  Phone: 800-882-9919 and Fax: 954-432-5908

In closing, thank you for the opportunity to propose IT Managed Services for the City of Winter Springs.

Respectfully,

Michael Hendrix
Vice President

Section D – Qualifications

1. General *– Provide general information about the PROPOSER, including size, office location(s), and structure of PROPOSER. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.*

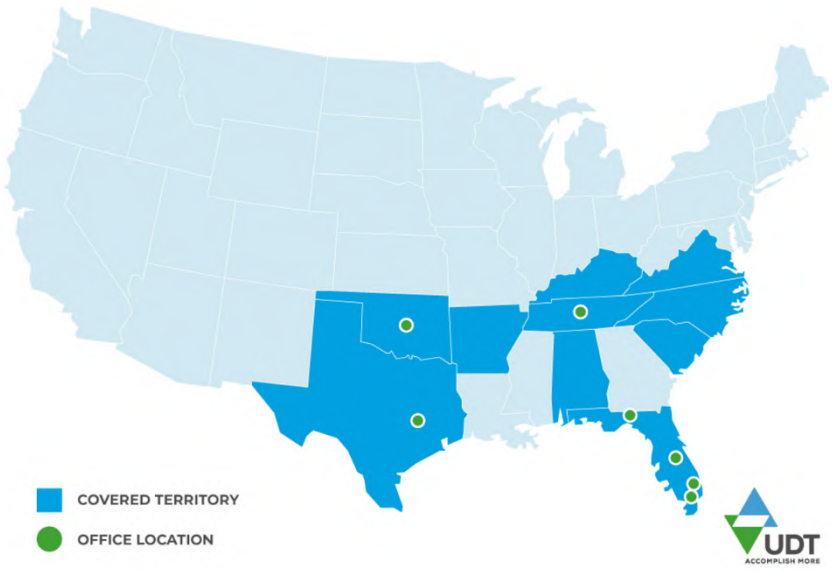
UDT Response:

Founded in 1995 by Henry Fleches and Gerard Amaro, United Data Technologies (UDT) is a 100% certified (NMSDC) minority (Hispanic) owned and operated firm that has become an industry-leading technology enabler and solutions provider. Since the firm's inception, Mr. Fleches, Mr. Amaro, and staff have focused on UDT's corporate vision to "*accomplish more*" by supporting the firm's clients as they navigate a hyper-connected world by providing outstanding customer support, innovative technology, and cost-saving solutions.

Since UDT's founding, the company has grown both its infrastructure and capabilities. UDT started with its headquarters in Doral, Florida, eventually building a new location and relocating to Miramar, Florida. Over the years, UDT has added two state-of-the-art facilities in the Orlando area. UDT's current Configuration Center has serviced the firm's configuration and deployment needs for more than nine years and is transitioning into a dedicated UDT Customer Support Center (CSC) to expand capacity and capability to support extensive enterprise efforts. The UDT CSC has been re-designed to meet fleet management challenges through dedicated depot workflows, inventory controls, contingent storage capabilities, technician expansion, and business continuity priorities through safe social distancing in case of the ongoing pandemic. Currently, UDT is also opening a new state-of-the-art Customer Integration Center (CIC). This purpose-built facility will be wholly dedicated to increasing First Touch Services (imaging, etching, tagging, warehousing, and delivery). The CIC will have the capacity to support the firm's clients and provide the ability to turn around fully configured devices more efficiently with higher daily volumes and the ability to warehouse more than three times UDT's current storage capacity. UDT's CIC will also allow for continuity of operations to minimize the impact of natural disasters and pandemic situations.

In addition to these two facilities, UDT maintains a 24/7 Help Desk and a Network Operations Center (NOC). The NOC is located in a safeguarded location where UDT's experts work to monitor all customer devices, track activity, and handle issues in real-time. UDT also has physical locations in Oklahoma, Tennessee, and Texas.

Brief Profile of UDT	
A.	A brief history of the business
UDT is an industry-leading solutions provider in the US. UDT delivers solutions focused on device deployments, cybersecurity, complete technology lifecycle management, product procurement, LAN and WLAN architecture design and deployment, end-user computing configuration and support, support services, security services, managed services, and managed Cloud Smart services.	
B.	Organizational structure of business
UDT is a Florida S Corporation established in 1995. Privately Owned Corporation; 50% Enrique A. Fleches / 50% Gerard Amaro	
C.	Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
UDT is a Florida S Corporation established in 1995. Privately Owned Corporation; 50% Enrique A. Fleches / 50% Gerard Amaro	
E.	Active business venues (counties, states, etc.)
UDT has been in business for 28 years and incorporated in the State of Florida in 1995. UDT is headquartered in Florida, and no changes of ownership and reorganization have occurred in the last 5 years. See all UDT locations listed below:	



HEADQUARTERS	2900 Monarch Lakes Blvd. Suite 300 Miramar, FL, 33027 P: (954) 308-5100	TEXAS	100 Congress Avenue Suite 2000 Austin, TX 78701 P: (512) 466-3405
MIAMI LAKES	14042 N.W. 82nd Ave. Miami, FL 33016 P: (786) 364-6097	ORLANDO CUSTOMER SUPPORT CENTER	9436 Southridge Park Ct. Suite 800 Orlando, FL 32819 P: (800) 882-9919
TALLAHASSEE	1621 Metropolitan Blvd. Suite 102 Tallahassee, FL 32308 P. (850) 329-6215	ORLANDO CUSTOMER INTEGRATION CENTER	2612 Consulate Drive, Suite 100 Orlando, FL 32819 P: (800) 882-9919
TENNESSEE	209 10TH Ave. South Suite 530 Nashville, TN 37203 P: (615) 567-4080	OKLAHOMA	13900 N. Portland Ave. Suite 170 Oklahoma City, OK 73134 P: (405) 567-4080

F.	Present status and projected direction of business

UDT has been the recipient of national and regional recognition, including Inc. 500, CRN's Top 150, and the South Florida Business Journal as one of South Florida's 50 fastest-growing private companies. UDT's continued focus on delivering end-to-end technology solutions and a customer centric service model has propelled UDT to be the largest privately held technology company headquartered in Florida.

2. PROPOSER Experience – Describe the PROPOSER's experience with providing IT Managed Services, focus on the firm's experience with providing such services to a municipality.

United Data Technologies (UDT) has extensive experience in providing IT Managed Services to a diverse range of clients, including state and local government entities both within Florida and outside the state. UDT has also established successful partnerships with various Police Departments, such as the City of Miami Police Department.

UDT's experience in providing IT Managed Services to municipalities and government agencies includes:

1. **Local Government Expertise:** UDT has a deep understanding of the unique challenges faced by local government agencies. We have worked closely with municipalities in Florida, helping them optimize their IT infrastructure, enhance security measures, and streamline operations to better serve their communities.

2. **Statewide Footprint**: UDT's reach extends beyond Florida, as we have also partnered with state government agencies in other regions. Our experience in working with different state governments showcases our ability to adapt services to meet specific regulatory requirements and compliance standards.

3. **Collaboration with Police Departments**: UDT's expertise extends to working with Police Departments, including the City of Miami Police Department. In such partnerships, UDT focuses on ensuring reliable and secure IT services to support law enforcement operations, data management, and critical communication systems.

4. **Cybersecurity Emphasis**: With the increasing cybersecurity threats faced by government entities, UDT places a high priority on safeguarding their clients' data and infrastructure. We deploy advanced cybersecurity measures to protect sensitive information and support law enforcement agencies in maintaining the integrity of their IT environments.

5. **Proven Track Record**: UDT's successful track record in providing IT Managed Services to government organizations and police departments is a testament to our ability to deliver tailored solutions and responsive support, helping these entities achieve their mission-critical objectives.

6. **Comprehensive Solutions**: UDT's IT Managed Services encompass a wide range of offerings, including network management, cloud solutions, data center services, endpoint security, and help desk support. Our comprehensive approach ensures that all aspects of an agency's IT infrastructure are well-managed and optimized for performance and efficiency.

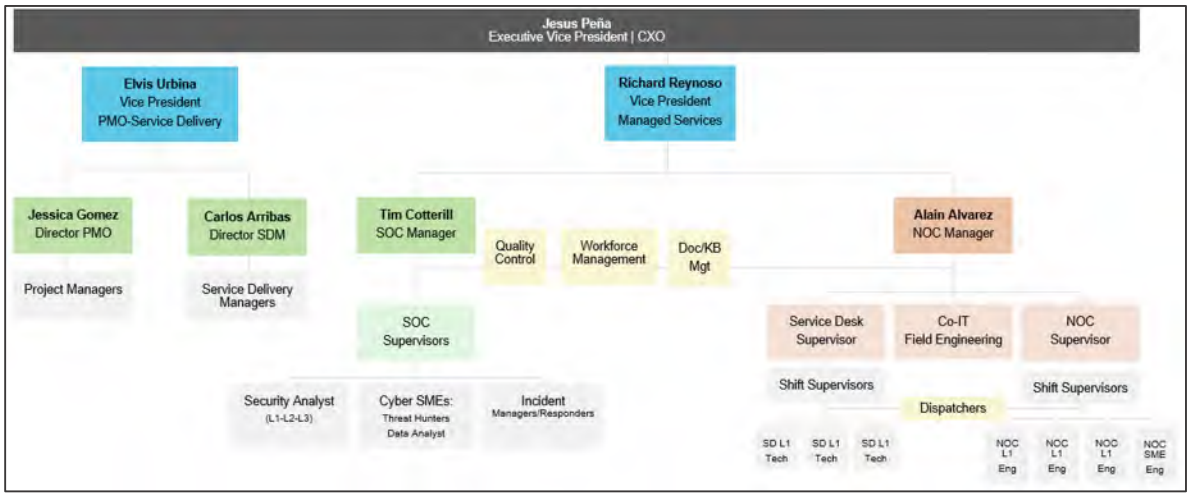
7. **Flexibility and Adaptability:** UDT understands the diverse needs of government organizations and police departments and can offer flexible service models that can be customized to meet specific requirements. Our ability to adapt to evolving technologies and operational demands ensures that clients receive cutting-edge solutions and services.

In summary, UDT's extensive experience in providing IT Managed Services to state and local government entities, both within and outside Florida, along with our successful collaborations with Police Departments like the City of Miami, demonstrates our expertise and commitment to supporting the public sector. We place an emphasis on cybersecurity, comprehensive solutions, and the ability to adapt to the unique needs of government agencies to make ourselves a trusted partner in delivering reliable and efficient IT services to these critical organizations.

3. Team Experience – Identify key members of PROPOSER's team that will service the CITY. Identify the primary day-to-day contact for the engagement and their experience. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.

Organization Table

The UDT Team, illustrated below, consists of a Management Team and UDT Support Team. The PM is responsible for the day-to-day management of the contract and will serve as the primary POC for the City of Winter Springs. He will be supported by UDT's senior management and corporate resources, with a direct line of communication with the UDT Executive Vice President/Chief Executive Officer (CXO). As a result of this streamlined reporting structure, issues or concerns that arise can be quickly and efficiently resolved before there is any task impact.



UDT's Organization Chart. Defined Roles and Interfaces.

Key UDT required resources follow:

UDT Project Manager	UDT SOC Manager
UDT Lead Engineer	UDT SOC Analysts

Director of PMO	Jessica Gomez
VP of Managed Services	Richard Reynoso
Director of Managed Services	George Fernandez
SOC Manager	Tim Cotterill
Director of Cloud Security	James Smith
Sr. Cyber Security Engineer	Noah Witte
IT Operations Manager	Alain Alvarez
Director of Service Delivery Managed Services	Carlos Arribas

Resumes have been included in Appendix A as required.

4. Florida Knowledge – Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

- Population growth: Florida is a rapidly growing state, and this is putting a strain on many municipalities. As the population grows, municipalities need to invest in new infrastructure. Municipalities are facing a challenge in finding the funding to address this need, as many of them are already struggling to keep up with their current expenses. ***Continuation of the Co-IT strategy leveraging UDT will support a strategic approach to grow personnel in key areas of need. By having a relationship with UDT, the CITY will have access to experience and thought leadership that will provide guidance or a strategic advantage when facing these infrastructure milestones.***
- Fiscal challenges: Many Florida municipalities are facing fiscal challenges, as they are struggling to keep up with the rising cost of providing services. The state has imposed a number of restrictions on local government spending, which has made it even more difficult for municipalities to balance their budgets***. UDT Lifecycle Management Services eliminates the time and resource responsibility for the configuration, deployment, support and disposal of technology assets from the CITY. If UDT is selected, we will provide a complementary in-depth assessment of the CITY's life cycle processes in an effort to further drive efficiency and savings.***
- Public safety: Public safety is a top priority for all Florida municipalities. However, municipalities are facing a number of challenges in ensuring public safety, including rising crime rates, drug abuse, and mental health issues. In addition, municipalities are facing budget cuts, which has made it more difficult to fund law enforcement and other public safety programs. ***UDTSecure expertise will enable a constant focus of the CITY's environment to ensure security and cyber vulnerabilities are discovered and remediated. UDT's experience supporting public safety entities will provide the CITY with a stable and secure environment, ensuring end users focus on their jobs and not the technology.***

5. References:

See Section G

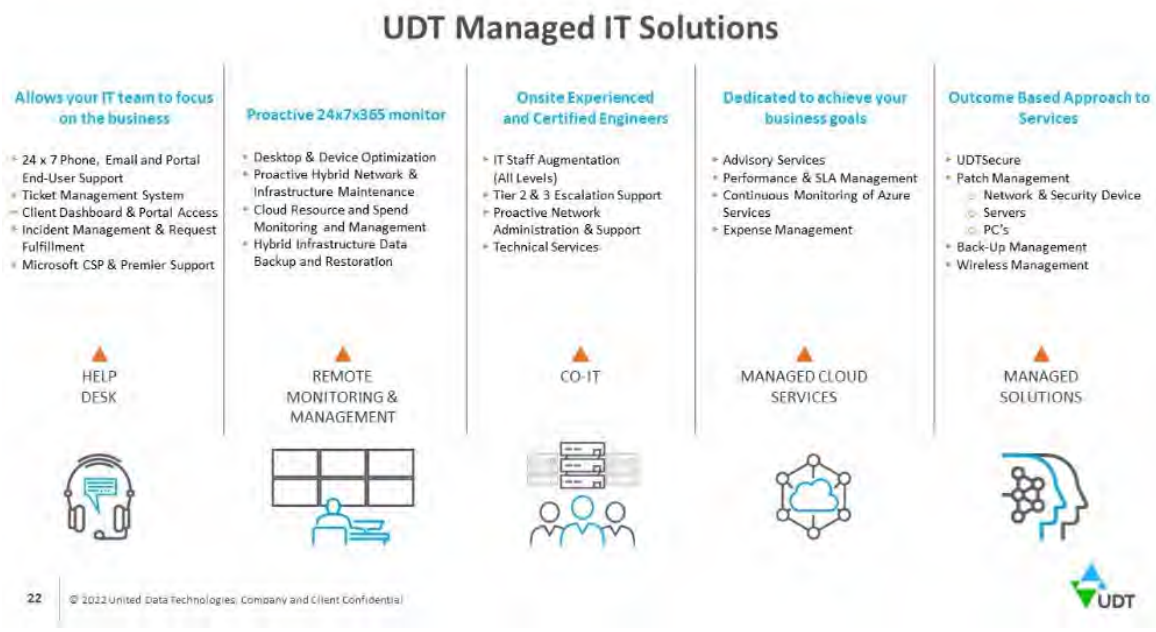
6. Conclusion

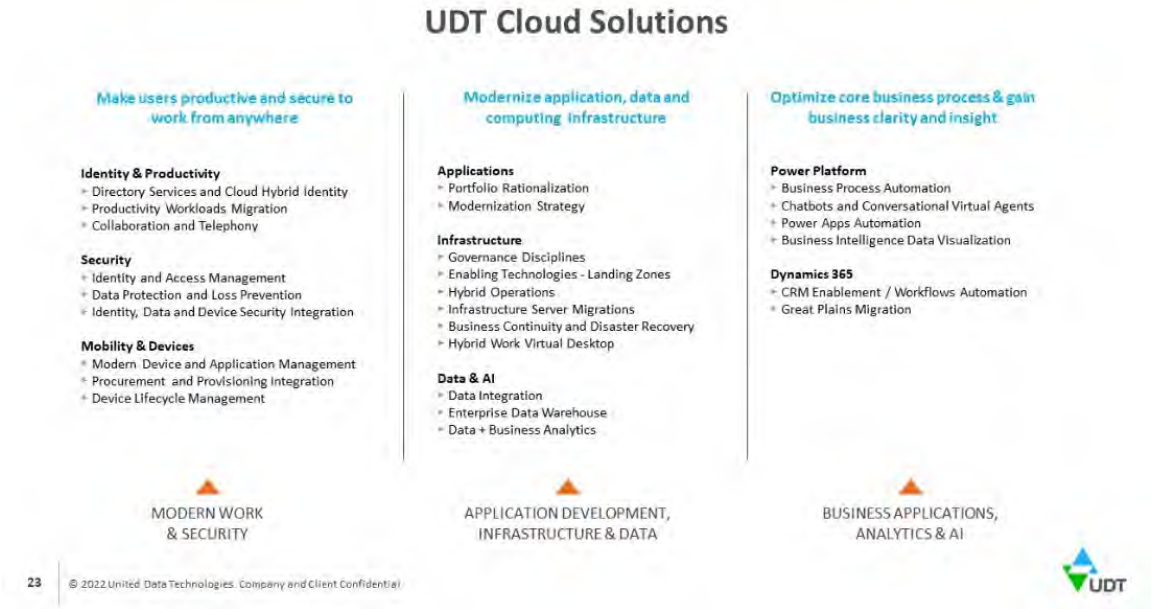
In conclusion, UDT's extensive experience in providing IT Managed Services to state and local government entities, both within and outside Florida, along with our successful collaborations with Police Departments like the City of Miami, demonstrates our expertise and commitment to supporting the public sector. We place an emphasis on cybersecurity, comprehensive solutions, and the ability to adapt to the unique needs of government agencies to make ourselves a trusted partner in delivering reliable and efficient IT services to these critical organizations.

Section E – Other Information

This section should address any other information necessary for a full understanding of PROPOSER's services. Please provide relevant information on any additional/incremental services offered by PROPOSER.

UDT Response: UDT is a full service provider and has many services that could be beneficial to Winter Springs. The diverse services can be seen below.





UDT Professional Services

Focus your IT team on your business

- Assessment, Strategy and Consulting Services
- Digital Transformation services
  - Digital Roadmap assistance
  - Intelligent Edge
  - Digital Infrastructure
  - Seamless connectivity
- Project based engagements with measurable outcomes

ADVANCED TECHNOLOGY



Identify the right solutions for your organization

- Cloud Assessment Readiness
- Migration Services
- Cloud Security M365
- Hybrid Infrastructure and Multi-Cloud
- Advanced Cloud Services
  - Virtualization
  - PaaS
  - API integration
  - Application Modernization

CLOUD SERVICES



Determine your cyber risk strategies

- Risk Management services
- Cyber Risk Program
  - Compliance
  - CISO (vCISO) Services
  - Incident Response
  - Training and Awareness
- Penetration Testing

CYBER CONSULTING SERVICES



Support your IT systems

- IT Staff Augmentation (All Levels)
- Tier 2 & 3 Escalation Support
- Proactive Network Administration & Support
- Technical Services

ENGINEERING as a SERVICE



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UDT Managed Security Solutions

Reduce Impact of a Cyber Attack

- Risk Assessments
- PCI Assessments
- Compliance Mapping
- Training and Awareness Programs
- Incident Response and Forensic Services

RISK MANAGEMENT SERVICES



Managed Security Services

- Security Device Monitoring
- Application Monitoring
- Threat Hunting and Detection
- Patch Management Services
- Back Up Management Services
- Enterprise Security Monitoring
- 24x7x365 SOC Services

MANAGED SECURITY SERVICES



Programmatic Approach to Cyber Resiliency

- Assess & Discover
- Resiliency and Remediation
- Detection and Response
- Visualization, Trending and Measurable Effectiveness & Strategy
- CONQUEST SCyOps Platform for Visualization of Risk
- Customizable Visual Reporting

ADAPTIVE CYBER RISK MANAGEMENT PROGRAM



Continuous Testing Services

- Application penetration testing
- Network penetration testing
- 3rd Party Testing

PENETRATION TESTING SERVICES



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Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:

$ 27,417.72 (print/type out amount here)

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
Onboarding Fee	One Time	$ 25,578.00
UDTSecure Monitor Detect and Respond(SOC)	Monthly	$ 20,514.55
Onboarding Fee for UDTSecure Monitoring	One Time	$ 14,830.00
VCIO	Hourly	$ 275.00
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total:		

PROPOSER may add additional lines and/or pages to accommodate its list of additional/incremental services offered

Section F – Cost and Time

This section must clearly state the cost and estimated completion time associated with the project.

Use Appendix A: Cost Proposal Worksheet Part 1 and Part 2.

UDT Response:

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be: **$27,417.72.**

Includes:

Remote Monitoring and Management for IT Infrastructure

- 24 x 7 x 365 Remote Monitoring, Management and NOC Support
- Patch Management (Monthly and as needed)
- Customer Portal, Dashboards, and Service Reports
- Client Success, Service Delivery and Account Management

24 x 7 x 365 End User Support

- Band 1 (0-50 Tickets p/Month for afterhours and weekend)
  - Tickets sent to the Onsite technicians do not count against the 50 allotted tickets.
- Incident, Request, Change and Problem Management
- Customer Portal, Dashboards, and Service Reports
- Client Success, Service Delivery and Account Management

(2) Dedicated Level 1 Full-time Desktop Support

Oversees all technical, functional and application guidance and support. Ensures all users receive services to include troubleshooting hardware and software issues; installation and support of OS (Operating Systems) and supports OS; applications for PCs, laptops, and all mobile devices. Ensures proper and timely set-up and configuration of all new machines as needed.

Notes: Includes travel mileage between CITY facilities.
Includes afterhours support for CITY Commission Meetings

Equipment Delivery: Due to liability concerns, no UDT employee may use their POVs for CITY owned equipment delivery.

Onetime Onboarding fee: **$25,578.00.**

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER	**Unit**	**Unit Cost**
UDTSecure Monitor Detect & Respond (SOC) • 24 x 7 x 365 Cybersecurity Monitor Detect & Respond Services • Customer Portal, Dashboards, and Service Reports • Client Success, Service Delivery and Account Management	**Monthly**	**$20.514.55**
Onetime Security Onboarding Fee	**Once**	**$14,830.00**
VCIO – strategic plans/compliance/security	**Hourly**	**$275.00 per hour**

Questionnaire

UDT Managed Services Solution Offering:

The rapid changes in IT infrastructure technologies can vastly change server/compute specifics and needs, storage technology, network traffic patterns, bandwidth requirements, access locations, and security needs. The key enabler of digital transformation is an available, high performing and secured network. Digital enterprises require a network infrastructure that provides adequate performance, security, agility, and manageability to support digital initiatives, now and into the future.

UDT managed services delivers solutions that are designed for high quality customer experiences, end-to-end service availability across software-defined and legacy technology infrastructures. An integrated approach for converged networks is aimed to transform operations and deliver more value to business with predictable outcomes.

QUESTIONNAIRE 1: ORGANIZATION AND EXPERIENCE

The PROPOSER's overall support strategy/philosophy - Please address the following in your response:

Describe PROPOSER's view of the role of the information technology support services provider.

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market, and enterprise Clients. UDT is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, UDT quickly established its reputation as the technological resource of choice for its clients. Our organization subscribes to a **Total Solutions Approach** that includes traditional Consulting, Design, and Engineering Services; as well as a unique approach to Managing Infrastructure, Security, Cloud, and Device Lifecycles for our Clients.

UDT takes the guesswork out of the process, creating customized integration plans and providing detailed, long-term strategies that align with our client's business objectives.

We look forward to forging a strong business partnership. Thank you for your trust and support.

Describe any management or implementation strategies or techniques that the PROPOSER intends to employ in carrying out the scope of work.

The UDT Managed IT Services team embraces the accountability that comes with the promise of keeping your systems performing and users productive. While SLAs are part of every managed services provider's offering, UDT goes further with managed services offerings that deliver measurable outcomes, especially those critical to your organization's ongoing operations. We provide comprehensive reporting of services delivered, performance, and expert advice when it's time for upgrades, policy changes, or new requirements. With UDT, you'll get the total value of a trusted IT partner who knows and supports your current infrastructure and, most importantly, business and technology goals.

Describe PROPOSER's communication strategy for keeping clients informed of system conditions and changes.

On-going Customer Service Review (Report): The proposed structure for a monthly/ quarterly meeting for the City of Winter Springs, will cover the following topics:

- Current overall status of the ongoing management process.
- Review of Critical Events and Adoption Barriers.
- Review of the business outcomes and Key Performance Indicators (KPIs).
- Review of the past period comparison of the Critical Service Levels: Key Performance Indicators (KPI) and Service Level Agreements (SLA).

A **dashboard** will be created showing period over period comparison of the KPI and SLAs. The dashboard will be comprised of the elements described defined during the onboarding meetings.

On-going Monthly Reporting: Using our process and City of Winter Springs approved reporting template, UDT provides repeatable, high-quality reporting that provides the City of Winter Springs with the needed information to support critical management decision-making.

Customer Success Manager: The CSM will deliver the ongoing monthly reports and provide a continuous presence for communication.

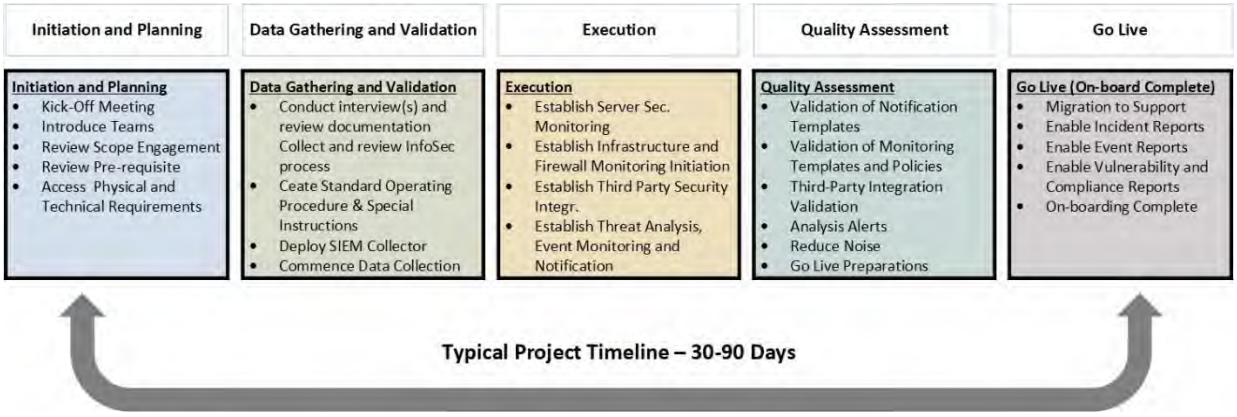
QUESTIONNAIRE 2: PROBLEM REPORTING AND RESOLUTION PROCESS

Include evidence that PROPOSER understands the CITY's current environment, including an understanding of working within significant budgetary constraints.

Based upon the equipment list provided in the RFP, and as noted in the question-and-answer section, the equipment and technology are not unlike the majority of supported UDT Clients. UDT supports Cities, Counties, States, School Districts, and Federal government agencies that all have significant budgetary constraints. UDT delivers services to our Clients across ten States and currently manages approximately 150,000 devices.

Include plan of action and milestones for onboarding process.

UDT has a proven onboarding methodology to begin onboarding CITY environments. All information is captured as part of the onboarding data collection document. UDT will assign your primary point of contact for the duration of technical onboarding and transition of your infrastructure and processes into our management services. Onboarding and transition services are a five-stage process.



Describe how PROPOSER will propose changes in technicians assigned to the contract and seek approval from the CITY.

All technicians assigned to the CITY will be screened, interviewed, and approved by the CITY. If a technician needs to be replaced, there will be an additional technician assigned to the CITY for two weeks, allowing the new technician to become acclimated and trained without impacting service delivery.

Explain how PROPOSER plans to keep all desktop/laptop computers and servers operating at optimal performance.

Maintaining critical IT systems and support operations is a challenge for leaders in every organization. New transformation projects, compliance requirements, evolving technologies, and qualified staff recruitment and retention can put a lot on your plate. **UDT will leverage Remote Monitoring and Management (RMM) and Patch Management Managed Services,** combined with almost twenty-eight years of experience to provide:

- Comprehensive coverage of your essential IT systems and functions.
- Predictable operational costs and continuity of operations.
- Improved uptime and increased efficiency.
- Reduced IT staff workload and overhead.
- Compliance with regulatory requirements and corporate standards.

Describe how PROPOSER will keep the CITY informed about the state of the CITY's information technology services.

UDT will provide an **on-going Customer Service Review (Report)**: The proposed structure for a monthly/ quarterly meeting for the City of Winter Springs, will cover the following topics:

- Current overall status of the ongoing management process.
- Review of Critical Events and Adoption Barriers.
- Review of the business outcomes and Key Performance Indicators (KPIs).

- Review of the past period comparison of the Critical Service Levels: Key Performance Indicators (KPI) and Service Level Agreements (SLA).

A **custom dashboard** will be created showing period over period comparison of the KPI and SLAs. The dashboard will be comprised of the elements described defined during the onboarding meetings.

On-going Monthly Reporting: Using our process and City of Winter Springs approved reporting template, UDT provides repeatable, high-quality reporting that provides the City of Winter Springs with the needed information to support critical management decision-making.

Customer Success Manager: The CSM will deliver the ongoing monthly reports and provide a continuous presence for communication.

Describe how PROPOSER will report about the status of systems, user needs, needs, etcetera.

See answer above.

Describe how PROPOSER will assist the CITY with strategic planning to ensure that the CITY's IT system retains its usefulness, viability, compatibility, and dependability into the future.

UDT can provide a Virtual Chief Information Officer to review current systems, infrastructure and suggest improvements, where needed, and other ideas for improved viability and dependability now and into the future. ***(Optional pricing is provided in Section F, Part 2: Optional Services)***

QUESTIONNAIRE 3: ASSUMPTIONS, REQUIREMENTS, RISKS, AND EXPECTATIONS

Please list in this section all PROPOSER's assumptions, requirements, risks, and expectations for the provision of services pursuant to the scope of services outlined herein.

The CITY shall be responsible for providing the required information to UDT to enable the UDT support staff to carry out the Services as detailed below. This includes the following specific responsibilities:

CITY Responsibilities - GENERAL

- The CITY will conduct business with the UDT in a professional and courteous manner.
- The CITY, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that UDT needs to successfully provision and provide the services detailed within prior to the start of those services. This includes:
    - Any and all documentation associated with the covered IT environment(s) and asset(s).
    - All software installation media for covered software and applications.
    - The CITY shall obtain and maintain all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the CITY's IT environment(s).
    - Provide UDT with a detailed inventory of all Managed Devices covered under this Agreement.

- CITY will ensure that all CITY's software will include a valid license agreement between the CITY and the CITY's software original licensor. UDT will comply with the terms contained in the applicable CITY software license agreement for CITY software provided, including those terms that govern:
    - Rights granted or denied to third parties, whether in the form of a sublicense, to copy and distribute the CITY software and, usage or duplication of the CITY software in the creation of any image that may be required in the performance of the service desk (s) if CITY makes the terms of such CITY software license available to UDT.
    - In addition to the foregoing obligation, except as permitted in the CITY software license agreement, UDT will not copy, modify, decompile, reverse engineer, or disassemble the CITY software.
- The CITY will provide adequate workspace and facilities for use by UDT onsite technicians.
- The CITY shall inform UDT of all health and safety rules and regulations that apply at its locations.
- The CITY agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with UDT to establish, define (UDT's Onboarding Intake Form) and agree on all necessary maintenance windows for the CITY's IT environment.
    - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. CITY approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within UDT's Onboarding Intake Form. Conversely, UDT will work with the CITY to create a blackout calendar which defines systems and specific time frames during which NO UPDATES or patches will be applied.
- The CITY agrees that key representatives within their business must be established and defined within UDT's Onboarding Intake Form so that UDT can receive any necessary supplementary support from the CITY. The supplementary support includes but is not limited to:
    - Approval for charges and/or out of scope products and services quoted.
    - Approval for emergency maintenance.
    - Reasonable "hands-on" co-operation with the UDT's service/support representative when diagnosing and addressing service requests and other issues.
        - The identified on-site technical contact will work with UDT on critical issues for as long as necessary. Even though UDT strives to be minimally invasive, on-site, and hands-on involvement of the identified on-site technical contact will occasionally be necessary.
    - Receiving updates on extended outages or unresolved issues.

- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.

- The CITY will co-operate with UDT on a quarterly basis, at minimum, to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the CITY's Business.
- Ensure that no critical files will be stored on any workstation unless the files are properly archived using a centrally managed backup solution.
- The CITY will co-operate with UDT on a quarterly basis, at minimum, to review:
  - The services provided by UDT over the previous review period.
  - The direction of the CITY's business to ensure IT remains in alignment.
  - If additional services and/or products are necessary to meet the CITY's business and IT needs.
  - The state, status, and health of the CITY's IT Environment(s) and IT Asset(s).
  - The continued integrity, completeness, and validity of this Service Level Agreement.
- During the onboarding process a management appliance will be installed in the CITY facility with the CITY providing the following:
  - The client is responsible for providing adequate rack space (1U), power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.
  - The client is responsible for the condition and readiness of the electrical power distribution plant, battery backup, and the correction of any anomalies and/or deficiencies.
  - The client is responsible for providing all patch cables (copper and fiber optic).
  - The management appliance shall remain the property of UDT. The management appliance shall not be moved, tampered with, or powered down with written permission from UDT.

CITY Responsibilities - Support REQUEST

- CITY shall open an Incidents or Requests through any of defined means:
  - Service Desk phone number
  - Self-service portal
- The CITY will provide all pertinent information required to open a service/support request.
- When opening a service/support request the CITY will work with UDT to accurately classify the request's impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the CITY will provide reasonable availability of its representative(s) to co-operate with UDT's service/support representative(s) assigned to the request.

- The UDT service/support representatives strive to address requests without involving the CITY's end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user's assistance.

- The CITY shall allow UDT access and provide rights to all relevant IT Environments and IT Assets as reasonably required by UDT to provide its services and support.
- If UDT requires a decision, approval, consent, authorization, or any other communication from the CITY to provide any of the services (or any part thereof) described herein, the CITY will be reasonably diligent to provide the same in a timely manner.
  - UDT is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the CITY. This includes but is not limited to impacts to service performance levels and requirements.
- The CITY will promptly notify UDT of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- The CITY agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by UDT.
- The CITY agrees to inform UDT of any modification, installation, or service performed on the covered IT Environments, listed in Covered Equipment Summary, by individuals not employed by UDT. (Both authorized and unauthorized parties)
- CITY will ensure that the equipment, OS, and applications supported have vendor support contracts in place.
  - Any equipment, OS, Applications without an active vendor support contract will be supported on a "best effort" basis.
  - As UDT's sole discretion, "best effort" support may cease either until the client can acquire a valid vendor support agreement and/or the client secures a paid engagement (either with or through UDT) to resolve, if possible, the situation at hand.

General UDT Responsibilities

- UDT will conduct business with the CITY in a professional and courteous manner.
- UDT will make a reasonable effort to accommodate any changes to offered services that may be requested by the CITY, and any adjustments made to the services defined can result in changes to the fees and charges detailed herein. Any required changes, including adjustments to fees, are subject to the CITY and UDT's mutual acceptance and documented with a signed Change Order.
- UDT is responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within.
- UDT will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with all end user license agreements which relate to those software applications.

Service and Support - UDT Responsibilities

- UDT will log all information from the CITY required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
    - UDT will leverage and maintain its own ticketing system for updating, tracking, measuring, and closing CITY support/service requests, maintenance responsibilities, projects, and monitor alerts.
- UDT will provide the CITY with the services defined within, on the IT Assets, locations, and during the covered hours and days outlined in Covered Equipment Summary.
    - These services will be provided both remotely and by the onsite technicians.
    - It is the responsibility of UDT to meet the service level requirements and response times defined in Prioritization Matrix.
    - It is the responsibility of the UDT to ensure its resources can provide its services with reasonable skill and care.
    - UDT is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of UDT's control impede the delivery of service, including, but not limited to, acts of God.
- It is the responsibility of UDT to notify the CITY of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of UDT to keep the CITY's end users up to date on any unresolved service and support requests from them.
    - Automated emails, calls, chats, and other communications will be leveraged to keep the end users reasonably up to date.
- UDT will attempt to resolve service and support requests from the CITY by using the onsite technicians, without interrupting the end user, unless otherwise requested by the CITY when submitting a request.
- UDT will attempt to resolve service and support requests from the CITY over the phone on the first call during afterhours and weekends, when unable to resolve the request without interrupting the CITY's end user.
- UDT will escalate support requests to the next level of internal support within the UDT's organization upon approach of established resolution targets defined in the Coverage Summary Section.
- UDT will obtain the CITY's approval before closing any support or service request tickets.
    - In the event the client does not respond to UDT's request to close a support or service request that is believed to be resolved, UDT will close the ticket after three un-responded requests.

QUESTIONNAIRE 4: LEVEL OF SERVICE

An explanation of the problem reporting and resolution process that describes the PROPOSER's support plan, including tiers, service levels, call escalation, the person(s) authorized to close problem reports, etcetera. Please address the following in PROPOSER's response:

UDT will perform support activities in an SLA based service delivery model. The CITY should inform UDT of any device addition/deletion, or changes to the Windows servers and/or virtual server environment. The following table describes the various priority levels associated with incidents. The sources of alerts are either from the monitoring system or from user requests entered via the CITY portal, phone calls or e-mails.

Priority Calculation is factored by measuring Urgency and Impact from **P1** (**Emergency**) to **P5** (**Low**)

		Urgency		
		High	Medium	Low
Impact	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P5

Incident Time-to-Response Table

Example – If a user calls the Help Desk to report an incident that has an urgency of "Medium" and an impact of "High," then Priority Calculation Table will grade the request as "P2" and follow the Service Level Agreement for a Priority 2 Incident.

Service Level Expectations					
	Priority 1 Emergency	**Priority 2 Critical**	**Priority 3 High**	**Priority 4 Medium**	**Priority 5 Low**
Business/Financial Risk	**Catastrophic exposure**	**Major exposure**	**Moderate exposure**	**Minimal exposure**	**No restrictions in the use of applications**
Work Stoppage	**Full; All work has ceased.**	**Significant; Most work has ceased.**	**Some; Some work has ceased.**	**Minor: Little work has ceased.**	**Minimal – More of Nuisance**
Percentage of End Users Effected	**75 – 100%**	**30 – 75%**	**15 – 30%**	**0 – 15%**	**0 – 5%**
Workaround	**Non-acceptable**	**Semi-acceptable; Short term**	**Acceptable; Medium term**	**Acceptable; Medium term**	**Acceptable**
Response SLA	**30-minutes**	**1 hours or less**	**2 hours**	**4 hours**	**8-hours**

"**Response Time**" is defined as the period-of-time UDT defines as the period-of-time that it takes a Service Desk agent or onsite technician to respond to the client and begin to resolve the incident. Specific response times are dependent on the priority level defined in Prioritization Matrix. **Response time does not mean resolution time which is different for each situation and cannot be determined until the appropriate support professional has evaluated the problem and is able to determine an approximate resolution time.**

During the period between the agreement's execution and the documented go-live date, all services will be provided on a best effort basis.

SERVICES:

Describe PROPOSER's work order/trouble ticket system.

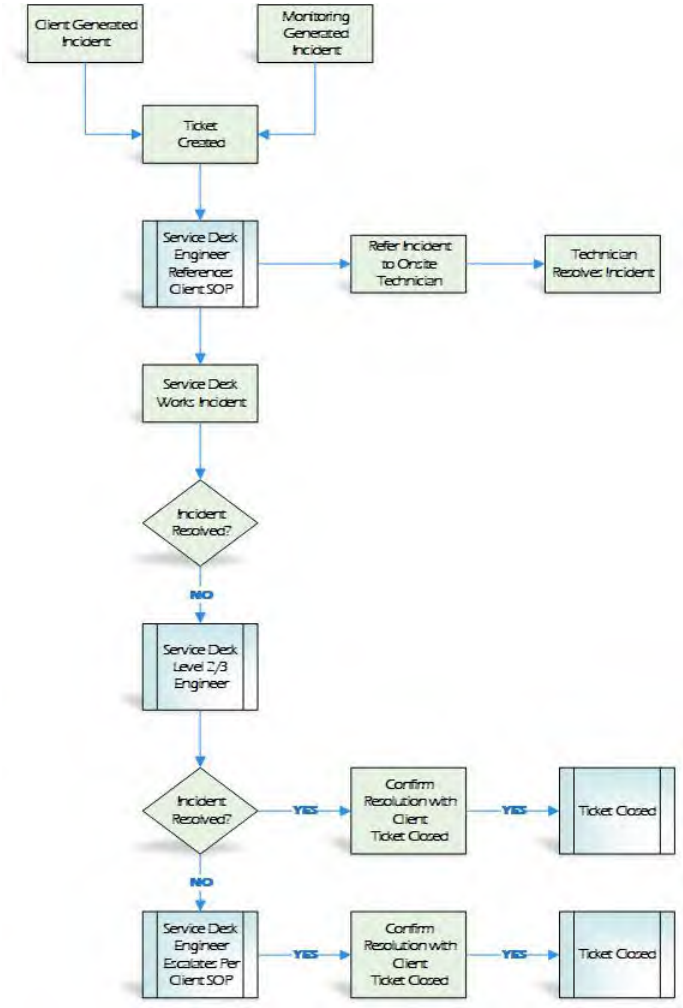
UDT utilizes ConnectWise ticketing systems for handling all support requests whether coming via phone, email, or live chat— capture and document all customer ticket requests and related interactions. Dispatching holds the key to creating order when it comes to managing resources. Get total visibility into service team availability. Quickly schedule their time and prioritize their focus.

UDT requests that ALL requests for assistance be entered in the ConnectWise system, prior to asking the on-site technician for assistance, which will provide the CITY with accurate information and enable the creation of precise reports.

The UDT onsite technical resources team's productivity shouldn't be tethered to the office. The ConnectWise mobile app provides 24/7/365 remote access to everything from scheduling to documenting work and tracking time, so your team's efficiency in the field can continue to improve.

To make strategic decisions about improving The CITY's service management, you need all the facts. Service dashboards and reporting options provide data on ticket details, issue resolution times, and service team performance.

Describe PROPOSER's system to escalate chronic or advanced problems.



Describe availability of key staff during normal business hours (including systems administrators and engineers and other specialists).

A service that may be added to this scope of services for an additional fee is UDT network consultants engaging with Client network architects to assess the network infrastructure, identify gaps and improvements which when amended can lead reducing high impact issues and improvement in service delivery for the business. Architecture guidance, provided by systems administrators, engineers, and other specialists, is an additional service and not part of standard managed services offering. The Architect may perform the following services and activities if additional services are selected:

- Network Assessment.
- Architectural discussions with the client's stakeholders, UDT network team and architects.
- Review overall architecture and infrastructure.
- Review of current LAN, WAN, Security and Wireless equipment and design.
- Review of the existing tools and network specific processes.
- Recommendations and high-level road map for existing client's architecture.

Describe after-hours support. What is the guaranteed response time? How is PROPOSER's after-hours response time structured (e.g., time of day, severity)? What is the average response time?

After hours support carries the same SLAs as defined in the **Incident Time-to-Response Table.**

PROPOSER's guaranteed response time for issues dependent upon severity and time of day.

The provided support is not dependent on the time of day or the severity of the incident. See the **Incident Time-to-Response Table.**

How does PROPOSER propose that the service level agreement be monitored and enforced?

UDT assigns Client Success Managers to every account who meets with the Information Technology Manager and other CITY personnel as deemed necessary to review SLAs and other KPIs.

Describe any training PROPOSER's organization provides to PROPOSER's clients, including network applications and/or desktop applications. (Or are you affiliated with an organization that provides training to clients?)
Does UDT offer any training to Clients?

UDT offers End-User cybersecurity awareness training programs.

Describe any systems backup support PROPOSER offers.

UDT is prepared to help you back up your files in a secure and protected way. We will look at your current backup techniques and offer advanced methods that will offer maximum security. You may be best suited with backing up to your disk, archiving your information online, or using data recovery management; we will consider your specific needs and offer the best solution available. It is our priority to help you run a secure business and prevent you from permanently losing your important information.

Describe any disaster recovery support provided.

UDT will work with the CITY to integrate managed services into the existing City of Winter Springs Disaster Recovery (DR) plan. If the City does not have a comprehensive plan, UDT will work to develop a plan focused on using DR services offered by UDT using the recommended steps for DR Planning.

Mitigation

- Identify and assess the risks to your infrastructure.
- Implement preventive measures to reduce the likelihood and impact of disasters.
- Develop a communication plan to keep employees and customers informed of your disaster preparedness efforts.

Preparedness

- Update the current CITY disaster recovery plan that outlines your procedures for responding to and recovering from a disaster.

- Test your disaster recovery plan regularly to ensure that it is effective.
- Have a backup site or facility that can be used to restore operations in the event of a disaster.

Response

- Have a designated team that will be responsible for coordinating the response to a disaster.
- Implement your disaster recovery plan as soon as possible.
- Communicate with employees and customers about the status of your operations.

Recovery

- Restore the operations to normal as quickly as possible.
- Learn from the disaster and make changes to your disaster preparedness plan to improve your ability to respond to future disasters.

Levels of Disaster Plan

- Incident Response Plan: This plan covers small, unplanned events that can be resolved quickly.
- Business Continuity Plan: This plan covers larger, more disruptive events that may require the suspension of some or all operations.
- Disaster Recovery Plan: This plan covers major disasters that require the complete restoration of operations.
- Crisis Communication Plan: This plan covers the communication of information to employees, customers, and the public during a disaster.

Depending on the level of support required, additional charges may apply.

Describe how major software upgrades would be applied and what upgrades would require additional fees.

Major software upgrades are NOT included in the managed services offerings. UDT defines major system/software/firmware upgrade as before the dot, i.e., version 2.2 to version 3.0. Minor upgrades and patches are included and defined as after the dot, i.e., version 2.2 to version 2.3. Typically, systems that run virtual servers and or databases will require proof that the software supports the upgrade.

Describe patch management – how software updates and patches are performed both on servers and desktops. Who is responsible for doing updates? How often are they done? If using automated tools, what program is being used to rollout the updates and what programs are being updated?

UDT follows a programmatic, yet flexible delivery approach that is adaptable to your in-house activities and constantly changing environment. It's a flexible service design that allows us to adapt the solution to your current resources, processes, and policies as they change over time. Below are just some of the key features and benefits of UDT's Patch Management as a Service —

- Monitor and continuously updating all the systems in your IT environment including:
  - Workstations, laptops, and company-issued mobile devices.
  - Network devices including routers, switches, and Access Points.

- On-premises and remote physical servers and virtual machines.
- Update third-party software applications running on all systems and devices as defined during the onboarding process.
- Manage the end-to-end patching process including tracking available patches for published vulnerabilities, testing prior to rollout, post-patch audits and resolution for patch failures or incompatibility issues.

- Utilize centralized patch management tools that support a full range of Windows, Chrome, Linux, MacOS, iOS and Android as well as hypervisors by VMware, Microsoft, Citrix, and others.
- Facilitate a structured onboarding process to identify and align to your change management process, regulatory and compliance requirements, business policies and priority processes and users, and desired areas for improvement.
- Conduct regular quarterly reviews to identify opportunities for optimization, revision of scope based on new, outdated or EOL systems and requirements.

All patching activities will follow the defined patch management calendar and blackout windows and is managed by the monitoring and managements tools used by UDT?

How are network down-times for maintenance scheduled and communicated?

Any system(s) that require planned maintenance will be scheduled by first reviewing the maintenance/patch and blackout calendar. Proposed maintenance times will be reviewed with the Information Technology Manager and when approved, emails will be sent to the affected CITY personnel with follow-up reminders being sent.

Describe how PROPOSER would resolve the situation in which one of our servers breaks down during service. Be sure to include time estimates as well.

This question is difficult to answer depending on the server itself, a single function physical server or a node server controlled by a hypervisor. Was the server “break” caused by a motherboard issue, an O/S issue, or a driver issue? Is there enough “horsepower” left in the virtual server platform to quickly handle the load if a node “breaks”? If it is a single server that “breaks”, can that application be moved to the hypervisor cluster? It is nearly impossible to provide time estimates with so many variables undefined.

HELPDESK AND MONITORING

Describe PROPOSER’s work order/trouble ticket system.

UDT utilizes ConnectWise ticketing system for handling all support requests whether coming via phone, email, or live chat— capture and document all customer ticket requests and related interactions. Dispatching holds the key to creating order when it comes to managing resources. Get total visibility into service team availability. Quickly schedule their time and prioritize their focus.

Describe PROPOSER's company's remote helpdesk and monitoring setup and how it would serve the CITY.

UDT maintains a 24/7 Help Desk and a Network Operations Center (NOC). The NOC is in a safeguarded location where UDT's experts work to monitor all customer devices, track activity, and handle issues in real time.

Benefits – UDT Network Operations Center

- East, West, North & South ISP Connections.
- Battery Backup Systems to support brief power interruptions.
- Generator supported facility if long-term power interruptions occur with Tier 1 refueling.
- The facility is supported by 2 separate power grid connections.
- Secondary NOC, located in the Midwest for failover, in case of a natural MAJOR disaster affecting the primary Network Operations Center.

Describe how PROPOSER will schedule and assign help desk technicians for on-site coverage.

UDT will assign, based on acceptance by the CITY, two full-time technicians.

Provide helpdesk statistics such as average time to respond to calls, average length of time for successful resolution of issues, the nature of the support calls, etcetera.

UDT's help desk offers US support, with 7x24-hour support.

Below is the snapshot of UDT's Help Desk statistics, showing priority Levels 1-5 with SLA response times.

Service Level Metrics			**Adherence Avg.**
Meantime to Respond	Priority 1	15min response	99%
Meantime to Respond	Priority 2	1-hr. response	99%
Meantime to Respond	Priority 3	2-hr. response	99%
Meantime to Respond	Priority 4	4-hr. response	97%
Meantime to Respond	Priority 5	8-hr. response	99%

Is it limited to a quota of calls?

As the majority of Service Desk incidents will be handled by the onsite Technicians, UDT is providing the CITY with 50 calls per month during times when the onsite Technicians are not working. If UDT sees a consistent trend in increased calls, a higher number of calls per month may be recommended at an additional fee. Tickets assigned to the onsite technicians do NOT count against the allotted number of calls for afterhours support.

Is it limited to a quota of man hours?

NO

What are the helpdesk hours? If they do not cover all our hours of operations, please describe what coverage will be provided for those hours outside of PROPOSER's helpdesk hours.

The UDT Service Desk is manned and available 24/7/365.

Who can call the helpdesk?

Any CITY employee can contact the UDT Service Desk.

*Is the helpdesk staff local? If not, where are they located? (**Note preference may be given to a City of Winter Springs based helpdesk**)*

UDT maintains a 24/7/365 Help Desk and a Network Operations Center (NOC) in Miramar FL. The NOC is in a safeguarded location where UDT's experts work to monitor all Client devices, track activity, and handle issues in real time.

Benefits – UDT Network Operations Center

- East, West, North & South ISP Connections.
- Battery Backup Systems to support brief power interruptions.
- Generator supported facility if long-term power interruptions occur with Tier 1 refueling.
- The facility is supported by 2 separate power grid connections.
- Secondary NOC, located in the Midwest for failover, in case of a natural MAJOR disaster affecting the primary Network Operations Center.

Are helpdesk staff employees of the support company or sub- contracted?

All Service Desk team members are employees of UDT.

Are helpdesk staff full-time?

YES

What is the skill/certification level of first-level helpdesk staff?

All Service Desk are Microsoft Certified Professional at a minimum with most other staff members maintaining numerous certifications with the multiple vendors that UDT support: Network+, Server+, Security+, AZ-900, MS-900, MD-100, MD-101, AZ-800, and AZ-801.

What happens if the helpdesk cannot resolve the problem?

See escalation diagram.

Does the helpdesk understand that they should never ask for CITY end user login passwords?

YES

Does the helpdesk understand they should never put sensitive information in any public communications?

YES

SECURITY

Describe your strategy for securing your client's data. Include PROPOSER's policies as well as any security certificates that you possess, including the year each was originally obtained.

UDT has a strong focus on security in all its offerings. There is an executive level focus to consistently invest heavily in its security practice and the expansion of the offerings that UDT provides its hundreds of clients. UDT employs certified security professionals who are experts in their respective practice areas, such as penetration testing, security, and vulnerability assessment, risk assessment, and incident response. As a result of UDT's security experience and expertise, in 2019, the firm introduced its UDTSecure™ product, an advanced suite of managed security and threat intelligence services and solutions that help secure assets and enhance overall security posture.

Explain how PROPOSER will ensure that the security clearances required are adhered to.

UDT has an internal compliance and training officer that ensures that employees are current with any required certifications or training required.

Describe PROPOSER's security certification and expertise.

UDT maintains numerous staff members with the following security certifications.

- PCIP
- CISA
- CEH
- CNDA
- CNMA
- CISSP

Along with various firewall and Security Appliance Vendor expertise certifications.

Describe PROPOSER's handling of multi-factor authentication internally.

Internally, UDT used Microsoft Authentication for multi-factor authentication.

Provide details of PROPOSER's practices for staying current on regulations, legislation, certifications, and compliance.

UDT has an internal compliance and training officer that ensures that employees are current with any required certifications or training required.

Describe background checks performed for all PROPOSER's staff.

UDT performs "standard" background checks as well as E-Verify on all employees.

UDT will comply with pre-stated CJIS requirements stated during the Presales engagement to include but not limited to CJIS Certification, Attestation, Background and Fingerprinting. This applies to all personnel accessing CJIS data.

How does PROPOSER stay informed regarding security alerts and/or events?

UDT offers a Security Operations Center that monitors systems for security alerts and security related events. Optional pricing has been included for this service.

How does PROPOSER notify and manage security events for your clients?

The monitoring tool creates automatic tickets in the ConnectWise system, with notifications being sent to the CITY per instructions created during the onboarding. Any remediation services required beyond those provided will be priced separately.

How does PROPOSER manage mobile device security?

The OpsRamp monitoring tool manages mobile devices.

How does PROPOSER ensure best security practices are being followed?

UDTSecure is rooted in thinking about security first, and how it connects with every part of your enterprise and beyond your four walls. Our goal is to help you secure your systems, devices, and users within your organization and secure the interactions and transactions with your partners and clients as well.

UDT, through UDT Secure, can address virtually every aspect of your cyber risk management and information security strategy, including vulnerabilities, compliance management, security operations, policies, user training, data, applications, devices, data center, and the cloud – with cybersecurity experts and systems designed to help you prevent, detect, respond, and recover from cyber threats and potential breaches.

If requested, UDT will quote and create a security program for the CITY.

Is an annual security assessment and report included in PROPOSER's service?

An annual security assessment is NOT included in the monthly pricing, but during the onboarding process, security services can be recommended for an additional fee.

MANAGEMENT DELIVERABLES AND REPORTS

Include descriptions of any reports used to summarize and provide detailed information for managed services customers.

Specific report types will be detailed during the onboarding process.

Include sample reports as attachments to the Proposal to provide an example of the types of reports that will be provided for this engagement.

Specific report types will be detailed during the onboarding process.

DOCUMENTATION AND RECORDS

Describe how PROPOSER would document and record maintenance, installation, performance, and changes to the system.

UDT will update the current documentation with maintenance, installations, performance, or other changes made to the systems.

Describe the documentation that PROPOSER would make available to The City of Winter Springs at the end of the contract period.

The Client standard operating procedures will be available to the CITY at the end of the contract period.

Describe how PROPOSER would maintain confidentiality in strict conformance with sensitive CITY data, State law and other Confidentiality laws and regulations.

To maintain confidentiality in strict conformance with any CITY data/information, the onsite technicians will sign the standard CITY NDA forms.

QUESTIONNAIRE 5: DOCUMENTATION AND REPORTING

Please provide up to two examples of documentation that PROPOSER would create on the CITY's behalf when setting up new systems.

SEE ATTACHMENT B

How does PROPOSER report daily and weekly activity to the CITY's IT manager?

On-going **Customer Service Review (Report)**: The proposed structure for a monthly/ quarterly meeting for the City of Winter Springs, will cover the following topics:

- Current overall status of the ongoing management process.

- Review of Critical Events and Adoption Barriers.
- Review of the business outcomes and Key Performance Indicators (KPIs).
- Review of the past period comparison of the Critical Service Levels: Key Performance Indicators (KPI) and Service Level Agreements (SLA).

A **custom dashboard** will be created showing period over period comparison of the KPI and SLAs. The dashboard will be comprised of the elements described defined during the onboarding meetings.

On-going Monthly Reporting: Using our process and City of Winter Springs approved reporting template, UDT provides repeatable, high-quality reporting that provides the City of Winter Springs with the needed information to support critical management decision-making.

Customer Success Manager: The CSM will deliver the ongoing monthly reports and provide a continuous presence for communication.

Do you have examples of reporting that PROPOSER would provide?

SEE ATTACHMENT B

QUESTIONNAIRE 6: SECURITY

All staff working on Police Department information systems shall submit to a full fingerprint-based background check to satisfy Criminal Justice Information Systems (CJIS) security policy and must comply with the requirements outlined in the CJIS Security Addendum. This information will be forwarded to the State of Florida for all clearances as required. The successful PROPOSER will not incur any costs other than their own staff time for this vetting process.

UDT will comply with requirements as required *satisfy Criminal Justice Information Systems (CJIS) security policy and must comply with the requirements outlined in the CJIS Security Addendum*

Please outline any experience PROPOSER has with these requirements and state how it will facilitate and maintain compliance with this requirement from onboarding throughout the term of the awarded Agreement.

UDT has 20 CJIS staff. Background checks are completed by a local agency in accordance with the customer's requirements. Today UDT employs a staff of technicians that have complied with multiple agencies who require CJIS training, Attestation, Background and Fingerprinting.

QUESTIONNAIRE 7: PROPOSER'S STAFF TRAINING

Describe how PROPOSER intends to ensure that all personnel contributing to the management of CITY's information technology system are properly trained and monitored to ensure that they are performing their duties at proficient levels.

UDT prides itself on staying current with training certifications. The following list is a testament to how seriously takes acquiring knowledge.

- 26 Total Cisco Certified Engineers | 10 CCIEs, 3 of which hold dual and/or triple CCIEs
- 15 Total Certified VMware Engineers with 6 VMware Certified Professionals (VCP) specializing vSphere, Data Center Virtualization and Data Center Administration
- 8 Total HP Enterprise Certified Engineers | 4 Aruba Certified Mobility Professionals
- 3 Aruba Certified Design Expert; ACDX = Highest level of Aruba Certification
- 4 HPE Master ASE specializing in Server and Networking; Master ASE = Highest level of HPE certification
- Over 30 Microsoft Certified Professionals | 15 Microsoft Solutions Experts (MCSE) specializing in Data Center
- 38 specializing in cloud technologies including Azure and Office 365
- Over 15 HP, Inc. Certified Technicians
- Our team of Dell / EMC certified engineers collectively hold over 15 expert level certifications spanning the entire solutions portfolio.

QUESTIONNAIRE 8: PROJECT MANAGEMENT

What experience in Project Management does PROPOSER's organization have?

UDT uses project managers for all onboarding of managed services projects, and professional service projects. Our 28+ years supporting customers, along with deep knowledge within the PMO office provides a strong level of experience to support the CITY. UDT will work with the CITY and the requirements of the awarded contract to create a tailored Onboarding Project Management Plan providing a management control system to plan, schedule, budget, manage, and report on our support performance during the onboarding. This approach is developed under the leadership of our Program Manager in alignment with the standards of the Project Management Body of Knowledge (PMBOK®)/ Capability Maturity Model Integration (CMMI)/ Information Technology Infrastructure Library (ITILv3) industry best practices and fully compliant with contract requirements.

Any certified PMP?

UDT maintains a Project Management Office (PMO) that manages all projects and has 6 PMP certified project managers.

QUESTIONNAIRE 9: INFRASTRUCTURE HEALTH MONITORING

Describe PROPOSER's monitoring tools and strategies to monitor and insure the stability of the computing environment at the CITY.

The OpsRamp Monitoring System provides 360-degree visibility for applications, servers, virtualization, containers, synthetics, storage, and network devices.

A monitor is a mechanism to check a device periodically for its behavior and performance. Using monitoring, you can gather information and keep track of the performance of your target resources.

As part of the onboarding process:

- All resources in your network are discovered and managed.
- Monitoring templates are assigned to monitor resources according to the configured metrics.
- Timely alerts are raised for quick action.

The dashboard acts as a window to monitor the health, performance, and availability of resources. The platform includes hundreds of built-in monitors that capture availability and performance metrics and optimal thresholds for supported resources.

Describe how these monitoring results would be communicated to the CITY.

On-going Customer Service Review (Report): The proposed structure for a monthly/ quarterly meeting for the City of Winter Springs, will cover the following topics:

- Current overall status of the ongoing management process.
- Review of Critical Events and Adoption Barriers.
- Review of the business outcomes and Key Performance Indicators (KPIs).
- Review of the past period comparison of the Critical Service Levels: Key Performance Indicators (KPI) and Service Level Agreements (SLA).

A custom dashboard will be created showing period over period comparison of the KPI and SLAs. The dashboard will be comprised of the elements described defined during the onboarding meetings.

On-going Monthly Reporting: Using our process and City of Winter Springs approved reporting template, UDT provides repeatable, high-quality reporting that provides the City of Winter Springs with the needed information to support critical management decision-making.

QUESTIONNAIRE 10: FEE STRUCTURE

The CITY requests a fixed fee structure all-inclusive of all services provided. Include a fee breakdown based on the fixed fee pricing model. Please provide the following Mandatory Forms (i) a Fee Structure Spreadsheet Price Proposal (See Appendix A Cost Proposal - Part 1), and (ii) Acceptance of Proposal Terms and Conditions (see Proposal Form 1 – Proposer Information and Acknowledgement Form). Please address the following:

Are monthly/quarterly/yearly costs increased or decreased due to environmental changes? If so, please describe (i.e. adding or removing servers or users).

Based on the CITY's current support requirements; provide PROPOSER's ongoing monthly/quarterly fees and what is included. Address specifically the following list of items and if not included, please provide any separate fees the CITY would incur. Please provide "a la carte" pricing for any services PROPOSER can provide which is not included in this list:

On-site Time
Helpdesk Support
After-hours Support
Response Time/Problem Resolution Time
Travel Time
Vendor Management
Training for City Users
Project Management
OS/Application Upgrades
Additional Equipment, Applications, and/or Users
Special Requests and/or Projects beyond the Scope of this RFP
Regular in-person Business Review
Regular Reporting on System Health in business terms
Response to Major System Problems or Outages
Coverage and Response During Emergency Operations and/or Activations
Overall Description and Outline of the Level of Service Included for the Proposed Fees

Describe work and related costs that are specifically excluded from the contract, i.e., any optional/incremental ongoing services or project fees, (see Appendix A Cost Proposal – Part 2).

Section G – Mandatory Proposal Forms – Legal

REFERENCE INFORMATION FORM

IT Managed Services

RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name: Managed IT as a Service	
Type of Project/Service: Remote Monitoring & Management, including patch management	
Address: 9800 NW 41st St., Ste. 400 Miami FL 33178	
Contracting Agency/Client: World Fuel Services	
Contact Name and Phone #: Josh McLean, CIO 800-245-3818	
Contact Email Address and Fax #: jmclean@wfscorp.com	
Contract Amount: $4.2 Million.	*Date Work Performed*: ongoing
Project #2:	
Project Name: Managed IT & Security Services	
Type of Project/Service: SOC/Patch Management/Risk Management/Asset Management	
Address: 8001 Northwest 79 Ave, Miami, FL 33166	
Contracting Agency/Client: Seaboard Marine	
Contact Name and Phone #: Roberto Perez de la Cruz, Sr Manager, IT Security 305-863-4444	
Contact Email Address and Fax #: roberto.perez@seaboardmarine.com 305-863-4400	
Contract Amount: $1.8 Million	*Date Work Performed:* ongoing
Project #3:	
Project Name: Managed IT as a Service	
Type of Project/Service: Remote Monitoring & Management, including patch management, Help Desk Support	
Address: 4425 Ponce De Leon Blvd, 4th Floor, Coral Gables, FL 33146	
Contracting Agency/Client: Bayview Asset Management LLC	
Contact Name and Phone #: Eddie Buitrago, VP IT Project Mgmt/Operations 954-554-8085	
Contact Email Address and Fax #: eddiebuitrago@bayview.com	
Contract Amount: $3.5 Million	*Date Work* Performed: ongoing

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

United Data Technologies, Inc. dba UDT
PROPOSER

Authorized Signature

CFO
Officer Title

7/31/23
Date

RFP # 06-23-01 JD **MANDATORY FORM**

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

Fernando Fernandez - CFO
(Printed Name and Title)

United Data Technologies, Inc. dba UDT
PROPOSER

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this 14 day of August, 2023 by Fernando Fernandez the Chief Financial Officer of United Data Technologies, a _____ (X) who is personally known to me or (____) who produced _____ as identification.

JOSEPHINE MOSS
MY COMMISSION EXPIRES AUGUST 24, 2025
#HH 148569
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Print Name: Josie Moss

My Commission Expires: 08-24-25

RFP # 06-23-01 JD MANDATORY FORM

Proposal form F

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF Florida

COUNTY OF Broward

Fernando Fernandez, being duly sworn, deposes and says that:

(1) He/she is CFO (Title) of United Data Technologies, Inc. dba UDT (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) CFO (Title)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this August 1, 2023 by Fernando Fernandez, who is (__)personally known to me or (___) who has produced _____ as identification and who (did / did not) take an oath.

_____ (Signature of Notary Public)

JOSEPHINE MOSS
MY COMMISSION EXPIRES AUGUST 24, 2025
#HH 148560
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____ (Name of Notary Typed, Printed or Stamped) Notary Public

_____ (Commission Number)

RFP # 06-23-01 JD MANDATORY FORM

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

United Data Technologies, Inc. dba UDT does:
PROPOSER

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

7/31/23

(Authorized Signature) (Date)

Fernando Fernandez - CFO
(Print/Type Name as Signed Above

RFP # 06-23-01 JD MANDATORY FORM

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: United Data Technologies, Inc. dba UDT

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services**.

2. This sworn statement is submitted by (PROPOSER) United Data Technologies, Inc. dba UDT whose business address is 2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027 and (if applicable) Federal Employer Identification Number (FEIN) is 65-0566138 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Fernando Fernandez and my relationship to the PROPOSER named above is CFO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime: or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

7/31/23

Signature Date:

RFP # 06-23-01 JD MANDATORY FORM

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Broward

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 1st day of August, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 08-24-25
Notary Public

JOSEPHINE MOSS
MY COMMISSION EXPIRES AUGUST 24, 2025
#HH 148580
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

RFP # 06-23-01 JD MANDATORY FORM

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: United Data Technologies, Inc. dba UDT

Authorized Signature: _____

Title: CFO

Date: 7/31/23

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services.**
This sworn statement is submitted by (PROPOSER) United Data Technologies, Inc. dba UDT whose business address is

2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027 and (if applicable) Federal Employer Identification Number (FEIN) is

65-0566138 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.) My name is Fernando Fernandez and my relationship

to the PROPOSER named above is CFO.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature 7/31/23
Date:

STATE OF Florida

COUNTY OF Broward

JOSEPHINE MOSS
MY COMMISSION EXPIRES AUGUST 24, 2025
NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 31 day of August, 20 23, personally known to me, or has provided _____ as identification.

_____ My Commission expires: 08-24-25
Notary Signature

RFP # 06-23-01 JD MANDATORY FORM

CONFLICT OF INTEREST STATEMENT

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5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature 7/31/23 Date:

STATE OF Florida

COUNTY OF Broward

JOSEPHINE MOSS MY COMMISSION EXPIRES AUGUST 24, 2025 NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn, affixed his/her signature at the space provided above on this 31 day of August, 20 23 is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 08-24-25
Notary Signature

RFP # 06-23-01 JD MANDATORY FORM

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Fernando Fernandez — 7/31/23

Printed Name/Signature of Contractor Employee — Date

Enrique A. Fleches — 7/31/23

Printed Name/Signature of Contractor Representative — Date

United Data Technologies, Inc. dba UDT

Organization and Title of Co

RFP # 06-23-01 JD MANDATORY FORM

Section H – Florida State Corporate Filing

1. All Proposals must be signed with the PROPOSER's name and by an officer or employee having authority to bind the PROPOSER by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution or a Power of Attorney.

Detail by Entity Name

Florida Profit Corporation
UNITED DATA TECHNOLOGIES, INC.

Filing Information

Document Number	P95000023595
FEI/EIN Number	65-0566138
Date Filed	03/23/1995
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/13/2021
Event Effective Date	NONE

Principal Address

2900 MONARCH LAKES BLVD,
SUITE 300
MIRAMAR, FL 33027-3956

Officer/Director Detail

Name & Address

Title CEO

FLECHES, ENRIQUE A
2900 MONARCH LAKES BLVD,
SUITE 300
MIRAMAR, FL 33027-3956

Title President

AMARO, GERARD
2900 MONARCH LAKES BLVD,
SUITE 300
MIRAMAR, FL 33027-3956

Title CFO

Fernandez, Fernando
2900 Monarch Lakes Blvd
Suite 300
Miramar, FL 33027

Title EVP

Pena, Jesus
2900 Monarch Lakes Blvd
Suite 300
Miramar, FL 33027

Appendix A – Staff Resumes

Jessica Gomez, Director of Project Management Office

SUMMARY

Ms. Jessica Gomez is the Director of Project Management at UDT. She has 24 years of experience working in IT Infrastructure, Software Development and Cloud Management projects across multi-Private, Public & Government Sectors in industries such as: Banking, Aviation, Education, Insurance, Fleet Management, Commercial Real Estate and more.

As a strong analytical & critical skills leader within our organization, she provides guidance, mentorship, and direction by application of Project Management Institute (PMI) methodologies, Service Delivery Management, Process Improvement and Lessons Learned case studies.

Education & Training

- ✓ Master of Business Administration, Executive MBA, 2017
- ✓ Robert Morris University, bachelor's in business administration (BBA)
- ✓ ISO9001:2000 Quality Lead Auditor in Quality Management Systems
- ✓ Six Sigma Green Belt

Active Certifications

- ✓ Project Management Institute, PMP,

Recognized for improving process workflows, root cause analysis, drive for solutions, and the ability to manage team dynamics.

Her ability to continuously improve critical initiatives required to achieve unified goals makes her an asset to our team.

Now a resident of South Florida, Jessica is a Chicago, Illinois native and obtained her Master of Business Administration (MBA) from the University of Central Florida in Orlando.

SKILLS AND TECHNOLOGIES

Application of Agile, Scrum & Waterfall Project Management Methodologies

Software & Systems Development Life Cycle (SDLC)

Construction of Work Breakdown Structure Masterclass (Product/Deliverables)

EXPERIENCE

05/2022 – Present	Director of Project Management	UDT

Direct and oversee the Project Management Office (PMO) to ensure service projects meet organization goals and requirements. Develop and implement PMO processes, governance and policies, direct project management staff and work with other leaders to define, prioritize and develop projects/programs across multiple lines of business.

- Communication to key stakeholders Organizations Project Portfolio
- Manage day to day PMO activities.
- Oversee customer escalations and customer satisfaction incidents to positive outcomes

04/2019 – 05/2022	Sr. Project Manager	UDT

Oversee and ensure the successful delivery and management of projects within scope, quality, time and budget that may be clearly defined or may require dynamic change management to delivery business value. Work with technology teams and lead overall project management and planning of initiatives, including customer facing and non-customer facing engagements.

- Manage a portfolio of complex projects that span multiple lines of business and its project lifecycle.
- Develop and deliver progress reports, proposals, requirements documentation and presentations to various audiences, including project team, sponsors, and key stakeholders.
- Establish practices, templates, policies, tools and partnerships to expand and mature capabilities across the organization.
- Manage all aspects of project and program engagement from planning, external vendor relationships, communications, resources, budget, change, risks and issues.

Accomplishments:

- Developed and managed complete core Data Center relocation for a multi-billion dollar international financial mortgage services company, including: redesign of all core Network infrastructure to include implementation and deployment of SDWAN. Move consisted of consolidating old legacy based servers into new Nutanix Hyperconverged infrastructure estimated at $15MUSD. Project consisted of overall budget management, procurement and buildout of strategic planning of deployment.

04/2017 – 04/2019	Sr. Cloud & Launch Integrations PM	Ultimate Software

Managed Cloud Services projects supporting cross-departmental initiatives, including: Security, Development, IaaS, PaaS, MaaS, and SaaS organizations.

- Manage all aspects of project and program engagement from planning, external vendor relationships, communications, resources, budget, change, risks and issues.

2004 – 2014	Sr. IT RFP Project Manager	IBM Global Services

Served as single point of contact and stakeholder interface, escalation management and overall service delivery of product service lines. Managed global teams with over 50 resources segregated by expertise, including: Accenture (Manila), UNIX (India), Oracle/Sun (US), Oracle DBAs (Brazil), PeopleSoft & Project Office (USA).

Accomplishments:

- Lead complex ($700K to $1.5MUSD) infrastructure projects.
- Provided a delivered advising tool in PeopleSoft that converts University undergraduate degree audit functions from the currently used DARS system to the PeopleSoft Academic Advisement system. ($3.5MUSD).
- Managed operational readiness of two BP Americas Data Center relocations from Dallas, TX & Atlanta, GA and a Disaster Recovery and Back up Data Center in Chicago, Illinois. This $6.5MUSD international Project was managed by four segregated work streams as a collaborated effort to meet tight project schedule of 10 months with a support team of more than 100 resources across five countries reporting to project office.

Richard Reynoso / VP of Managed Services

SUMMARY

Mr. Richard Reynoso is the VP of Managed Services at UDT, a leading technology enabler that helps clients in major industries evaluate, architect, secure and manage technology on premises, in mobile and in the cloud. Richard is an accomplished and technically savvy hands-on IT professional with 30+ years of diverse experience across all aspects of technology management and project leadership, with a strong focus in business process optimization. A deep knowledge base and collaborative spirit facilitate team-based environments that maximize productivity, efficiency, and loyalty at every level of the corporate structure. Intuitive problem solving and up-to-date certifications guarantee the transformation of both corporate and client requirements into breakthrough technological solutions, which exceed all expectations in fulfilling immediate goals and long-term objectives.

Education & Training

Master of Business Administration • *Colorado State University*

Bachelor of Science in Technical Management • *DeVry University*

Bachelor of Engineering in Mechanical Engineering • The City College of the City University of New York (5 years completed, candidate)

Active Certifications

- Certified Information Systems Security Professional (CISSP)
- Certified Chief Information Security Officer (CCISO)
- CompTIA Cybersecurity Analyst (CySA+)
- ITIL Foundation v3
- Microsoft Certified Systems Engineer (MCSE), # 295675
- Citrix Certified Expert – Virtualization (CCE-V)
- Certified Information Security Auditor

- Drives company's growth strategies for services and solutions while ensuring high customer satisfaction.
- Exceptional leadership abilities and motivational management style supports employee growth, development, and fulfillment of career potential.
- Strategic decision-making skills complement progressive communications and fluency in Spanish, maximizing success in seizing new business opportunities.

EXPERIENCE

2012 – Present	VP of Managed Services	United Data Technologies

United Data Technologies — Miramar, FL 2012 — Present

Technology enabler known for helping clients accomplish more by evaluating, architecting, providing, securing, and managing solutions to heighten their impact in a hyper-connected world.

Vice President, Managed IT Services

Designed and Implemented UDT's Managed Services Business Unit.

Key Achievements

- Implemented UDT's Managed Service Provide (MSP) Line of Business
  - Created, Implemented and Operate UDT's Global 24x7x365 Network Operation Center (NOC)
  - Created, Implemented and Operate UDT's 24x7x365 Service Desk
  - Created, Implemented and Operate UDT's Global 24x7x365 Security Operations Center (SOC)
- Business Operation Design and Optimization
- Product Offering Design and Management
- Outcome Based Service Delivery Design and Optimization
- Customer Success Design and Optimization
- Information Security Risk Management and Auditing

2009-2012	Manager Citrix Consulting Services	Citrix Systems

Provides server & desktop virtualization, networking, and cloud computing technologies for organizations worldwide.

Manager, Citrix Consulting Services

Coordinated cross-functional consulting, project planning, and sales engagements for new and existing clients, leading as authority on Citrix methodologies products and related technologies. Steered positioning within client business to enhance development and implementation, as well as eliminate project resource and risk issues. Contributed to major design, implementation, and assessment projects in the finance, government, healthcare, insurance, manufacturing, media, software, and telecommunications industries. Monitored and mentored the consultancy team in order to fulfill all corporate initiatives and process compliance.

Key Achievements

- Secured more than $2.5 Million of additional work in the sales pipeline through initial consulting efforts with major organizations in the financial and health sectors.
- Streamlined the Citrix Consulting Architect Team (CCAT)'s New Hire Training (NHT) process by utilizing Six Sigma techniques to increase the retention of all experienced new hires within the group.
- Pioneered a new service offering, the XenDesktop Organization Support Design (OSD), to assist customers in establishing operational IT service and support structures for Citrix XenDesktop implementations.
- Completed projects on time and budget for the Administrative Office of the Pennsylvania Courts, Comcast, Common Wealth Health Corporation, Hospital Corporation of America, Keystone Mercy Health Plan, New Hanover Regional Medical Center, Pattison Sign Group, Prudential Insurance, Raymond James, State Farm, Sybase, TDAmeritrade, USDA National Finance Center, Verizon Wireless, and Yale New Haven Health System.

2006 – 2009	IT Infrastructure Manager	HEICO

IT Infrastructure Manager

Coordinated a $5M departmental budget, hardware and software expenditures, staffing, vendors, IT facilities, and corporate growth strategies regarding global server and network infrastructure. Supervised the hiring, performance, and professional development planning for senior-level network, server, telecom and SAN engineers and database administrators, organizing internal training and Microsoft Certified System Engineering courses. Conducted gap analysis of IT network/security processes and Standard Operating Procedures to augment network, desktop, and server controls. Spearheaded disaster recovery testing as well as integrated SOX 404 compliance.

Key Achievements

- Yielded $1.5M in cost savings in 10 months by administering the consolidation of 80% of datacenter servers through the utilization of VMware Virtual Infrastructure technologies.
- Facilitated the professional advancement of numerous staff, from administrative to senior level IT, via the creation of personalized Professional Development Plans. Motivated and guided each employee with regard to work performance, career goals and growth, taking personal pride in assisting them in the achievement of their professional aspirations.
- Reduced costs by evangelizing and leveraging virtualization technologies and initiatives with high return on investment, such as Citrix XenApp, datacenter optimization, network redesign, and VoIP implementations.
- Improved corporate functionality by interviewing key business leaders, assessing and creating workflows, and improving processes with new information system technologies, which resulted in a 35% increase in team member input on self-service tickets via the Case Management System (CMS).

George Fernandez, VP of Managed Services

Summary

Mr. George Fernandez

George Fernandez is the Vice President of Managed Solutions at UDT, a leading technology enabler that helps clients in major industries evaluate, architect, secure and manage technology on premises, in mobile and in the cloud. George has accumulated over 25 years of experience leading the design, development and implementation of high-performance technology and information security and infrastructure solutions and strategies. He has a strong record of success in managing robust IT High Reliable Organizations (HRO) and a proven ability to bring the benefits of IT and IS to solve business issues.

Education & Training

- ✓ Bachelor of Science, International Marketing and Business Administration, 06/1998

Active Certifications

- ✓ Microsoft Certified System Engineer
- ✓ Microsoft Certified Administrator
- ✓ Microsoft Certified Professional
- ✓ ITIL v2

Skills and Technologies

As the Vice President of Managed Solutions, George specializes in processes, procedures, solution building, pricing, budgeting, and presentation of technology solutions. Leading the pre-sales and managed solution productization efforts and teams for the Managed IT as a Service division of UDT, his focus is on customer needs and satisfaction.

Experience

06/2016– Present	VP of Managed Solutions	United Data Technologies, Inc.

Lead the Managed Solution product and pre-sales strategy for all regions, in order to deliver UDT's Managed Solutions to our clients in an effective, efficient and financially stable manner.

- Global leadership and oversight of all Pre-Sales activities and teams.
- Lead the Product and Solution development efforts for all Managed Services (Infrastructure, Security and End User)
- Oversee all Pricing and Revenue Generating efforts for the Managed Solutions division.

01/2013 – 05/2016	Chief Information Officer	Gibraltar Private Bank and Trust

Executive leadership of this financial institutions Technology and Cyber Security efforts and activities.

- Maintain the Technology Road Map and Strategy according to regulatory and banking customer needs.
- Maintain a Secure efficient and effective infrastructure and cyber security and compliance strategy.
- Chair of the Technology and Compliance Board
- Regulatory and Compliance Leadership Committee Vice President

01/2011 – 01/2016	Chief Executive Officer	NetCore Solutions, Inc.

Owner of a regional Managed Services Provider, with over 100 customers throughout the South Florida region. Successfully lead an exit strategy to gain acquisition from a Global Leading Managed Services provider.

- Built and maintained a startup company from a zero-customer base into a 100+ customer, financially stable and profitable company.
- Innovator and initial adopter of a Managed Services model. Transforming from a "break fix" support delivery model to a 100% managed service model.

Tim Cotterill, SOC Manager

SUMMARY

Results-driven **IT SECURITY PROFESSIONAL** with 14+ years of experience in network security design and implementation in support of military and business objectives. Drives high project delivery rate with full life cycle management, including team collaboration, team process management, testing, and support. Expertise in systems analysis, risk assessment, data integrity, and disaster recovery. Manages projects from initial client interface through delivery and system support. Great with accurately communicating expectations.

SKILLS AND TECHNOLOGIES

Strategic Systems Design and Support

- Command and control of system security; assess threats and vulnerabilities to plan for service continuity.
- Communicate, develop, and track projects, managing change and assessing risk.
- Evaluate systems to recommend new technologies; implement upgrades.
- Management of classified security systems.

Education & Training

COMMUNITY COLLEGE OF THE AIR FORCE, Montgomery, AL 2012

✓ A.S. in Computer Science

UNIVERSITY OF SOUTH FLORIDA, Tampa, FL 2004

✓ **B.S.,** Mechanical Engineering

Active Certifications

✓ Department of Defense TS/SCI security clearance
✓ CISSP
✓ CEH
✓ CCSP
✓ CERT-RMM Carnegie Mellon University
✓ USPS Public Trust

Systems Development Life Cycle (SDLC) Expertise

- Manage systems development, including design, development, test, validation, documentation, and technology transfer.
- Drive consistency and clarity on deliverables and priorities through the entire life cycle, collaborating with cross-functional teams to meet high standards.
- Manage intricate project timelines, logistics, and budgets to deliver client satisfaction.
- Manage and guide team operations; build consensus to manage change.

Technical Capabilities

- **Platforms**: Linux (Red Hat), Windows Server 2003/2008/2012, MySQL, Microsoft SQL
- **Networking**: TCP/IP, PKI, SSH, VPN, Ethernet, Token Ring, BGP
- **Tools**: Splunk, Tenable, Snort, McAfee/Norton, DRA, Tanium, Symantec SSIM & EP, ServiceNow, Cisco firewall, Cisco IDS/IP

EXPERIENCE

3/2022 - Current	SOC Manager	United Data Technologies

Summary work description.

- Managing SOC engineers
- Developing and implementing security policies.
- Establishing SOC performance goals and priorities.
- Overseeing SOC activities.
- Managing SOC tools and resources.
- Leading incident response efforts.
- Analyzing incident reports.

4/2016 – 12/2021	Corporate Information Security	United States Postal Service

Summary work description.

- Managed cybersecurity activities across the enterprise and assist with security policies.
- Managed the design and implementation of Enterprise-wide re-alignment of Employee & Contractor role-based access levels.
- Provided quarterly metrics and updates to Executive leadership.
- Monitored updates to Standard Operating Procedures (SOPs) and training documentation.
- Contributed to the development of Plan of Action support of security weaknesses and vulnerabilities.
- Develop and manage detailed assessments of the defensive posture of the network environment.

11/2010 - Current	Cyber Intelligence	United States Air Force

Summary work description.

- Managed team of engineers with cross platform migrations of mission critical systems.
- Assess threats, risks, and vulnerabilities from emerging security issues; perform system security audits.
- Analyze processes to identify improvements and measure success of identified improvements.
- Lead flight of 48 military personnel in charge of auditing, reviewing, and provide recommendation of large-scale upgrades.
- Prioritize goals for team and report accomplishments to senior military leadership.

James Smith, Director of Cloud Security

SUMMARY

James joined the UDT team in 2017 with over 13 years' experience as a Senior Engineer. Prior to becoming part of the UDT team, James's career provided him with the opportunity to work on a variety of different technologies. He is proficient in Microsoft Server, PKI, Microsoft's UC Platform, Intune, System Center, Windows Deployments, Messaging, Storage, Virtualization and Azure. James has been responsible for Enterprise level Implementation of Security best practices following Nation Institute of Standards and Technology (NIST), Center of Internet Security (CIS) Critical Controls, Exchange and Exchange Online migrations, Windows Deployments, System Center Implementations and Upgrades, Multi-Tier PKI Deployments and Migrations, Lync Migrations, Skype for Business Migrations, Disaster Recovery solutions, Active Directory Migrations, Virtualization full Deployments and Upgrades, Storage (SAN) Deployments and Replication and Azure IaaS with a focus on Azure AD, Microsoft Defender Suite, Azure B2B and Azure B2C. James's main focus throughout his career has been to work with clients to design a solution that meets their business and technical needs, yet making sure that the client is able to easily understand and feels comfortable with how the solution is integrated into their existing infrastructure throughout the planning and implementation phases of a project and provide thorough knowledge transfer throughout.

Education & Training

- CPI – 05/2004
- A.A.S Degree: Computer Electronics Technology with a Major in Computer Network Technology.
- ECPI – 10/2004
- A.A.S Degree: Computer Electronics Technology with a Major in Wireless Communications
- The Wharton School of Business – 04/2021
- Completed the Management Development Program

Active Certifications

Management Development Program: Develop your Managerial Mindset
Certified Customer Service Specialist
Microsoft Certified Professional
MCSE Cloud Platform and Infrastructure

EXPERIENCE

04/2022 – Current	Director of Cloud Security	UDT

Lead the Cloud Security Architecture team, serve as a thought leader through active engagement of customers, solution development in a cross functional fashion and collaboration with other areas of the business and business partners (OEM's). Contribute to the overall UDT cloud architecture and lead the security vision and strategy around cloud-based applications, across all types (including Infrastructure, Platform, and Software as a Service (IaaS/PaaS/SaaS) and on-premises architecture.

- Lead technical pre-sales role specialized in Microsoft Security cloud technologies
- Strategic partner to UDT's sales organization and account managers, partnering with them through different customers Security opportunities

- Evangelist of UDT Security solutions and participate in activities related to go to market campaigns, including presentations, demos and ask the expert sessions
- Conduct technical product presentations and product demos, highlighting the core solution or product features, and emphasizing the Security, technical and business value.
- Continuously review and recommend improvements to the existing security architecture with a focus on driving high impact advancements.
- Plan, improve and implement high-value security solutions to build in security and provide a “paved road” for Product teams.
- Design and develop security architectures for cloud and cloud/hybrid-based systems. Possess a very strong understanding of Microsoft Azure Security strategy and offerings.
- Begin understanding of the offerings within VMware, Amazon Web Services (AWS) and Google (GPC) security architecture.
- Based on business requirements, design and implement cloud-native architectures and designs that will allow those requirements to be met with a minimal degree of risk to Organization and with appropriate security controls present.
- Design and deploy dynamically scalable, available, fault-tolerant, and reliable security solutions on premise and in the Cloud.
- Work with the UDT Secure brand to align and provide security architectural assurance, risk assessment and threat modeling on services and applications that are created.
- Work with the UDT Secure brand to validate and continuously adapt Risk Management program objectives into Security technologies to implement solutions
- Provide mentoring and cross training to other Security practitioners across UDT.
- Stay up to date with the latest vulnerabilities, exploits, security trends and general changes in technology to provide guidance on how these affect the security of our customers and how the technologies we implement impact greater success against them.
- Act as the security liaison and technical SME to help customer security teams with implementing and improving their services.
- Support Risk and Compliance teams in security audits.

07/2021 – 04/2022	AVP, Foundational Technology	Conquest Cyber

Worked with internal Teams to identify and validate solutions would meet customer needs. Worked as part of the Executive Team to ensure that deadlines were met for internal deliverables, technology was evaluated before implementation for risk and assisted with the overall approach to cyber security.

- Implemented and ensured Agile Delivery Methodology is applied across entire functional portfolio.
- Set team's annual deliverables/objectives and performance goals.
- Provided leadership and technical presales support throughout the customer lifecycle.
- Responsible for the development and management of P&L ensuring the attainment of financial and business objectives.
- Supervising, developing, and recruiting of talent across all levels within the organization.
- Negotiating and administering contracts with vendors for a variety of technology services and equipment.

- Developed, directed, and approved the design of enterprise-wide security systems and programs.
- Ensured disaster recovery and business continuity plans were in place and tested.
- Identified, monitored, reported, and controlled security threats and incidents; Took proactive measures to maintain security.
- Reviewed and approved security policies, controls, and cyber incident response planning.
- Reviewed investigations after breaches or incidents, including impact analysis and recommendations for avoiding similar vulnerabilities.
- Maintained a current understanding the IT threat landscape for all industries.
- Ensured compliance with the changing laws and applicable regulations in information security.
- Translated knowledge to identification of risks and actionable plans to protect the business and customers.
- Scheduled periodic security audits.
- Ensured cyber security policies and procedures were communicated to all personnel and that compliance is strictly enforced; Collaborated with Legal and HR to establish standard security trainings
- Constantly updated the cyber security strategy to leverage new technology and threat information.
- Communicated best practices and risks to all parts of the business, outside IT.
- Provided hands-on leadership of the cloud engineering and DevOps teams.
- Provided the vision, roadmap, and support for the implementation of our PaaS/SaaS products.
- Enabled the DevOps experience by transforming culture from legacy practices by using tools such as Ansible, Terraform, GitHub, GitLab, ARM Templates, and scripting.
- Worked closely with other cross functional leaders to make sure we are building the right thing at the right time.
- Provided leadership and experience in securing infrastructure, code, and data.

Noah Witte, Sr. Cybersecurity Engineer

Summary

Mr. Noah Witte

Since 2017 Noah has been the lead member of the UDT CISO as a Service team. Responsible for working with an organization to form and implement a security program that is aligned to the business' risk management goals as well as reporting the roadmap and status for each phase to the Board of Directors on a quarterly basis. Conducts internal and external network, web application, and wireless network penetration tests, risk assessments, and social engineering assessments. Performs research and development to ensure the latest attack tactics are utilized during each engagement.

Education & Training

Bachelor of Science in Information Technology and Software Engineering, Cum Laude, University of Miami (Coral Gables, FL)

Active Certifications

- ✓ $(ISC)^2$
- ✓ CISSP

Additional Responsibilities:

- Coordinates with third-party assessors for outside penetration testing as required.
- Presents results concurrently to organization senior leadership, information technology staff, and application developers to ensure staff understands immediate risk to their networks and applications.
- Assists with scoping engagements and leading engagements from presales engineering phase all the way through to project kickoff and follow-up calls after report delivery.

Experience

04/2014 – 04/2017	Application Vulnerability Assessment Analyst	Citi

- Performed numerous vulnerability assessments on web applications and mobile (iOS and Android) applications.
- Acted as a Mobile SME for any investigations regarding mobile application vulnerabilities and their risk ratings.
- Completed a Standard Build Infrastructure Vulnerability Assessment on IBM's Datapower X152 XML Integration Appliance
- Created the methodology and associated documentation for a new type of testing process (Mobile Testing Suite) that, through the use of automated tools, would allow for a quicker analysis and turnaround time for static changes in Citi's mobile applications; provided training to a team of testers that would end up carrying out these assessments.
- Responsible for managing inventory of mobile testing devices, ensuring that we have the latest versions of the mobile OS available whenever a jailbreak is available.
- Participated in a Red Team Assessment in which we validated preventative and detective controls against an exploitation scenario that would use the scripting capabilities of the CHM (Compiled HTML Help) file format.
- Worked as a project manager for six testers with the end goal of limiting their distractions and handling all interactions with the business, allowing them to focus on efficiently performing their vulnerability assessments.

- Helped to create and run an entirely new process that allows a tester to focus on performing one manual assessment at a time as opposed to having an entire queue of tests to worry about. This process has been implemented throughout the entire United States VA team.
- Created a new hire program in order to onboard and train new employees more efficiently.
- Constantly thinking of ways to improve the current process and developing improvements in order to make it more efficient.

01/2012 – 04/2014	Information Security Consultant	ERMProtect

- Assist various Fortune 500 organizations to comply with federal regulations (e.g., GLBA, FACTA, HIPAA, FedRAMP)
- Responsible for performing numerous security vulnerability assessments and audits on platforms such as Windows, Cisco Routers and Switches, ASA and PIX Firewalls, Intrusion Detection and Prevention Systems, Microsoft Exchange, MsSQL, and Antivirus implementations.
- Responsible for performing social engineering engagements, network penetration tests (internal, external, wireless, and web application), risk and vulnerability assessments, and IT audits for clients in various industries.
- Responsible for performing computer forensics during major security breach investigations.
- Responsible for performing PCI-ASV scans and PCI-QSA security engagements and audits for clients processing credit cards.
- Responsible for performing mobile device security assessments for clients in the banking industry.
- Responsible for developing a Business Impact Analysis for a financial institution.
- Responsible for developing and implementing a VoIP implementation penetration test.
- Head of research and development for the company's Mobile Forensic services
- Responsible for organizing webinars and ensuring that they run smoothly. Extensive use of WebEx and GoToWebinar/GoToMeeting.
- Responsible for developing all the policies and procedures for an information system implementation.

Alain Alvarez, IT Operations Manager

SUMMARY

Mr. Alain Alvarez

IT Operations Manager with extensive technical expertise and management experience, holding certifications like 2xMCSE, MCSA, MCT, MCAAA, MCTS, CCA-N, VCP-DCV, and CCNA. With over 20 years of experience in the field, I have a deep understanding of problem-solving computer issues, systems configuration, routing, and switching configuration, and I am well-versed in using Microsoft and Apple products for our customers, assisted by advanced analytics tools.

As a dedicated professional, I am committed to delivering the highest quality customer service and guiding my team to provide the best technical support. I have previous experience in Health Care Systems and Management Service Providers, providing me with a broad perspective and diverse skill set to drive success. My management experience has equipped me with the leadership skills necessary to guide my team to meet and exceed customer expectations while managing resources effectively.

Education & Training

- MS Teaching English as Second Language - 2022
- Active Certifications
- 2xMCSE
- MCT
- MCE
- ITILv4
- VCP-DCV
- Azure Administrator
- Azure Solution Architect Expert

SKILLS AND TECHNOLOGIES

IT MANAGEMENT • ITIL • IT SERVICE MANAGEMENT • CUSTOMER SERVICE • OFFICE 365 • AZURE

04/2023 – Present	IT Operations Manager	UDT

- Overseeing day-to-day IT operations to ensure efficient functioning of client technology systems.
- Managing a team of technical staff.
- Establishing IT policies and procedures.
- Monitoring performance metrics.
- Collaborating with other departments to identify areas for improvement and implement solutions.
- Increasing productivity and reducing costs.
- Ensuring technology systems are secure and compliant with industry standards.
- Providing exceptional service to clients.

10/2021 – 01/2023	Service Desk Supervisor	UDT

- Leading a team of service desk analysts.
- Providing technical support to end-users.

- Ensuring timely response and resolution of service requests.
- Monitoring team performance and identifying areas for improvement.
- Providing coaching and training to team members.
- Collaborating with other IT teams to address complex issues.

01/2021 – 10/2021	NOC Level II Engineer	UDT

- Monitoring and maintaining the network infrastructure.
- Identifying and resolving network-related issues.
- Ensuring smooth network operations.
- Collaborating with other IT teams to resolve complex problems.
- Providing reliable network services to clients.

08/2019 – 01/2021	Service Desk Analyst II	UDT

- Providing technical support to end-users for hardware, software, and network-related issues.
- Documenting support incidents and updating knowledge base articles.
- Collaborating with IT teams to address intricate challenges.
- Maintaining smooth IT operations

Carlos Arribas, Director of Service Delivery Managed Services

SUMMARY

Mr. Carlos Arriba's

As of January 2022, Carlos has been Leading the Service Delivery Practice for UDT.

- Lead a team of Service Delivery Professionals, ensuring customer satisfaction, service delivery and customer retention.
- Partnering with clients to meet the challenges of their evolving business needs and how technology and service can help them succeed.

Education & Training

- ✓ Bachelor of Science (non-accredited, Business Management, 05/2009.
- ✓ University of Miami, undergraduate 2 years

Active Certifications

- ✓ Applied Electronics, RETS Technical Training Centers
- ✓ Telecommunications Services

SKILLS AND TECHNOLOGIES

Software Development, MS System Administration, Management and Leadership, Financial Analysis and Management, Life Cycle Management, Vendor Management, Project Management and Service Delivery

EXPERIENCE

05/2020 – 01/2022	Service Delivery Manager	UDT

Oversee accounts in our Commercial and Fed Ramp portfolio and deliver IT services while expanding services to meet client challenges.

- Managed and expanded accounts by providing custom service offerings that improved the business value of Managed IT services to the client.
- Ensure that services were delivered within SLAs, deliver QBRs, analysis business issue while improving KPIs.
- Implemented a market specific ITSM Toll within the Fed Ramp space.

12/2019 – 05/2020	IT Service Manager	Royal Caribbean Cruises

Managed the IT Hardware Asset Management (HAM) team managing IT hardware assets (CI's) throughout the asset life cycle.

- Lead the implementation and ongoing maintenance of the enterprise ITAM HAM (Hardware Asset Management)
- program.
- Aligned ITAM HAM policies and processes to facilitate IT processes across global entities to ensure compliance.
- Lead IT Operations of hardware asset management throughout the asset lifecycle from procurement to disposal.
- Set goals and managed HAM personnel, and established deadlines related to the asset lifecycle including end of life activities.

- Leveraged ITAM Practices to offset corporate expenditures on repairs, maintenance, and support contracts.

General Roles that will also support day to day activities:

Role	Deliverables
UDT Program Manager (Supplier Service Transition Manager)	• Oversees all on-going transition activities from Initiation to Go Live. • Serves as the single point of contact (SPOC) for CITY OF WINTER SPRINGS leadership, during transition to support. • Maintains frequent and comprehensive status reporting to project stakeholders. • Manages and executes communication progress tracking control. • Documents meetings and maintains project artifacts repository
UDT Service Delivery Manager	• Supports the Program Manager during the Initiation and Transition and will take a lead role in the operational support stage. • Manages contractual obligations and service levels defined during transition. • Identifies, manages and resolves service delivery issues that arise • Maintains on-going and communication about staff, metrics, performance, and change management with CITY OF WINTER SPRINGS operational stakeholders.
Account Manager	• Continually gathers feedback from CITY OF WINTER SPRINGS project stakeholders to ensure and validate operational excellence is being achieved. • Serves as point of contact for escalation and resolution of critical issues • Develops and assists with negotiations related to all amendments and holds parties accountable and compliant to their respective responsibilities. • Conduct quarterly business reviews with CITY OF WINTER SPRINGS project stakeholders

• Team Leaders	• Supervises Service desk agents, ensures scheduling and handles escalated calls from end users. • Ensures that all key metrics of performance as per the SLAs are met. • Performs real-time queue management and will be responsible for performance management of helpdesk agents. • Leads the Delivery of Service Discipline and operations to customer (Support Services Leads)
Quality Auditors	• Subject Matter Experts (SMEs) having excellent knowledge of systems, processes, and domain, would provide Training, ongoing support, monitoring, feedback and coaching to the team members.
Workforce Management (WFM)	• Responsible for monitoring intra-day work volume, real-time staffing, AHT, agent adherence, exceptions, technology functionality and client reporting for service desk. • WFM would ensure that the required data is tracked and trended on a continuous basis (Service Level, KPI etc.) • Responsibility to investigate any deviations and exceptions.

APPENDIX B

Sample SOP

Client:	**Client Number:**
Title:	**Number:**

Standard Operation Procedure	**Number of Pages**

Contents

Change Log

Rev #	Change Date	Description of Change	Modifier	*Creator of SOP*

Purpose and Scope

Overview

Information

Notes

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

United Data Technologies, Inc. dba UDT
PROPOSER

Authorized Signature

CFO
Officer Title

7/31/23
Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
   Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

_____
(Authorized Signature)

Fernando Fernandez - CFO
(Printed Name and Title)

United Data Technologies, Inc. dba UDT
PROPOSER

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization, this 1st day of August, 2023 by Fernando Fernandez the Chief Financial Officer of United Data Technologies, a _____ (X) who is personally known to me or (_____) who produced _____ as identification.

JOSEPHINE MOSS MY COMMISSION EXPIRES AUGUST 24, 2025 #HH 148588 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public

Print Name: Josie Moss

My Commission Expires: 08-24-25

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF Florida

COUNTY OF Broward

Fernando Fernandez, being duly sworn, deposes and says that:

(1) He/she is CFO (Title) of United Data Technologies, Inc. dba UDT (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

_____ (Signed)

CFO (Title)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this August 1, 2023 by Fernando Fernandez, who is (X) personally known to me or (___) who has produced _____ as identification and who (did / did not) take an oath.

_____ (Signature of Notary Public)

JOSEPHINE MOSS MY COMMISSION EXPIRES AUGUST 24, 2025 #HH 148589 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____ (Name of Notary Typed, Printed or Stamped) Notary Public

_____ (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

United Data Technologies, Inc. dba UDT does:
PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

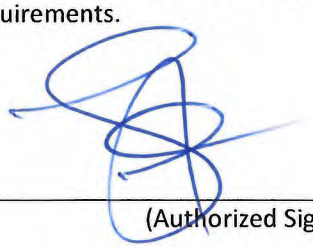
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



7/31/23

(Authorized Signature) (Date)

Fernando Fernandez - CFO
(Print/Type Name as Signed Above

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: United Data Technologies, Inc. dba UDT

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services.**

2. This sworn statement is submitted by (PROPOSER) United Data Technologies, Inc. dba UDT whose business address is 2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027 and (if applicable) Federal Employer Identification Number (FEIN) is 65-0566138 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Fernando Fernandez and my relationship to the PROPOSER named above is CFO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   - A predecessor or successor of a person convicted of a public entity crime; or
   - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

7/31/23

Signature Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Broward

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 1st day of August, 20 23, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 08-24-25
Notary Public

JOSEPHINE MOSS
MY COMMISSION EXPIRES
AUGUST 24, 2025
#HH 148569
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: United Data Technologies, Inc. dba UDT

Authorized Signature: _____

Title: CFO

Date: 7/31/23

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services.**
This sworn statement is submitted by (PROPOSER) United Data Technologies, Inc. dba UDT whose business address is

2900 Monarch Lakes Blvd., Suite 300 Miramar, Florida 33027 and (if applicable) Federal Employer Identification Number (FEIN) is

65-0566138 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.) My name is Fernando Fernandez and my relationship

to the PROPOSER named above is CFO.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

_____ 7/31/23
Signature Date:

STATE OF Florida

COUNTY OF Broward

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn, affixed his/her signature at the space provided above on this 1st day of August, 20__, personally known to me, or has provided _____ as identification.

JOSEPHINE MOSS MY COMMISSION EXPIRES AUGUST 24, 2025 #HH 148569 NOTARY PUBLIC, STATE OF FLORIDA

_____ My Commission expires: 08-24-25
Notary Signature

ATTACHMENT 1

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.
>
> The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with

personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES - SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

a. Definitions

b. Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

c. Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

Responsibilities of the Contracting Government Agency.

The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

Responsibilities of the Contractor.

The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

Security Violations.

a. The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor. Security violations can justify termination of the appended agreement.

b. Upon notification, the FBI reserves the right to:

i. Investigate or decline to investigate any report of unauthorized use;

ii. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

a. **Audit**

b. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum

a. **Scope and Authority**

b. This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

c. The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

d. The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

e. This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

f. All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Fernando Fernandez _____ 7/31/23

Printed Name/Signature of Contractor Employee — Date

Enrique A. Fleches _____ 7/31/23

Printed Name/Signature of Contractor Representative — Date

United Data Technologies, Inc. dba UDT

Organization and Title of Co

State of Florida
Department of State

I certify from the records of this office that UNITED DATA TECHNOLOGIES, INC. is a corporation organized under the laws of the State of Florida, filed on March 23, 1995.

The document number of this corporation is P95000023595.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2023

Secretary of State

Tracking Number: 0240595788CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PACE SYSTEMS, INC.

MANAGED IT SERVICES

PREPARED BY:

Oai Huynh
vCISO /
Director of Information Security

PACE Systems, INC.
2040 Corporate Lane
Naperville, IL 60563
630-395-2260
ohuynh@pace-systems.com



For

City of Winter Springs
Winter Springs, FL. 32708

Stuart MacLean
Interim Procurement Manager

August 04, 2023

Section A – Proposer Information & Acknowledgement

PACE SYSTEMS, INC.

Proposal Form 1 – PROPOSER Information and Acknowledgement Form

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Pace Systems, Inc.

TAX ID# SNN or EIN: 36-3240909

PROPOSER ADDRESS: 2040 Corporate Lane, Naperville, IL 60563

PURCHASE ORDER ADDRESS: 2040 Corporate Lane, Naperville, IL 60563

PHONE NUMBER: 630-395-2260

COMPANY WEBSITE: pace-systems.com

COMPANY CONTACT (REP): Oai Huynh, Director of Security, vCISO

CONTACT EMAIL ADDRESS: ohuynh@pace-systems.com

SIGNATURE: 

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number 1, dated 7/14/2023.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

Section B – Table of Contents

Table of Contents

Section A – Proposer Information & Acknowledgement 2

Proposal Form 1 – PROPOSER Information and Acknowledgement Form **3**

Section B – Table of Contents 4

Section C – Introduction Letter 6

Statement of Acknowledgement **7**

Executive Summary **8**

Section D – Qualifications 10

1. General **11**

2. PROPOSER Experience **11**

Statement of Compliance & Designation 13

3. Team Experiences / Résumés **14**

4. Florida Knowledge **16**

5. References - CONFIDENTIAL **16**

6. Summary / Close **17**

Section E – Other Information 18

Approach and Culture **19**

Quarterly Business Review (QBR) **19**

Transition Plan and Implementation Schedule **20**

Exhibit A – Certificate of Insurance **21**

See Form 3 - Insurance Requirements Form 21

Exhibit B – Project Org Chart **22**

SCOPE OF SERVICES / QUESTIONNAIRES **23**

QUESTIONNAIRE 1: ORGANIZATION AND EXPERIENCE 23

QUESTIONNAIRE 2: PROBLEM REPORTING AND RESOLUTION PROCESS 23

QUESTIONNAIRE 3: ASSUMPTIONS, REQUIREMENTS, RISKS AND EXPECTATIONS 25

QUESTIONNAIRE 4: LEVEL OF SERVICE 26

QUESTIONNAIRE 5: DOCUMENTATION AND REPORTING 34

QUESTIONNAIRE 6: SECURITY 35

QUESTIONNAIRE 7: PROPOSER'S STAFF TRAINING 35

QUESTIONNAIRE 8: PROJECT MANAGEMENT 35

QUESTIONNAIRE 9: INFRASTRUCTURE HEALTH MONITORING 36
QUESTIONNAIRE 10: FEE STRUCTURE 36
Exhibit C – SLA Reporting Examples, not actual SLAs 37
Section F – Cost & Time 40
Exhibit E – Appendix A Cost Proposal Worksheet CONFIDENTIAL 41
Section G – Mandatory Forms 42
- Form 1 - Proposer Information and Acknowledgment Form – Signed 42
- Form 2 - References Information Form 42
- Form 3 - Insurance Requirements Form - signed 42
- Form 4 - Scrutinized Company Certification - Signed and Notarized 42
- Form 5 - Non-Collusion Affidavit - Signed and Notarized 42
- Form 6 - Drug Free Workplace Form- Signed 42
- Form 7 - SMWBE Utilization Plan 42
- Form 8 - Public Entity Crimes Statement - Signed and Notarized 42
- Form 9 - E-Verify Statement – Signed 42
- Form 10 - Conflict of Interest Statement - Signed and Notarized 42

Section H – Florida State Filing 43
Excerpts from Company's by-law 43

Section C – Introduction Letter

Statement of Acknowledgement

This Agreement has been reviewed and accepted without exception. If exceptions are identified, those items must be identified and listed along with requested modifications to the Agreement. If no exceptions are noted, ***The City of Winter Springs*** will assume that the Proposer can perform all tasks and services without reservation or qualification to the Agreement.

Executive Summary

Established in 1983, Pace Systems has grown from a supplier of computer components into a full-service IT consulting and staffing firm and leading Full-Service Solutions provider. Our comprehensive services portfolio includes advanced system design and integration in both IT and Security, enterprise systems support, networking, storage solutions, as well as structured cabling and installation.

Pace Systems' focus for the last 40 years has been on the enterprise, academic, public sector, and healthcare vertical, and banking markets. During this time, we have managed to learn all the nuances that these sectors entail. In so doing, we have successfully leveraged our knowledge of these specific environments with our extensive experience in supply chain management and advanced systems design to consistently drive long-term efficiencies and value.

Our continued approach focuses on *solutions,* not just products or services. With this methodology, we have consistently enabled our clients to lower the Total Cost of Ownership of all their deployed infrastructure technology solutions.

Whereas most others are content to be merely "vendors," our goal has always been to be a valued and strategic partner to our clients, providing comprehensive ongoing support across their respective enterprises. These comprehensive services have always been provided *at no additional cost* and represent our continued and ongoing commitment to our partners.

To support the ***City of Winter Springs (hereinafter called the "CITY")*** in your *Managed Information Technology Support Services* effort, Pace Systems has an already-existent powerful, and highly experienced team.

Pace Systems has always prided itself in providing a comprehensive, end-to-end approach to our client engagements. In a day and age where customer service, client satisfaction, and value add seem to have all but disappeared in the name of efficiency, we take the position that it is still possible to provide the personal attention needed in an evolving engagement like Managed Services projects. It is this attention to detail that we refer to as *Customer Focused Quality,* and it is this concept that focuses and drives all that we do.

We offer the "***City of Winter Springs,"*** the unbeatable combination of aggressive pricing structures coupled with the most comprehensive array of value-added services available *anywhere*. This breadth of experience and offering enables us to provide comprehensive and tightly integrated systems and solutions as we become intimately familiar with all of your infrastructure and deployed systems and technologies.

Based on the stated evaluation criteria (Firm and Staff's qualifications and experiences, proposed plan of execution, past experiences, and Fees in relation to the Scope of services), we are confident that we not only meet but far *exceed* them all.

Financial Stability and Legal Standing

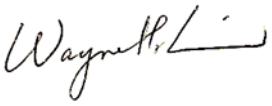
Pace Systems is a private, minority-owned business.

Pace Systems has been in business for over 40 consecutive years and appreciates long-term financial stability and proven capability to execute large-scale projects and deployments.

Pace Systems is not currently involved with any claims, lawsuits, or legal settlements.

We very much appreciate the opportunity to respond to this RFP and look forward to answering any and all questions you have concerning this response.

Sincerely,



Wayne H. Liu
President

Section D – Qualifications

1. General

Our value proposition to the ***"CITY "*** can be summed up through the following benefits:

Proven Track Record

Pace Systems has a verifiable, long-term track record of excellent performance for our enterprise clients. The "***CITY***" can be fully confident that we can and will do everything as promised within this response.

Comprehensive Capabilities/Offering

Pace Systems has the ability to ably provide the entire spectrum of services as well as support laid forth in this request. We've provided a detailed response outlining all of these capabilities as well as additional support and services we can provide to the "***CITY***." We are confident our Proposal represents the best value for your strategic mission and overall requirements.

2. PROPOSER Experience

Breadth of Capability & Experience

Pace Systems has 40 years of providing "best-in-class" sales, support, and Integration for Information Technology. We have extensive experience in designing highly effective and comprehensive IT solutions to comprehensively address and empower the unique challenges of these large-scale and distributed enterprises as we've focused on the Public Sector since inception.

Whether working through a wholesale hardware refresh, networking, cybersecurity, or consulting/design projects, Pace has the IT professionals needed to address any level of complexity and Cybersecurity gaps.

With a fully operational staffing division run by an in-house executive recruiter, Pace has been providing IT staffing services for over two decades and maintains the ability to ramp up quickly depending upon the size, Scope, and location of the project.

As can be seen in our work with the references we have provided, Pace Systems has an unbroken reputation for successful project completion across all our disciplines.

Dedicated Senior Level Resources and the "*CITY*" Team:

The "***CITY***" can be assured that you will be serviced by dedicated, experienced senior-level managers (detailed in the Project Staffing and Resumes section later in this RFP). The "***CITY***" dedicated Senior Account Manager has over 30 years of experience in the Financial, Healthcare, and Education spaces servicing enterprise-level accounts, specifically in Managed Services and Security, and supplements this support with senior-level engineers and a fully staffed technical team.

Pace Systems maintains a dedicated and talented team comprised of the aforementioned Senior Account Manager of 30 years and dedicated Customer Service Representatives. This team structure lies at the heart of our success and high customer satisfaction, which is outlined in detail in a further section of this response.

This team will invest an incredible amount of time to gain not only a broad overview of the entire current IT landscape but an intimate, granular knowledge of all the systems, procedures, resources, and personnel deployed throughout the "***CITY*** " through our IT environment assessment, which at a high level includes topology, documentation, and policy/procedure review, to name a few. This knowledge will prove invaluable to the "***CITY*** " on countless future occasions as we help broaden and strengthen your infrastructure.

Coupled with immediate and direct access to senior-level management, this team will continually provide the "***CITY*** " with rapid responses to questions and near-immediate resolution to any issues that need to be addressed. In the spirit of full partnership, we commit to maintaining this highly successful team structure and fine-tuning it with ongoing input from you, our partner.

These dedicated resources will always be made available to you during normal business hours as well as the extended hours and weekends/holidays as outlined in the RFP request. Your dedicated Account Manager has been engaged countless times for assistance in after-hours/weekend support needs and commits to this continued enhanced support needed to ensure the "***CITY*** " smooth operations.

Aggressive Pricing

Pace's experience and size ensure that you will continue to enjoy aggressive pricing throughout the life of the proposed contract and during any and all ancillary projects we undertake.

Business Agility and "Right Size"

We are the perfect size to handle all the "***CITY***" ongoing technology needs. We are large enough to handle the enterprise nature and needs of the " ***CITY,"*** including any seasonal (fiscal year-end, grant cycle) peaks as well as any large-scale deployments or migrations that arise. At the same time, we are small enough to be incredibly agile and immediately responsive on your behalf.

100% MBE Participation

The ***"CITY"*** can be proud that we fully support the Minority Owned Business community throughout this opportunity.

We are Cybersecurity Ready

Pace being CMMC 2.0 Level 1 certified means we have undergone an assessment by NMSDC and have demonstrated our compliance with the cybersecurity requirements outlined in CMMC 2.0 Level 1.

CMMC 2.0 Level 1 includes basic cybersecurity hygiene practices and is the minimum level of certification required to participate in DoD contracts. This certification demonstrates that Pace Systems has taken steps to protect sensitive government information and is committed to maintaining a robust cybersecurity posture.

Statement of Compliance & Designation

- *NMSDC Member a Minority-Owned Business*

Should we be honored with your selection, Pace will provide proof of membership for NMSDC and that we are a Minority-Owned Business.

- *HIPPA Certification*

Pace Systems is currently working Third Party (Compliancy Group) to be designated as HIPPA Compliance.

- *Cybersecurity Compliance*

Click here for CyberReadyMBE

City of Winter Spring
C/O Stuart MacLean, Interim Procurement Manager
1126 East State Road 434.
Winter Springs, Florida 32708

Mr. MacLean,

PACE SYSTEMS, Inc. is submitting this letter in response to the Request for Proposal for ***Information Technology Managed Services*** to self-attest compliance with the processes outlined in the CyberReadyMBE Level 1 and CMMC 2.0 Level 1, the 800-171 National Institute of Standards and Technology Special Publication (NIST SP) 800-171.

We have implemented CyberReadyMBE Level 1 and CMMC 2.0 Level 1, which includes (17) controls in (6) domains per NIST SP 800-171. These controls are updated annually, and the practices are reviewed and updated at least every six (6) months.

Oai Huynh - Virtual CISO / Director of Information Security
Print Name — Title

08/02/2023
Signature — Date

Phone: (872) 216-5417
Email: ohuynh@pace-systems.com

3. Team Experiences / Résumés

Senior Project and Account Manager – SPAM (Virtual CISO / Director of Information Security) – Oai Huynh

Oai is an innovative Information and Cybersecurity Executive with a proven track record of building cybersecurity for organizations from the ground up by applying deep expertise as a hands-on, servant leader for financial services, healthcare industries, and K-12 organizations. A multidisciplinary leader creating solid collaborative relationships with C-level leaders, engineers, and business operation teams to solve complex problems with solutions that meet or exceed business goals. Inspires necessary partnerships to drive mission-critical organizational changes. This creative team leader is not afraid to motivate and challenge the status quo while adhering to security controls and standards.

Cybersecurity Expertise – Highlights

- Serving as a project leader for significant information systems conversions with over 95% success rates.
- Develop Disaster Recovery and Business Continuity Plans
- Achieving Third-Party HIPAA Compliance certification and HITRUST, SOC1, SOC2, and CMMC 2.0 Level 1 compliance.
- Launching Risk Management programs using KCM (KnowBe4 Compliance Management) that identifies & assesses variable risks according to the company goals.
- Performed Cybersecurity Risk Assessments.
- Led the Cybersecurity Risk Assessment for Illinois' second-largest School District and created the Remediation Plan that aligns with the NIST CSF framework and COPPA requirements.
- Developing strategic vision by balancing people, processes, & technology for risk reduction.
- Implemented and built an Information Security Program with a one- and three-year roadmap. Designed the Information Security Program to establish short- and long-term security and compliance, including security strategies, metrics, reporting mechanisms, programs, and a roadmap for continuous improvements.

Project Highlights

- Introduced an Enterprise-level security solution to protect endpoints with MSSP and 24/7 monitoring.
- Developed an Incident Response Plan to Prepare for a Cybersecurity Attack and Internal Breaches. Replaced the endpoint protection with ELS (Enterprise Level Support) and a centralized dashboard to monitor, isolate, and remediate infected devices.
- Led the operations for endpoint security, vulnerability management, firewall, and network teams, consisting of three managers and 23 engineers and analysts, serving approximately 4000 employees at 13 different business units and 200 branches across the US and Canada.
- Designed and architected S2S connectivity security for 2-offshore Customer Support and Mortgage call centers with 30 people at each facility. The offshore operations improved efficiency with 24/7 Support.
- Operationalized Maturing Security Operations with MSSP averting potential breaches costing $200K-$300K per incident, per customer. Collaborated to build and align the security teams with a SOC Playbook to monitor, triage, and escalate procedures for security events.
- Designed and implemented Data Loss-Leak Prevention Program (DLP) that prevented intentional sharing, accidental sending, and PII and PHi data theft. Wrote DLP policy and procedures, solutions, and controls to protect PII and PHI data that identified, classified, and defined ownership.
- Rebuilding and scaling networks to stabilize redundancies and improve uptime to 100%.
- Update enterprise-level core infrastructure to support a Dark-Fiber project to provide community WiFi for the under-serving students and families.

Senior Engineer (SE) – James Pytel, II

James is a consummate IT professional with over 20 years of experience designing, implementing, and maintaining complex systems and infrastructure. He has gained extensive experience in a range of programming languages, operating systems, and networking protocols, with proficiency in virtualization, servers, and infrastructure. James has successfully led the design and implementation of several large-scale systems projects. Current responsibilities include managing a team of engineers and providing technical guidance to junior members. Vast experience collaborating with cross-functional teams, including field engineers, project managers, and stakeholders, has made him adept at communicating technical concepts to both technical and non-technical audiences. Key strengths include problem-solving abilities, a strong analytical mindset, and skills at troubleshooting complex technical issues to develop effective solutions. A thorough understanding of industry best practices and emerging trends in systems engineering has allowed James to spearhead successful projects consistently.

Expertise

- Securing systems and infrastructure against external and internal threats, and experience in implementing security best practices such as access control, encryption, and intrusion detection.
- Designing and architecting complex systems and infrastructure, considering factors such as performance, scalability, reliability, and security.
- Project management, including creating project plans, estimating resources, tracking progress, and managing risks.
- Led and successfully completed multiple systems modernization projects for large customers across large geographical areas.

Project Highlights

- Designed and implemented a unified video surveillance and access control system for a major higher education institution, seamlessly integrating 14 separate campuses across a large geographical area.
- Overhauled and optimized server infrastructure migrating to a virtualized infrastructure reducing infrastructure operating costs by 50%.
- Designed and implemented a comprehensive security policy for a large organization, including formalizing and documenting threat response, disaster recovery, acceptable use, and standard security practices following industry best practices and compliance requirements.
- Provided system design and implementation services for multiple clients, including 1-, 3- and 5-year roadmaps with budget forecasts, service level agreements, and prevention of warranty gaps on critical infrastructure.
- Designed and developed a full-stack project tracking system for a large-scale modernization project which helped ensure accurate data capture, identified poor performance areas, and led to on-time and below-budget project completion.

4. Florida Knowledge

Pace Systems DOES NOT have any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

5. References- CONFIDENTIAL

School District U-46	
Contact Person:	Laurence Barron – Director of Information Services
Contact Information:	laurencebarron@u-46.org
No. of Users:	5k Employees (Administrative, Teacher, Staff), 35k Students
Date of Services:	2019-Present
Project Description:	Provide On-site and Remote Network and Systems Engineering. Consult on Dark Fiber RFP and Award. Consult, Manage, Implement, and Remediate Cyber Security measures based on full NIST CSF & COPPA assessment. Assist in lowering Liability Insurance by strengthening Security Infrastructure.

City Colleges of Chicago	
Contact Person:	Steve Saba – Director, Technology Support Services
Contact Information:	ssaba@ccc.edu
No. of Users	3k Employee (6k Student)
Date of Services:	1999-Present
Project Description:	Full breadth Technology Hardware and Solutions Provider. COVID LAPTOP PROJECT – turned 3.5k laptops in and out of Pace IT Lab for fully imaged and door-to-door student delivery via Pace developed App.

University of Illinois Health System	
Contact Person:	Andrew Mosio – Director of Technology and Service Delivery
Contact Information:	amosio@uic.edu
No. of Users	5k
Date of Services:	2005-Present
Project Description:	Provide Fully operational Desktop support and management team, Telecom-VOIP, and Network Consulting and Technology solutions.

6. Summary / Close

Should we be honored with your selection, we'd begin our work with the ***"CITY"*** as outlined in the *Transition Plan and Implementation Strategy, aka 30-day timeline* – we'll start by assessing your needs and creating a customized IT support plan that aligns with your goals and objectives. This includes developing a comprehensive report of your existing IT infrastructure and Cybersecurity posture, and identifying areas that require improvement or optimization.

Our administrative procedures are designed to ensure that you receive timely and efficient support and services. This includes assigning a dedicated Senior Account Manager to serve as your primary point of contact and to ensure that all support requests are handled in a timely and efficient manner. Your "SPAM" is an incredibly proficient planner. As you see in our *Transition Plan and Implementation Schedule*, we've already dissected and offered several project improvement areas we feel will bolster the City in areas you've identified.

While our areas of responsibility over time may span network management, server management, help desk support, security management, data backup and recovery, and hardware and software management, our team of IT professionals is trained and certified to provide the highest level of support and service to you beyond this immediate Scope.

We offer a variety of service delivery methods, including phone, email, and online chat support, as well as on-site support as needed (2-3 days per week as needed or to be identified). Our service level agreements guarantee a response time within a specified timeframe to ensure that our clients receive the support they need when they need it. We'll provide you with the reporting you've requested and will work with you to customize additional reports and support that we both feel may benefit the City most effectively.

Overall, we're here to be your partner throughout this process. Let us help you achieve your goals in an efficient and cost-effective manner!

Per request, this Proposal's pricing is good for 120 days.

Wayne Liu,
President

Section E – Other Information

Approach and Culture

As Pace Systems, we understand the importance of providing efficient and effective IT support services to the ***"City."*** We are committed to delivering high-quality services that meet your needs and exceed expectations. Our approach to providing IT support services is based on the following administrative procedures, areas of responsibility, and service delivery requested in your RFP.

Quarterly Business Review (QBR)

At Pace, we believe in customer satisfaction and being a partner to our clients. We will host a Quarterly Business Review. It is a strategic meeting held once every quarter to assess the performance of Pace Systems, review key metrics, discuss achievements, identify challenges, discuss the state of the current environment, and set goals for the upcoming quarter. It serves as an opportunity to align stakeholders, evaluate progress, and make informed decisions to drive the **"*CITY*"** forward. Here's a general outline of what a QBR may involve:

- Agenda Setting
- Performance Review
- State of the current environment
- Achievements and Challenges
- Action Plans and Initiatives
- Goal Setting
- Risk Assessment
- Team Collaboration and Communication
- Follow-up and Accountability

Transition Plan and Implementation Schedule

Pace Systems' Transition Plan and Implementation Strategy, aka 30-day timeline, is broken down into several phases, each with its own set of objectives and milestones. These phases include:

- ***Phase I (Days 1 – 15)***
  Discovery phase: In this phase, Pace Systems will conduct an in-depth assessment of the current IT infrastructure, applications, processes, and Cybersecurity Posture to identify any issues and develop a remediation plan.

  - On days 1-3, meet with the ***"CITY's"*** leaders and current MSP and/or the IT Team to discuss the transition strategy and set up remote services monitoring.
  - Day 4 – 10, continue the discussion and refine the transition strategy with the current MSP and/or *the* ***Town's*** IT Team.
  - Pace Systems shall perform IT Environment Assessment, including:
    - Review of the Organization Chart for proper ownership and escalation.
    - Review of Systems/Network Topology/Environment Health.
    - Review the current configuration and Firewall Rules.
    - Policies, Procedures, and Operation Playbooks.
    - Core Technology Infrastructure.
    - Software & Hardware EOL/EOS Cycle.
    - Backup & Recovery Strategy.
    - Environment Disaster Recovery Strategy.
    - Business Continuity Plan.

- ***Phase II (Days 11-15)***
  Planning phase: Based on the discovery phase findings, Pace Systems will develop a detailed plan outlining the steps in transitioning services and applications to their environment. This plan will include a timeline and a list of resources required for the transition.

  Execution phase: During this phase, Pace Systems will execute the plan developed in the planning phase. This will involve tasks such as deploying new hardware and software, configuring systems, and migrating data.

- ***Phase III (Day 16-30)***
  Optimization phase: In this phase, Pace Systems will fine-tune the new environment to ensure optimal performance and ensure that any outstanding issues are addressed.

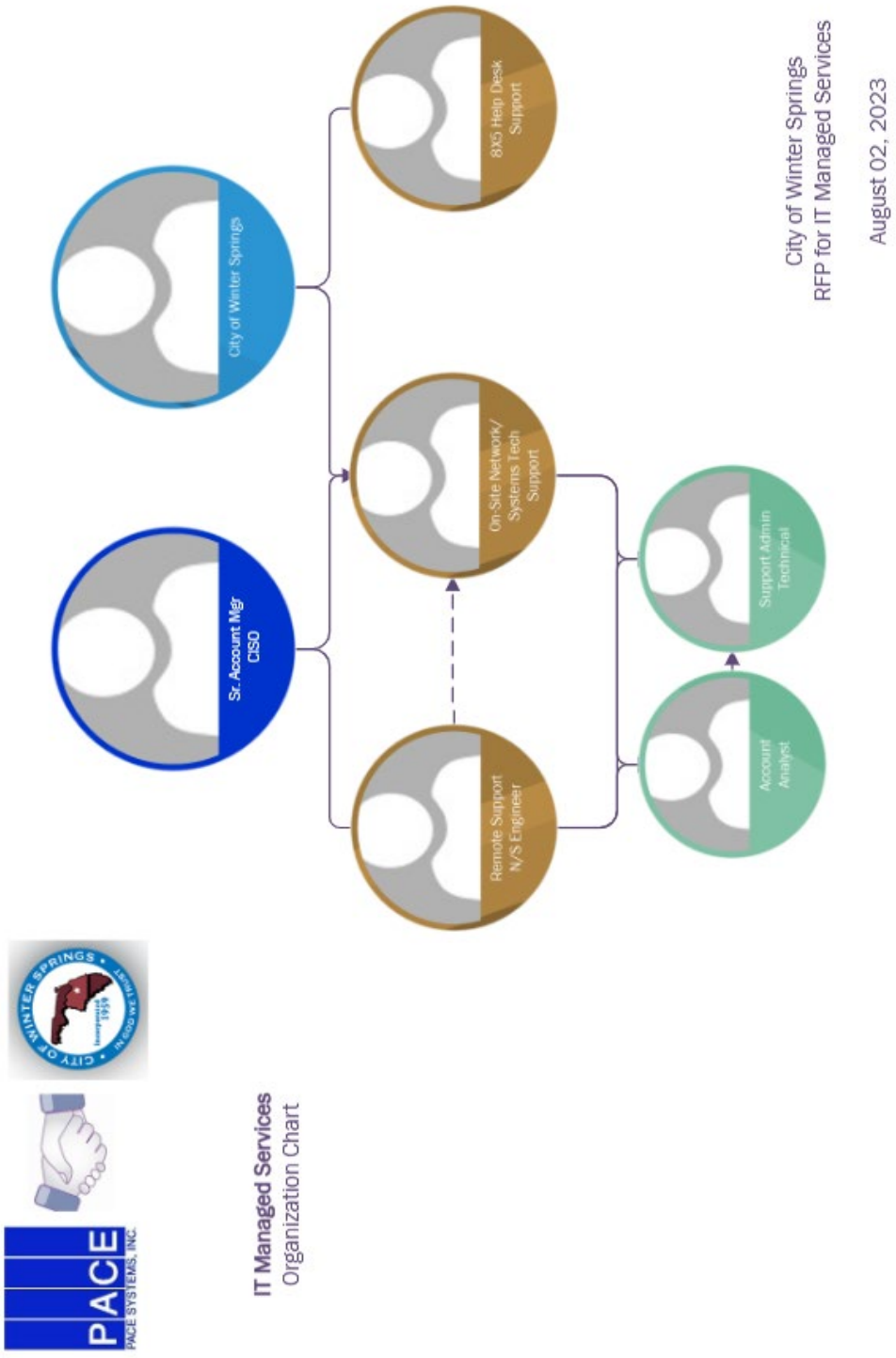
  The *Transition Plan and Implementation Strategy* is a comprehensive guide that helps the ***CITY"*** avoid any IT service disruptions during the transition period. It also provides a roadmap for the current MSP and/or the IT Team. and Pace Systems, ensuring everyone is on the same page throughout the transition process.

Exhibit A – Certificate of Insurance

See Form 3- Insurance Requirements Form

Should we be honored with your selection, Pace will provide a Certificate of Insurance designating the ***City of Winter Springs*** as beneficiary.

Exhibit B – Project Org Chart



SCOPE OF SERVICES / QUESTIONNAIRES

QUESTIONNAIRE 1: ORGANIZATION AND EXPERIENCE

The PROPOSER's overall support strategy/philosophy - Please address the following in your response:

- Describe PROPOSER's view of the role of the information technology support services provider.
  - See Executive Summary under Section C – Introduction Letter
- Describe any management or implementation strategies or techniques that the PROPOSER intends to employ in carrying out the Scope of work.
  - See Executive Summary under Section C – Introduction Letter
- Describe PROPOSER's communication strategy for keeping clients informed of system conditions and changes.
  - As mentioned in our Summary, we've always operated as a Partner as opposed to a Vendor. We believe in establishing strong working relationships with our clients, based on mutual respect and trust. Our ideal working relationship involves open communication, timely responses, and a focus on delivering high-quality services that meet or exceed our clients' expectations. We assign a Senior Account Manager as the primary point of contact. Quarterly Business Review (QBR) is held to review progress and Pace's team performances, discuss the environment's current state, challenges, achievements, and follow up on outstanding issues discovered.

QUESTIONNAIRE 2: PROBLEM REPORTING AND RESOLUTION PROCESS

a) Include evidence that PROPOSER understands the CITY's current environment, including an understanding of working within significant budgetary constraints.

Pace is very familiar when working within significant budgetary constraints, it is why we consider ourself to be **Business Agility and "Right Size."** It's essential to adopt a cost-conscious approach while maintaining the quality and efficiency of the parallel environments.

- Cost-Benefit Analysis: Conduct a cost-benefit analysis for each aspect of the parallel environment setup. Focus on high-impact areas that provide the most value to the testing process.
- Open Source and Free Tools: Utilize open-source and free tools whenever possible for virtualization, containerization, automation, monitoring, and other essential tasks.
- Cloud Cost Management: Leverage cloud cost management tools to monitor and optimize expenses. Use cost alerts to avoid unexpected overages.
- Reserved Instances and Spot Instances: Take advantage of cloud providers' reserved instances or spot instances, which can offer significant cost savings compared to on-demand instances.
- Rightsizing Resources: Optimize the size and specifications of virtual machines or containers to match the testing requirements accurately. Avoid over-provisioning resources.
- Resource Sharing and Scheduling: If multiple teams require parallel environments, consider resource sharing and scheduling to maximize utilization.
- Automated Scalability: Implement automated scaling of resources based on workload demands. Scale up during peak testing periods and down during idle times.
- Data Minimization: Minimize the amount of test data needed in the parallel environments, keeping only what's necessary to execute tests effectively.

- Version Control and Code Reuse: Utilize version control systems effectively to manage code, configurations, and infrastructure-as-code templates for reuse and consistency.
- Prioritization of Testing: Prioritize critical tests over less critical ones to allocate resources efficiently.
- Performance Testing Strategy: Optimize performance testing strategies to focus on key performance indicators without extensive load generation, if possible.
- Training and Knowledge Sharing: Invest in training team members to enhance skills and knowledge, making them more efficient in managing the parallel environments.
- Continuous Monitoring and Optimization: Continuously monitor the cost and performance of the parallel environments. Identify areas for improvement and optimize resource usage.
- Vendor Negotiations: Negotiate with vendors for cost-effective support contracts or explore flexible licensing options.
- Lean Processes: Implement lean and agile methodologies to streamline workflows and eliminate unnecessary overhead.
- Risk Management: Conduct risk assessments and develop risk mitigation plans to avoid costly issues.
- Communication and Collaboration: Foster open communication and collaboration between teams to avoid duplication of efforts and enhance resource allocation.

By incorporating these strategies into the parallel environment setup, organizations can effectively work within significant budgetary constraints while still providing valuable and reliable testing environments for software development and IT operations. Balancing cost considerations with quality and efficiency ensures that the testing process remains effective and contributes to successful deployments.

b) Include plan of action and milestones for onboarding process.
   - See *Transition Plan and Implementation Strategy, aka 30-day timeline* under Section E.

c) Describe how PROPOSER will propose changes in technicians assigned to the contract and seek approval from the CITY.
   - Your assigned Senior Project and Account Manager will be your point of contact. Your "SPAM" will inform the CITY's leaders of any personnel change at least 30 days in advance. Unless personnel change is related to performance, Pace will discuss it with the CITY's leader, and the City determine the exit strategy and replacement timeline.

d) Explain how PROPOSER plans to keep all desktop/laptop computers and servers operating at optimal performance.
   - During the transition period, Pace's Team will deploy our Remote Monitor Management (RMM) agent to ALL CITY's devices (desktops, laptops, and servers). Our RMM software will allow Pace's engineers and IT Helpdesk Team to monitor the City's devices and environment and alert Pace's Teams to any issues. e.g., low disk space, system crashes, missing updates, and security vulnerability patches.

e) Describe how PROPOSER will keep the CITY informed about the state of the CITY's information technology services.
   - We will host a Quarterly Business Review. It is a strategic meeting held once every quarter to assess the performance of Pace Systems, review key metrics, discuss achievements, identify challenges, discuss the state of the current environment, and set goals for the upcoming quarter. It serves as an opportunity to align stakeholders, evaluate progress, and make informed decisions to drive the "***CITY***" forward.

f) Describe how PROPOSER will report about the status of systems, user needs, needs for changes, etcetera.
   - We will host a Quarterly Business Review. It is a strategic meeting held once every quarter to assess the performance of Pace Systems, review key metrics, discuss achievements, identify challenges, discuss the state of the current environment, and set goals for the upcoming quarter. It serves as an opportunity to align stakeholders, evaluate progress, and make informed decisions to drive the "CITY" forward.

g) Describe how PROPOSER will assist the CITY with strategic planning to insure that the CITY's IT system retains its usefulness, viability, compatibility, and dependability into the future.
   - After the transition period, Pace's Team will have an in-depth knowledge of the current state of the CITY's environment. Your "SPAM" and SE combined have more than 50 years of experience. Pace's team can help the CITY to create a multi-year Technology strategic Plan with strong Technology and Security postures moving into the future.

QUESTIONNAIRE 3: ASSUMPTIONS, REQUIREMENTS, RISKS AND EXPECTATIONS

Please list in this section all PROPOSER's assumptions, requirements, risks and expectations for the provision of services pursuant to the Scope of services outlined herein.

The following items are considered Out of Scope and not part of this RFP

1. Out of Scope items are listed in Appendix A – Cost Proposal Worksheet
2. Deployment of MDM is out of Scope and will be considered a separate project.
3. Risk Assessment – FULL Scope
4. Vulnerability Scans
5. Penetration Testing Internal, External, Web, and WiFi Scans.
6. Backup Strategy
7. PSA solution
8. Enrollment to be trained for CJIS Certification and Compliance
9. M365 Implementation and Post Implementation Cleanups.
10. Cybersecurity Awareness Training
11. EOL/EOS Hardware and Software upgrades.

QUESTIONNAIRE 4: LEVEL OF SERVICE

An explanation of the problem reporting and resolution process that describes the PROPOSER's support plan, including tiers, service levels, call escalation, the person(s) authorized to close problem reports, etcetera. Please address the following in PROPOSER's response:

A. Services

a) Describe PROPOSER's work order/trouble ticket system.
   - Our help desk provides a centralized point of contact for all IT-related issues. We'll utilize PSA ticketing software (not included) to track and monitor all requests and ensure timely resolution. Our help desk is staffed by knowledgeable, friendly technicians trained to provide exceptional customer service.

b) Describe PROPOSER's system to escalate chronic or advanced problems.
   - We have a well-defined process for customer service escalations and remediation. If our help desk staff cannot resolve an issue, it is escalated to a higher-level technician or manager for resolution. Regardless of ticket or request level, we'll ensure remediation is in the process as escalated to the appropriate party and that the user is kept in the loop. Our escalation procedures extend all the way to Senior Engineer and PM support so that no ticket will go unattended, no matter the severity.

c) Describe availability of key staff during normal business hours (including systems administrators and engineers and other specialists).
   - Pace assigned to every account a Senior Project and Account Manager, Senior Systems Engineer, and our world-class IT Helpdesk, with a local System Engineer ready to be on-site as needed.

d) Describe after-hours support. What is the guaranteed response time? How is PROPOSER's after-hours response time structured (e.g., time of day, severity)? What is the average response time?
   - Pace will provide after-hours support for critical issues that cannot wait until regular business hours. Technicians are available to respond to emergencies and ensure that downtime is minimized. As mentioned, escalation procedures are in place and will be fine-tuned to your specifications and agreed upon by both parties.

e) PROPOSER's guaranteed response time for issues dependent upon severity and time of day.
   - Our help desk can is available 24/7, per this RFP's specification. To ensure that we can respond to any IT-related issues in a timely manner. We have established service-level agreements (SLAs) that specify our response times based on the severity of the issue and will tailor them to your requirements once we can engage with the CITY fully. Per our *Transition Plan and Implementation Strategy*, we'll seek to implement this action as early as possible once we've assessed current procedures and feel we can seamlessly integrate with the CITY.

f) How does PROPOSER propose that the service level agreement be monitored and enforced?
   - We utilize various metrics to measure our performance and ensure we meet our SLAs. These metrics include first-call resolution rate, mean time to resolution, and customer satisfaction scores.

g) Describe any training PROPOSER's organization provides to PROPOSER's clients, including network applications and/or desktop applications. (Or are you affiliated with an organization that provides training to clients?)
   - Our Senior Account Manager will work with your staff to develop a plan to address any issues, establish new procedures and protocols, and implement best practices. As part of this process and as requested in the RFP, we will transfer knowledge from our staff, including documentation, training, and other relevant materials.

h) Describe any systems backup support PROPOSER offers.
   - Your assigned "SPAM and SE" have a diverse background in different sectors, allowing them to encounter a wide range of backup strategies. This experience allows them to draw from various best practices and tailor solutions to meet the unique requirements of each industry. During the assessment period, Pace will review the CITY's back solution and strategy and make recommendations as appropriate.

i) Describe how major software upgrades would be applied and what upgrades would require additional fees.
   - Plan the upgrade: Before performing any upgrade, create a plan that includes a timeline, a list of required components, and any necessary downtime. This will help ensure that the upgrade is performed efficiently and effectively, Backup all data, choose compatible components, follow manufacturer instructions, test the workstation/server after the upgrade, monitor performance, update documentation, have a rollback plan in case of any issues during the upgrade process, have a rollback plan in place to revert the server to its previous state. This will help minimize downtime and prevent data loss.
   - By following these best practices, Pace can help ensure that your server upgrade is successful and your server continues functioning reliably and efficiently.

j) Describe patch management – how software updates and patches are performed both on servers and desktops. Who is responsible for doing updates? How often are they done? If using automated tools, what program is being used to rollout the updates and what programs are being updated?
   - Patch Management Policy and Procedures:
     - Establish clear policies and procedures for patch management within the organization.
     - Define roles and responsibilities for different team members involved in the patch management process.
     - Regularly review and update the patch management policy to align with changing security requirements.
   - Patch Identification and Prioritization:
     - Monitoring: Regularly monitor vendor websites (Microsoft, CISA, etc.), security advisories, and industry sources to identify new patches and updates.
     - Prioritization: Evaluate the severity and impact of each patch to prioritize their deployment based on criticality and potential risks.
   - Patch Testing:
     - Test Environment: Deploy patches in a controlled test environment replicating the production environment as closely as possible.
     - Functional and Compatibility Testing: Verify that patches do not cause any conflicts with existing applications or hardware.

- Performance Testing: Assess the impact of patches on system performance and response times.

- Patch Deployment:
  - Deployment Strategy: Decide whether patches will be deployed manually or using automated patch management tools.
  - Scheduling: Plan patch deployments during maintenance windows to minimize disruption to business operations.
  - Rollout Phases: Consider a staged deployment to a subset of systems before deploying to the entire network.
  - Verification: Confirm successful patch installation on each system and log results.
- Change Management:
  - Documentation: Maintain records of all patches deployed, including their versions and installation dates.
  - Rollback Plan: Develop a contingency plan to roll back patches if issues arise during or after deployment.
  - Communication: Notify affected stakeholders about upcoming patch deployments and potential impacts.
- Monitoring and Reporting:
  - Continuous Monitoring: Regularly monitor systems for vulnerabilities and apply patches as soon as they become available.
  - Reporting: Generate reports on the status of patch deployment, compliance, and any vulnerabilities that remain unpatched.
  - Auditing: Conduct periodic audits to ensure patch management procedures are followed consistently.
- Third-Party Software Patching:
  - Extend patch management to cover third-party applications, plugins, and add-ons used in the organization.
  - Consider using automated patch management tools that support third-party software updates.
- Risk Mitigation and Compliance:
  - Ensure compliance with industry regulations and data protection standards.
  - Continuously assess the risk posture of the CITY and take actions to mitigate vulnerabilities.

By following a robust patch management process, the CITY can significantly reduce the risk of security breaches, enhance system performance, and maintain a secure and stable IT environment.

k) How are network down-times for maintenance scheduled and communicated?

Scheduling and communicating network maintenance downtime is crucial to managing IT infrastructure. Proper planning and communication helps minimize user disruption and ensure that necessary maintenance tasks are performed efficiently.

Here's the process Pace follows for scheduling and communicating network downtime:

Maintenance Planning:

- Define Maintenance Windows: Determine specific time frames for network maintenance with minimal user impact. These windows are typically outside peak business hours or during periods of lower user activity.

- Prioritize Maintenance Tasks: Identify critical maintenance tasks that require network downtime and those that can be performed without impacting services.

Internal Communication:

- IT Team Coordination: Pace's team is responsible for network maintenance and should be informed in advance about the planned maintenance and their roles during the process.
- Maintenance Schedule: Pace will work with the CITY's IT leader to create a detailed schedule with the planned maintenance date, time, and duration.

Stakeholder Notification:

- Affected Users: Notify all relevant stakeholders, including employees, customers, and partners, who the maintenance downtime might impact.
- Communication Channels: Use various communication channels, such as email, internal messaging systems, or announcements on the company's website or intranet, to inform stakeholders.
- Clear Information: Provide clear and concise information about the purpose of the maintenance, the expected downtime duration, and any actions stakeholders need to take.

Service Availability Notice:

- Pre-Notification: Send out a pre-notification message well in advance of the maintenance window to inform stakeholders of the upcoming downtime.
- Reminder: Send a reminder message closer to the maintenance window to ensure stakeholders know about the upcoming maintenance.

Contingency Planning:

- Rollback Plan: Develop a rollback plan to revert changes and restore services in case unexpected issues occur during maintenance.
- Emergency Communication: Establish channels and protocols for communicating with stakeholders in case the maintenance requires an extension or any emergency actions.

Post-Maintenance Communication:

- Status Updates: Provide updates to stakeholders regarding the maintenance progress and once it is completed.
- Resolution Notes: If any issues arise during maintenance, communicate the actions taken to resolve them and steps to prevent similar problems in the future.

Documentation:

- Maintain Records: Document all maintenance activities, including schedules, actions taken, and outcomes, for future reference and auditing purposes.

Our model is open communication and is transparent to our clients. It's essential to ensure that the communication is clear, timely, and reaches all affected parties. By following our recommended process for scheduling and communicating network maintenance downtime, the CITY can minimize user disruption, ensure smooth operations, and demonstrate its commitment to transparent and reliable IT management.

l) Describe how PROPOSER would resolve the situation in which one of our servers breaks down during service. Be sure to include time estimates as well.
   - At Pace, we ALWAYS create Maintenance and Contingency Plans during service maintenance. When possible, make a parallel or staging environment. Our approach helps mitigate risks, avoid disruptions, and ensure the quality and stability of the system.

B. Helpdesk and Monitoring

a) Describe PROPOSER's work order/trouble ticket system.
   - Our help desk provides a centralized point of contact for all IT-related issues. We'll utilize PSA ticketing software to track and monitor all requests and ensure timely resolution. Our help desk is staffed by knowledgeable and friendly technicians who are trained to provide exceptional customer service. We have escalation procedures that extend all the way to Senior Engineer and PM support so that no ticket will go unattended, no matter the severity.

b) Describe PROPOSER's company's remote helpdesk and monitoring setup and how it would serve the CITY.
   - Our remote monitoring and management (RMM) tool will allow us to remotely monitor and manage your IT infrastructure. It provides proactive monitoring and maintenance, and automation of routine tasks such as patch management and software updates. As always, we'll work hand in hand with your team to adapt to industry standards and recommended procedures.
   - We'll be able to provide immediate on-site and remote support in an access tool that allows Pace to access your devices and provide support from anywhere. We can enable the ability to control devices to diagnose and resolve issues remotely. We'll move within your parameters and comfort zone as we continue to assist in developing your policy and environment.

c) Describe how PROPOSER will schedule and assign help desk technicians for on-site coverage.
   - Pace has a team of highly skilled technicians who are trained to provide exceptional IT support services. Our staff receives ongoing education and training to ensure that they remain up-to-date with the latest technologies and best practices. From L1/2/3 technicians to qualified Network and Systems Engineers, we can support staffing needs at any level.

d) Provide helpdesk statistics such as average time to respond to calls, average length of time for successful resolution of issues, the nature of the support calls, etcetera.

e) Is it limited to a quota of calls? - No

f) Is it limited to a quota of man hours? - No

g) What are the helpdesk hours? If they do not cover all our hours of operations, please describe what coverage will be provided for those hours outside of PROPOSER's helpdesk hours.
   - Our help desk can is available 24/7, per this RFP's specification. To ensure that we can respond to any IT-related issues in a timely manner. We have established service-level agreements (SLAs) that specify our response times based on the severity of the issue and will tailor them to your requirements once we can engage with the CITY fully. Per our *Transition Plan and Implementation Strategy*, we'll seek to implement this action as early as possible once we've assessed current procedures and feel we can seamlessly integrate with the CITY.

h) Who can call the Helpdesk?
   - Anyone can call our Helpdesk. We offer a variety of service delivery methods, including phone, email, and online chat support, as well as Full-Time on-site support.

i) Is helpdesk staff local? If not, where are they located? (**Note preference may be given to a City of Winter Springs based helpdesk**)
   - Our IT Support Team is national (US Based) and can support the CITY 24/7.
   - Our on-site technical support Technicians are local to the City of Orlando proper.

j) Are helpdesk staff employees of the support company or sub-contracted?
   Our on-site technical support Technicians, while remote to our corporate, are part of Pace Systems' family.

k) Are helpdesk staff full-time? - Yes

l) What is the skill/certification level of first-level helpdesk staff?
   - Our staff receives ongoing education and training to ensure that they remain up-to-date with the latest technologies and best practices. Nearly all technicians possess multiple CompTIA certifications and endless field training and experience. Subsequently, depending on the system, we can have staff available to transfer that knowledge with on-site and remote training.

m) What happens if the Helpdesk cannot resolve the problem?
   - Our help desk is staffed by knowledgeable and friendly technicians who are trained to provide exceptional customer service. We have escalation procedures that extend all the way to Senior Engineer and PM support, so no ticket will go unattended, no matter the severity to ensure every issue is resolved.

n) Does the Helpdesk understand that they should never ask for CITY end user login passwords?
   - Yes - Cybersecurity Awareness Training is part of our training.

o) Does the Helpdesk understand they should never put sensitive information in any public communications?
   - Yes - Cybersecurity Awareness Training is part of our training.

C. **Security**

1. Describe your strategy for securing your client's data. Include PROPOSER's policies as well as any security certificates that you possess, including the year each was originally obtained.
   - Pace was certified to be CyberREadyMBE, DoD NIST 800-171 v2
2. Explain how PROPOSER will insure that the security clearances required are adhered to.
   - Our Senior Project and Account Manager is a seasoned CyberSecurity leader with over 20 years in Finance, Healthcare, Higher Education, and K-12 environments. He understands to maintain Pace in compliance with various security frameworks and government clearance.
3. Describe PROPOSER's security certification and expertise.
   - Pace's Security Team holds various security certifications such as CISSP, OSCP, OWSP, and CRTP.

4. Describe PROPOSER's handling of multi-factor authentication internally.
   - Pace mandates internally using MFA, Two-FA, and VPN as part of internal access to Pace's environment.
5. Provide details of PROPOSER's practices for staying current on regulations, legislation, certifications and compliance.
   - To maintain our Security Certification, our team are members of CISA, NIST, MITRE ATT&CK®, HIPPA, COPPA, FedRAM, and FISMA.
6. Describe background checks performed for all PROPOSER's staff.
   - Pace partner with a Professional Reference Check company and perform a background check on ALL employees with National Criminal Search, Sex Offender Search, SSN Trace, and Global Watchlist Search.
7. How does PROPOSER stay informed regarding security alerts and/or events?
   - Staying informed regarding security alerts and events is crucial to maintaining the security of your systems and data. Here are some effective practices to keep yourself updated on security alerts and potential threats:
     - Security News Websites
     - Vendor Security Advisories
     - CERT/CSIRT Alerts
     - Security Blogs and Podcasts
     - Threat Intelligence Feeds
     - CVE Databases
     - Social Media
     - Government Security Agencies
     - Email Alerts
     - Security Forums and Community Groups
     - Vulnerability Databases
     - Security Tools and Solutions
     - Incident Response Teams
     - Regular Security Assessments
8. How does PROPOSER notify and manage security events for your clients?
   - We offer several SIEM solutions based on the need of our clients. Pace can assist the CITY to evaluate and procure the right SIEN solution that fits the CITY' Cybersecurity Strategy.
9. How does PROPOSER manage mobile device security?
   - Pace uses Microsoft InTune internally.
10. How does PROPOSER ensure best security practices are being followed?
    - To maintain our Security Certification, our team are members of CISA, NIST, MITRE ATT&CK ®, HIPPA, COPPA, FedRAM, and FISMA.
11. Is an annual security assessment and report included in PROPOSER'sr service?
    No, Pace can perform FULL Cybersecurity Risk Assessment as of scope service.

D. **Management Deliverables and Reports**

1. Include descriptions of any reports used to summarize and provide detailed information for managed services customers.
    - Monthly Service Report: This includes key performance indicators (KPIs), service availability, incident and problem resolution statistics, and a summary of any significant activities or changes undertaken.
    - Service Level Agreement (SLA) Compliance Report: This report focuses on the performance of the managed services against the agreed-upon SLAs. It outlines how well Pace has met the promised service levels, such as response times, uptime, and resolution times.
    - Incident Report: When an incident occurs, a detailed report is generated to document the issue, its impact, the actions taken to resolve it, and any preventive measures implemented to avoid similar incidents.
    - Security Report: This report highlights the managed services provider's security measures to protect the customer's systems and data.
    - Performance Metrics Report: This report provides performance data on various aspects of the managed systems, such as server performance, network bandwidth, and application responsiveness. It includes historical trends and comparisons to benchmarks.
    - Capacity Planning Report: This report helps the "City" plan for future resource needs by analyzing the current resource utilization and predicting future requirements based on growth patterns and expected changes.
    - Cost Optimization Report: This report outlines opportunities for cost savings, such as rightsizing resources, optimizing licensing, or adopting more efficient technologies.
    - Backup and Disaster Recovery Report: This report assesses the effectiveness and reliability of backup and disaster recovery processes.
    - User Satisfaction Survey Report: Pace conducts regular surveys to gauge the City's satisfaction. This report compiles survey results and feedback to understand how well Pace meets the CITY's expectations and identifies areas for improvement.
2. Include sample reports as attachments to the Proposal to provide an example of the types of reports that will be provided for this engagement.

   Due to the sensitivity and Non-Disclosure Agreements (NDAs), we signed restrict our ability to share the reports.

E. Documentation and Records

a) Describe how PROPOSER would document and record maintenance, installation, performance, and changes to the system.

Pace follows ITIL Library's best practices and guidelines for IT service management (ITSM). It provides a comprehensive framework for managing IT services to align them with the needs of the business and deliver value to customers.

b) Describe the documentation that PROPOSER would make available to The City of Winter Springs at the end of the contract period.

As a managed services provider, Pace Systems provide comprehensive documentation to the CITY at the end of the contract period. This documentation is essential for ensuring a smooth transition of services and maintaining a record of the services delivered throughout the contract. The documentation includes, but is not limited to, the following:

- Service Level Agreement (SLA
- Scope of Work (SOW)
- Asset Inventory
- System and Network Diagrams
- Configuration and Setup Guides
- Incident and Problem Reports
- Change Management Records
- User Documentation and Training Materials:
- Security and Compliance Documentation
- Backup and Disaster Recovery Plans
- Vendor and Supplier Contacts
- Financial Records

c) Describe how PROPOSER would maintain confidentiality in strict conformance with sensitive CITY data, State law and other Confidentiality laws and regulations.

- We implemented policies and internal operational controls according to NIST, MITRE ATT&CK®, HIPPA, and PCII-DSS frameworks to maintain our Security Certification.

QUESTIONNAIRE 5: DOCUMENTATION AND REPORTING

1. Please provide up to two examples of documentation that PROPOSER would create on the CITY's behalf when setting up new systems.
   a) System Implementation Plan
   b) System Configuration and Setup Guide
2. How does PROPOSER report daily and weekly activity to the CITY's IT manager?
   a) Pace recommends standing weekly status meetings, between 15-30 mins per meeting.
3. Do you have examples of reporting that PROPOSER would provide?
   - See Exhibit C – SLA Reporting Samples

QUESTIONNAIRE 6: SECURITY

All staff working on Police Department information systems shall submit to a full fingerprint based background check to satisfy Criminal Justice Information Systems (CJIS) security policy and must comply with the requirements outlined in the CJIS Security Addendum. This information will be forwarded to the State of Florida for all clearances as required. The successful PROPOSER will not incur any costs other than their own staff time for this vetting process.

Please outline any experience PROPOSER has with these requirements and state how it will facilitate and maintain compliance with this requirement from onboarding throughout the term of the awarded Agreement.

QUESTIONNAIRE 7: PROPOSER'S STAFF TRAINING

Describe how PROPOSER intends to ensure that all personnel contributing to the management of **CITY's** information technology system are properly trained and monitored to ensure that they are performing their duties at proficient levels.

Our Senior Project and Account Manager is a seasoned CyberSecurity and Executive leader with over 20 years in Finance, Healthcare, Higher Education, and K-12 environments. Your "SPAM" understands the need to communicate and share executive reports with the CITY leadership. He will work with the CITY's IT Manager to guide work with the CITY's leaders.

QUESTIONNAIRE 8: PROJECT MANAGEMENT

A. What experience in Project Management does PROPOSER's organization have?
   Your assigned "SPAM and SSE" have over 50 years of experiences working in the Banking, Healthcare, Municipalities, K-12, Higher Education and enterprise organizations managing hundreds of projects. Their diverse background in different sectors allow them to encountered a wide range of challenges and complexities in their projects. This experience allows them to draw from various best practices and tailor solutions to meet the unique requirements of each industry. Their collective experience in handling hundreds of projects allow them encountered various project management methodologies, industry regulations, and stakeholder expectations. This experience would likely enable them to navigate complexities efficiently and deliver successful outcomes for the CITY current and future projects.
B. Any certified PMP? - No

QUESTIONNAIRE 9: INFRASTRUCTURE HEALTH MONITORING

1. Describe PROPOSER's monitoring tools and strategies to monitor and insure the stability of the computing environment at the CITY.
   Our RMM and SolarWinds NCM tools allow Pace Team to monitor the CITY's environment.
2. Describe how these monitoring results would be communicated to the CITY.

QUESTIONNAIRE 10: FEE STRUCTURE

The CITY requests a fixed fee structure all-inclusive of all services provided. Include a fee breakdown based on the fixed fee pricing model. Please provide the following Manadatory Forms (i) a Fee Structure Spreadsheet Price Proposal (See Appendix A Cost Proposal - Part 1), and (ii) Acceptance of Proposal Terms and Conditions (see Proposal Form 1 – Proposer Information and Acknowledgement Form). Please address the following:

a) Are monthly/quarterly/yearly costs increased or decreased due to environmental changes? If so, please describe (i.e. adding or removing servers or users).

b) Based on the CITY's current support requirements; provide PROPOSER's ongoing monthly/quarterly fees and what is included. Address specifically the following list of items and if not included, please provide any separate fees the CITY would incur. Please provide "a la carte" pricing for any services PROPOSER can provide which is not included in this list:
   A. On-site Time
   B. Helpdesk Support
   C. After-hours Support
   D. Response Time/Problem Resolution Time
   E. Travel Time
   F. Vendor Management
   G. Training for City Users
   H. Project Management
   I. OS/Application Upgrades
   J. Additional Equipment, Applications, and/or Users
   K. Special Requests and/or Projects beyond the Scope of this RFP
   L. Regular in-person Business Review
   M. Regular Reporting on System Health in business terms
   N. Response to Major System Problems or Outages
   O. Coverage and Response During Emergency Operations and/or Activations
   P. Overall Description and Outline of the Level of Service Included for the Proposed Fees

- Describe work and related costs that are specifically excluded from the contract, i.e. any optional/incremental ongoing services or project fees, (see Appendix A Cost Proposal – Part 2).

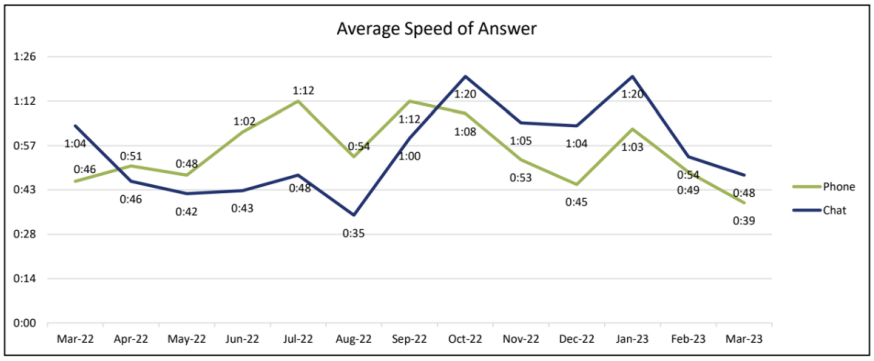
PACE SYSTEMS, INC.

Exhibit C – SLA Reporting Examples, not actual SLAs

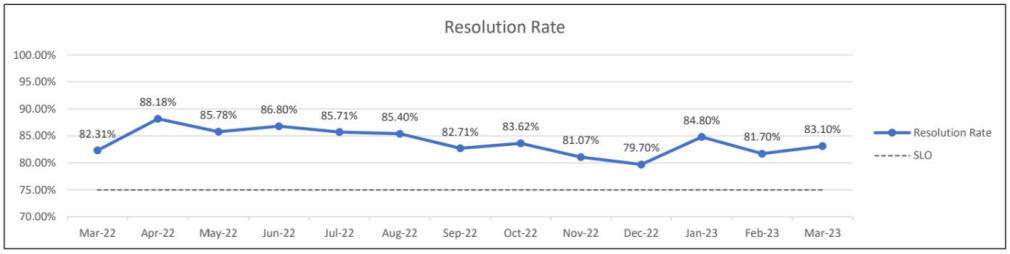
Help Desk Performance – Speed of Answer

SLO - 70% Answered within 60 Seconds

2022/23 - 76% Answered within 60 Seconds

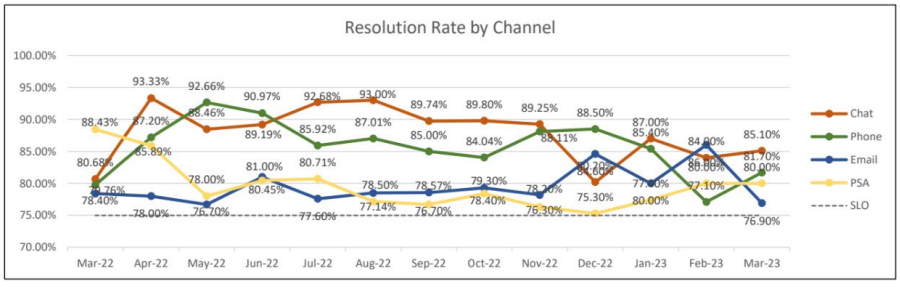


Help Desk Performance – Resolution Rate



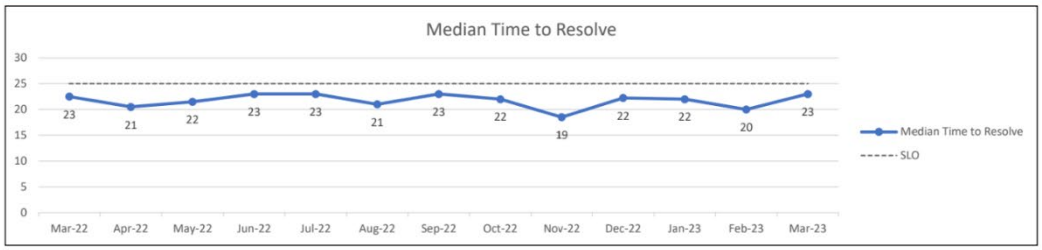
SLO - 75%

2022/23 – 84%



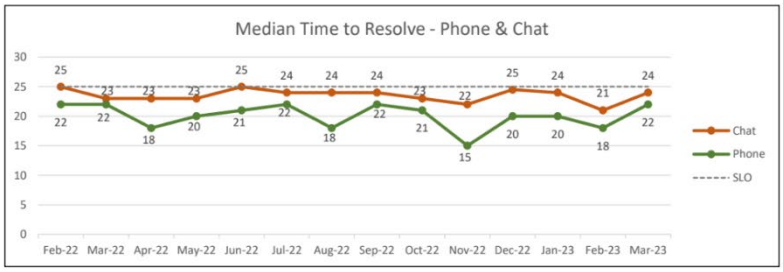
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Help Desk Performance – Median Time to Resolve

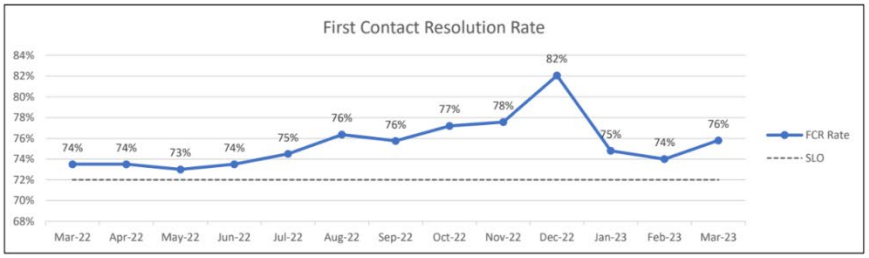


SLO - 25 min

2022/23 – 22 min

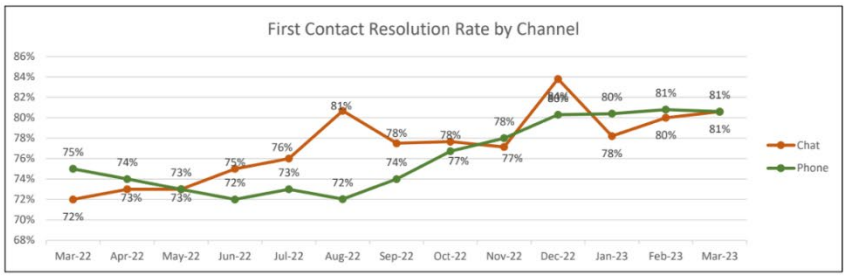


Help Desk Performance – First Call Resolution Rate



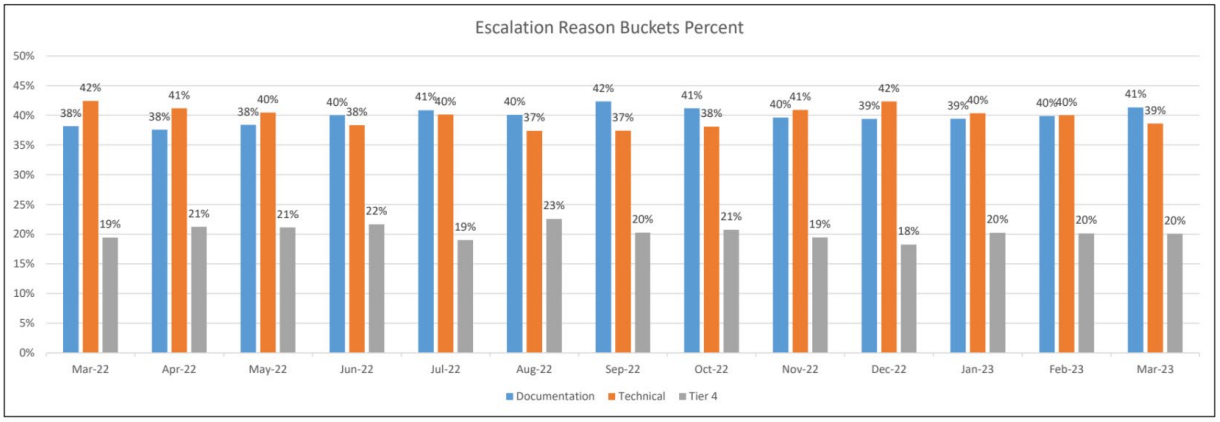
SLO - 72%

2022/23 – 76%



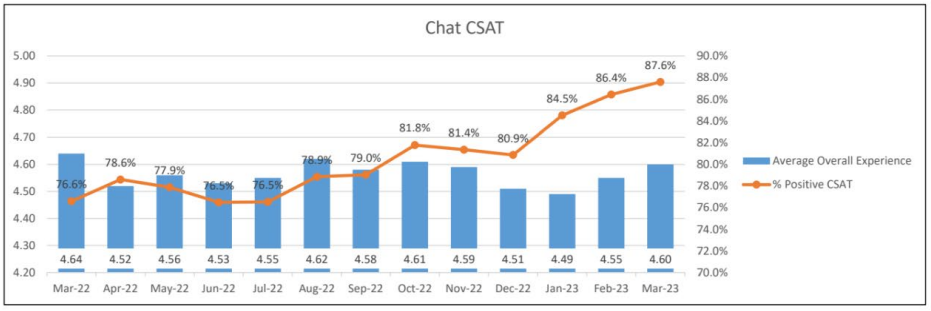
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Help Desk Performance – Escalation Reasons



Help Desk Performance – CSAT

11.69% Response Rate



Note: Prior to 12/22 surveys were only provided through chat. As of 12/1/22, data above includes phone survey. Response rate will increase in 2023

Section F – Cost & Time

Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:

$_____25,200.00_____ (print/type out amount here)

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
Risk Assessment - Full Scope		$ 24,000
Vulnerability Scaning		$ 20,000
Internal Network Penetration Testing		$ 18,000
External Penetration Testing		$ 15,000
Backup Strategy		$ TBD
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total:		

PROPOSER may add additional lines and/or pages to accommodate its list of additional/incremental services offered

PACE SYSTEMS, INC.

Exhibit E – Appendix A Cost Proposal Worksheet CONFIDENTIAL

Please see APPENDIX A Cost Proposal for additional infomation

Monthly Invoicing	**$ 25,200.00** *

On-site Services @ 2 FT T/S	$ 15,600.00
Avg. 40 Hrs x2 On-Site	
Desktop Support	
Education/Training	
Required Reporting	
Remote Support	$ 8,000.00
Including but not Limited to	
24/7 Help Desk	
Remote Pace Engineer	
Ticket Escalation	
Education/Training	
Required Reporting	
Threat Op/Security Monitor	$ 1,000.00
24/7 Monitor	
Project Management	$ 600.00
Gap Assessment	
Security Optimization	
Account Administration	
Required Reporting	

*Monthly adjustment for additions to supported devices or users
*Yearly review and joint discussion with appropriate City of Winter Springs Personnel for 3% Price Increase

Year 1 2023-2024		Year 2 2024-2025		Year 3 2025-2026	
August	$ 25,200.00	August	$ 25,830.00	August	$ 26,475.75
September	$ 25,200.00	September	$ 25,830.00	September	$ 26,475.75
October	$ 25,200.00	October	$ 25,830.00	October	$ 26,475.75
November	$ 25,200.00	November	$ 25,830.00	November	$ 26,475.75
December	$ 25,200.00	December	$ 25,830.00	December	$ 26,475.75
January	$ 25,200.00	January	$ 25,830.00	January	$ 26,475.75
February	$ 25,200.00	February	$ 25,830.00	February	$ 26,475.75
March	$ 25,200.00	March	$ 25,830.00	March	$ 26,475.75
April	$ 25,200.00	April	$ 25,830.00	April	$ 26,475.75
May	$ 25,200.00	May	$ 25,830.00	May	$ 26,475.75
June	$ 25,200.00	June	$ 25,830.00	June	$ 26,475.75
July	$ 25,200.00	July	$ 25,830.00	July	$ 26,475.75
	$ 302,400.00		$ 309,960.00		$ 317,709.00

*Yearly review and joint discussion with appropriate City of Winter Springs Personnel for 3% Price Increase. 1/2 ppt discount for monthly payment. Assuming Monthly payment, calculation is made with 1/2 ppt discount.

$ 309,960.00	$ 317,709.00	$ 325,651.73

Section G – Mandatory Forms

- Form 1- Proposer Information and Acknowledgment Form – Signed
- Form 2- References Information Form
- Form 3- Insurance Requirements Form - signed
- Form 4- Scrutinized Company Certification- Signed and Notarized
- Form 5- Non-Collusion Affidavit- Signed and Notarized
- Form 6- Drug Free Workplace Form- Signed
- Form 7- SMWBE Utilization Plan
- Form 8- Public Entity Crimes Statement- Signed and Notarized
- Form 9- E-Verify Statement – Signed
- Form 10- Conflict of Interest Statement- Signed and Notarized

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Pace Systems, Inc.

TAX ID# SNN or EIN: 36-3240909

PROPOSER ADDRESS: 2040 Corporate Lane, Naperville, IL 60563

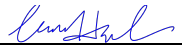
PURCHASE ORDER ADDRESS: 2040 Corporate Lane, Naperville, IL 60563

PHONE NUMBER: 630-395-2260

COMPANY WEBSITE: pace-systems.com

COMPANY CONTACT (REP): Oai Huynh, Director of Security, vCISO

CONTACT EMAIL ADDRESS: ohuynh@pace-systems.com

SIGNATURE: 

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number 1_____, dated 7/14/2023.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

REFERECE INFORMATION FORM

IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client: U-46 School District	
Contact Name and Phone #: Laurence Barron - Director of Information Services	
Contact Email Address and Fax #: laurencebarron@u-46.org	
Contract Amount:	Date Work Performed: 2019-present
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client: City Colleges of Chicago	
Contact Name and Phone #: Steve Saba - Director, Technology Support Services	
Contact Email Address and Fax #: ssaba@ccc.edu	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client: University of Illinois Health System	
Contact Name and Phone #: Andrew Mosio	
Contact Email Address and Fax #: amosio@uic.edu	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
✔	Commercial General Liability (Occurrence Form) patterned after the current ISO form	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

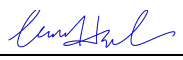
The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

Pace Systems, Inc.

PROPOSER



Authorized Signature

Director of Security, vCISO

Officer Title

08/01/2023

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
   Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

_____
(Authorized Signature)

Oai Huynh, Director of Security, vCISO
(Printed Name and Title)

Pace Systems, Inc.
PROPOSER

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (__X__) online notarization, this __2nd__ day of __August__, 2023 by __Oai Huynh__ the __vCISO__ of __Pace Systems, Inc.__, a n __Illinois corp__ (__x__) who is personally known to me or (__-__) who produced __-__ as identification.

OFFICIAL SEAL
STEPHANIE A HUBBARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/2027

_____
Notary Public

Print Name: __Stephanie Hubbard__

My Commission Expires: __4/17/27__

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF Illinois

COUNTY OF DuPage

Oai Huynh, being duly sworn, deposes and says that:

(1) He/~~she~~ is Virtual CISO / Director of Information Security of Pace Systems, Inc.
Title PROPOSER

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Virtual CISO / Director of Information Security (Title)

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 2nd day of August 2023 by Oai Huynh, vCISO,

who is (X) personally known to me or (-) who has produced - as identification and

who (did / did not) take an oath.

(Signature of Notary Public)

OFFICIAL SEAL
STEPHANIE A HUBBARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/2027

Stephanie Hubbard (Name of Notary Typed, Printed or Stamped) Notary Public

891941 (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

Pace Systems, Inc. does:

PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Authorized Signature) 08/0/2023 (Date)

Oai Huynh

(Print/Type Name as Signed Above

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: Pace Systems, Inc.

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.

- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services**.

2. This sworn statement is submitted by (PROPOSER) Pace Systems, Inc. whose business address is 2040 Corporate Lane, Naperville, IL 60563 and (if applicable) Federal Employer Identification Number (FEIN) is 36-3240909 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Oai Huynh and my relationship to the PROPOSER named above is Virtual CISO / Director of Information Security.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature 08/01/2023 Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Illinois

COUNTY OF DuPage

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2nd day of August, 2023, and is personally known to me, or has provided _____ as identification.

_____My Commission expires: 4/17/2027
Notary Public

OFFICIAL SEAL
STEPHANIE A HUBBARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/2027

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: Pace Systems, Inc.

Authorized Signature: 

Title: Director of Security, vCISO

Date: 08/01/2023

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services**.
This sworn statement is submitted by (PROPOSER) Pace Systems, Inc. whose business address is

2040 Corporate Lane, Naperville, IL 60563 and (if applicable) Federal Employer Identification Number (FEIN) is

36-3240909 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.) My name is Oai Huynh and my relationship

to the PROPOSER named above is Virtual CISO / Director of Information Security.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

_____ 08/01/2023
Signature Date:

STATE OF Illinois

COUNTY OF DuPage

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2nd day of August, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 4/17/27
Notary Signature

OFFICIAL SEAL
STEPHANIE A HUBBARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/2027

Section H – Florida State Filing

Excerpts from Company's by-law

BY-LAWS

OF

PACE SYSTEMS, INC.

ARTICLE I

OFFICES

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.







Sissine's Business Solutions

Presentation For:

City of Winter Springs

IT Managed Services

RFP #06-23-01 JD

Attn: Stuart MacLean – Interim Procurement Manager

407-327-7581

smaclean@winterspringsfl.org

The Sissine's Difference

Presented by:

Mrs. Cindy Mill-Smith

Major Account Representative

Cell: 407-394-9262

csmith@sissines.com

Mr. Dean Eisold

IT Manager

deisold@sissines.com

407-404-6488 Ext. 244

Mr. Mike Sanguine

Regional VP of Sales

msanguine@sissines.com

Sissine's Business Solutions of Orlando

Office: (407) 404-6488 Ext. 255

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Sissine's Business Solutions of Orlando, LLC

TAX ID# SNN or EIN: 46-3694974

PROPOSER ADDRESS: 995 W. Kennedy Blvd. Ste. 35, Orlando, FL 32810

PURCHASE ORDER ADDRESS: 995 W. Kennedy Blvd. Ste. 35, Orlando, FL 32810

PHONE NUMBER: 407-404-6488 Ext. 255

COMPANY WEBSITE: www.sissines.com

COMPANY CONTACT (REP): Cindy Smith - Rep. Ext. 261 Mike Sanguine - Regional VP of Sales

CONTACT EMAIL ADDRESS: csmith@sissines.com msanguine@sissines.com

SIGNATURE: Michael Sanguine Printed: Mike Sanguine

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number _____, dated _____.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

Sissine's
Business Solutions



Table of Contents:

1. Introduction Letter

2. Qualifications

Mission, History, & Services

3. Other Information- Why Sissine's

Total Solutions Provider
Additional Software & Vlue Added

4. Cost & Time- Appendix A.

Cost Proposal Worksheet
Statement of what is included in the package.

5. Mandatory Proposal Forms

6. Florida State Corporate Filing

7. Computer Audit

8. Sissine's Manage IT Services & Support Agreement

Sissine's
Business Solutions



1. Introduction Letter



A. Introduction Letter:

Being your "Partner in Technology", not just another vendor!

Hello Jonathan and City of Winter Springs Staff,

We thank you for the opportunity to compete for your Managed IT Services. I realize you know myself and Mike Sanguine. In the future, I would like the opportunity to bring in our IT Manager, Dean Eisold when the right time arises. The proposed solution was designed to maximize the efficiency and effectiveness of your IT infrastructure. We are ready to provide you with two (2) full time On-Site IT Experts to support your network, servers, phone systems, desktops/laptops, wireless access points, security cameras, access controls systems and much more. Our Managed IT Systems are specifically selected to meet the unique demands of the City of Winter Springs environment and it is our intention for this project to integrate seamlessly into your current environment. In addition to the On-Site Dedicated IT Technicians, we Maintain & Support your IT infrastructure, your Security Protection, Server Management, Network Management, Data Backup & Recovery. Hosted Secure email, Cloud Integration, Consulting, and Project Management.

We believe in the Power of Partnership. Sissine's Office Systems is dedicated to helping companies become more efficient, productive, and competitive. Capitalizing on the best in office technologies from the world's top manufacturers, we provide innovative solutions, responsive to our customers' imaging, document, and information systems needs and objectives.

Sissine's Business Solutions' commitment to your company's success is just beginning. Following implementation, we will service and support your IT, so you continue to function at optimal capacity and meet the demands of your daily network systems.

Cindy Smith, Mike Sanguine, Dean Eisold and the whole Sissine's Business Solutions Team are here for you! Believing customer service begins with implementation of the two On-Site Experts and will continue to support your business by helping for today and solving other business objectives in the future. Maintaining regular contact with users to ensure their satisfaction with our On-Site Staff while monitoring your network 24/7, 365 to ensure timely responses to any issues.

Lastly, we like to have quarterly meetings with your company and your management team to insure 100% customer satisfaction.

Sincerely,

Cindy Smith
Major Accounts Executive
Sissine's Business Solutions of Orlando, LLC.

Sissine's
Business Solutions



2. Qualifications

Mission
History
References
Service

Sissine's Business Solutions



BRIEF HISTORY, MISSION, AND GOALS

Sissine's is a US based servicing provider that offers an array of hardware and software solutions in the office imaging industry. Sissine's offers customers a One-Stop Shop providing a broad line of digital office imaging solutions including the sale and service of copiers, fax machines, printers, wide-format, computer systems, phone systems, storage solutions, facility management services and Managed IT Solutions. At Sissine's we have been addressing the changing needs of our clients since 1981 by providing best-in-class equipment, outstanding service, and exceptional support. Sissine's offers the latest in digital office technology including a full line of award winning copiers, printers, faxes, wide format printers,electronic document storage solutions and software solutions.

We are an organization made up of over 100 employees with "Zero" debt and 100% dedication to providing exceptional service all of the time. We are on target to do over $32 million dollars in Revenue this year after coming off of a $26 million Revenue year in 2022. We are fully trained and equipped to serve our clients with the latest total document solutions. Sissine's is dedicated to helping companies become more efficient, productive, and competitive. Capitalizing on the best in office technologies from the world's top manufacturers, we provide innovative solutions, responsive to our customers 'imaging, document, and information systems needs and objectives. Sissine's commitment to your company's success is just beginning. Following implementation, we will service and support your solution to ensure it continues to function at optimal capacity and meet the demands of your daily document workflow.

Philosophy:
The Company philosophy is to provide "Automated Service & Supplies" with a decentralized structure, regional operations will maintain their success and management, preserving and building upon existing customer relationships.

Mission Statement:
Sissine's Office Systems strives to provide only the best products and services in each industry. We will provide the most advanced technology, service, and staff only after we have identified the most efficient, productive, and economical opportunities for each customer. We translate these advanced technologies into value for our customers through our professional solutions, services and consulting businesses.

Goals & Objectives:
The company goals are to think BIG, constantly educate our staff, and constantly evolve with up and coming technology. Sissine's Office Solutions is a successful company that is a leader in customer service and has a loyal customer following. The goal is to maintain customer satisfaction by obtaining 99% retention on current customers.



Organizational Structure of Business

Vendor: Sissine's Business Solutions of Orlando, LLC

FEIN 46-3694974

Corporate: Sissine's Office Systems, Inc - FEIN 59-2139556

Date of Incorporation: 1981

Years in Business: 41

Annual Revenues: $25,595,000

Number Of Employees: 100+

Physical Address: 995 W. Kennedy Blvd. Ste. 35

Orlando, FL 32810

(407) 404-6488 phone

Mail/Billing Address: 6123 Phillips Highway

Jacksonville, FL 32216

(888) 771-2679

Primary Contacts:

Cindy Smith - Major Account Executive csmith@sissines.com

Mike Sanguine – V.P. msanguine@sissines.com

Sissine's Business Solutions



Corporate Certificates

Sunbiz.org

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
SISSINE'S BUSINESS SOLUTIONS OF ORLANDO LLC

Filing Information

Document Number	L13000103070
FEI/EIN Number	46-3694974
Date Filed	07/22/2013
Effective Date	07/15/2013
State	FL
Status	ACTIVE

Principal Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 07/19/2017

Mailing Address

po box 550754
JACKSONVILLE, FL 32255

Changed: 04/18/2014

Registered Agent Name & Address

SISSINE, SAMUEL M
2742 ESTATES LANE
JACKSONVILLE, FL 32257

Authorized Person(s) Detail

Name & Address

Title MGRM

SISSINE, SAMUEL M
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Title MGRM

SISSINE, JOSEPH E
2301 CHERYL DRIVE
JACKSONVILLE, FL 32217

Sunbiz.org

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
SISSINE OFFICE SYSTEMS, INC.

Filing Information

Document Number	F55022
FEI/EIN Number	59-2139556
Date Filed	11/17/1981
State	FL
Status	ACTIVE

Principal Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 11/16/1987

Mailing Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 11/16/1987

Registered Agent Name & Address

SISSINE, MICHAEL R
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Address Changed: 04/29/2013

Officer/Director Detail

Name & Address

Title P

SISSINE, MICHAEL R
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Title VP

SISSINE, MADELYNNE
6123 PHILLIPS HWY.
JACKSONVILLE, FL

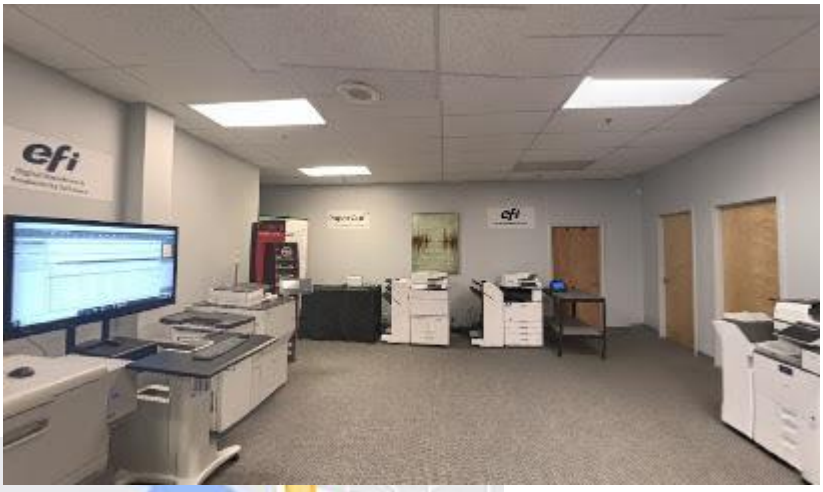
Sissine's Business Solutions is a Solely Owned Subsidiary

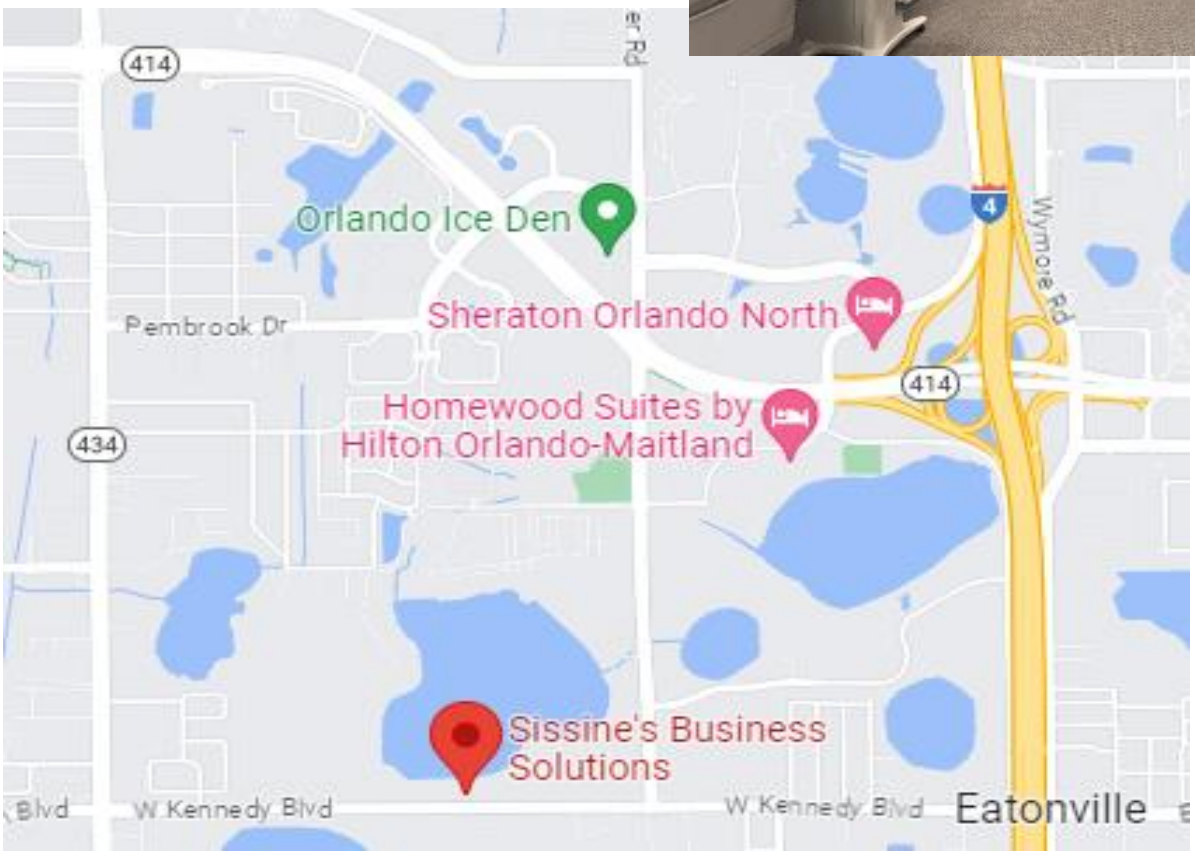
Of Sissine's Office Solutions.

DRUG FREE WORKPLACE: Sissine's is proud to be a Drug Free Workplace and have service technicians pass background checks. We hold a high standard of conduct for all our employees and staff.

Orlando Location

Sissines Business Solutions of Orlando, LLC
995 W. Kennedy Blvd., Ste. 35
Orlando, FL 32810
Phone: 407-404-6488
www.sissines.com

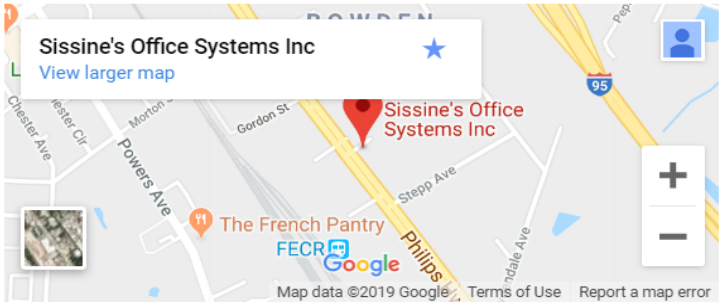




Locations

Jacksonville Office
6123 Phillips Hwy,
Jacksonville, FL 32216

Phone: 904-739-0540



Daytona Office
1293 N US Highway 1, Unit #6
Ormond Beach, FL 32174

Phone: 386-506-5144

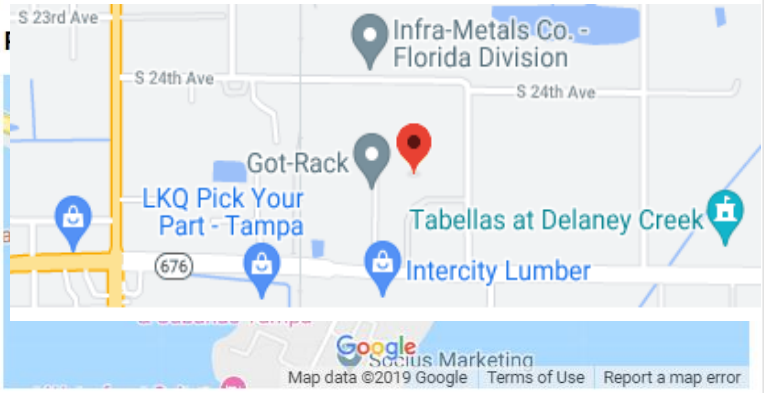


Gainesville Office
825 Northwest 23rd Ave., BLDG 1, STE C
Gainesville, FL 32609

Phone: 352-593-2268



Tampa Office
2649 Causeway Center Dr
Tampa, FL 33619**Phone:** 813-333-1788

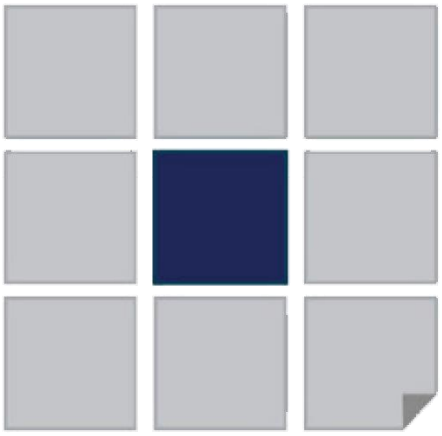


Document Management Solutions



I.T. Solutions







Multifunctional Device Solutions



Mailing Solutions

Managed IT Services



Dedicated Technicians



Maintenance & Support



Security & Protection



Server Management



Network Management



Hosted & Secure E-Mail



Data Backup & Recovery



Cloud Integration



Consulting & Projects

Sissine's Business Solutions



Sissine's Staff & Support Team

The following personnel will be a part of the implementation team:

Name & Industry Tenure	Title	Implementation Responsibility
Cindy Mill-Smith– 25 years	Major Account Executive	Project Coordinator / Trainer
Mike Sanguine– 20 years	Regional VP of Sales	Ensures completion of all deliverables and allocates all resources
Dean Eisold – 20+ years	IT Manager	Manages IT Team, PMP, Onboarding to Monthly Meetings
Sam Sissine – 26 years	President of Sales	Ensures completion of all deliverables and allocates all resources
Paul D'Angelo – 33 years	Network Engineer	Handles all technical software/ hardware
Bobby Burns- 15 years	MSP Lead Engineer	Handles all -MSP Team & 3CX Phone System
Mike Batista - 27 years	Onsite Orlando- MSP Engineer	Additional Level Local Onsite IT Support for Orlando area
Brett Elder – 14 years	TSP Engineer	Manages full range of IT Services including Project Mgmt.
Joe Sissine– 24 years	President of Operations	Manages all logistics, delivery, lease return, and warehouse

Sissine's
Business Solutions



Current Municipalities that Rely on Sissine's

Citrus County Schools

City of Casselberry Inc. 1940

Beacon College

The Lakefront City Leesburg Est. 1857

City of Winter Springs Incorporated 1959 In God We Trust

Lake Sumter State College

Groveland Florida City with Natural Charm

Lake Wales Charter Schools

Alachua County Public Schools

Santa Fe College

SEA Seminole Education Association

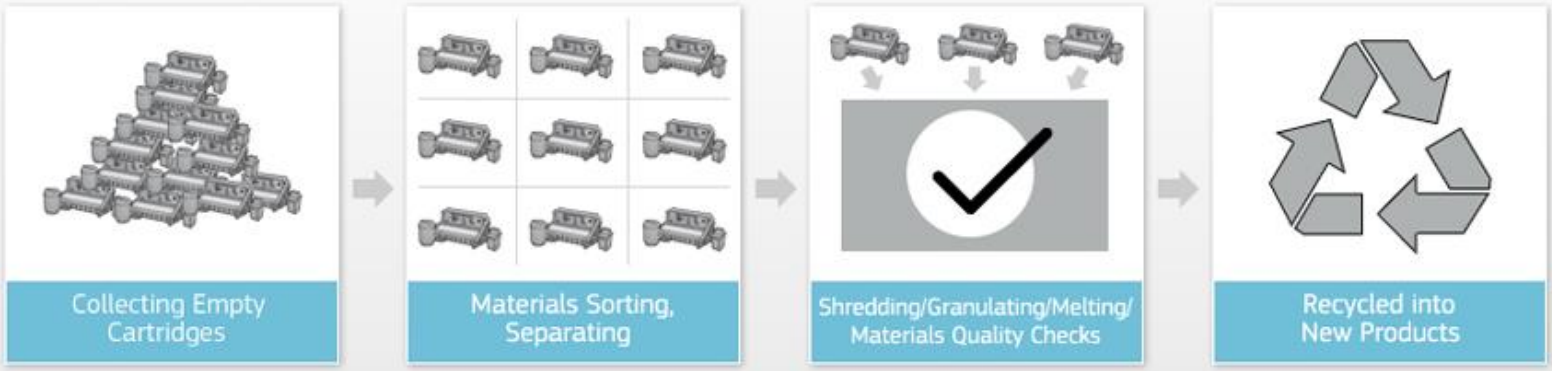
Sissine's Business Solutions



Cities Initiatives for Sustainability







Recovered Resources When Recycling One Toner Cartridge

Materials Classification	Materials Weight Ratio
Synthetic Resin	43
Metals	38
Non-Metals (Al)	5
Discarded Toner Powder	3 or less
Miscellaneous Materials	11
TOTAL = 100 %	

REFERECE INFORMATION FORM

IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name: Action Mail Services	
Type of Project/Service: Managed IT Services and upgraded servers.	
Address: 2441 Orlando Central Parkway, Orlando, FL 32809	
Contracting Agency/Client: Mohamed Janmohamed	
Contact Name and Phone #: Mohamed (407) 855-9277	
Contact Email Address and Fax #: mj@actionmailservices.com	
Contract Amount: Excess of $36,000	Date Work Performed: 8/2021 to Present
Project #2:	
Project Name: All Pro Asphalt	
Type of Project/Service: Managed IT Services	
Address: 1901 Hill Street, Jacksonville, FL 32202	
Contracting Agency/Client: Cierra Albansese	
Contact Name and Phone #: Cierra Albanese 904-355-1776	
Contact Email Address and Fax #: Cierra Albanese kpurcell@allproasphalt.net	
Contract Amount: Excess of $93,000	Date Work Performed: Start in 6/21 to Present
Project #3:	
Project Name: Ivan and Dougustinis Esq.	
Type of Project/Service: Managed IT Services	
Address: 5150 Belfort Rd., Building 200, Jacksonville, FL 32256	
Contracting Agency/Client: Amanda Lundy	
Contact Name and Phone #: Amanda Lundy 904-395-2395	
Contact Email Address and Fax #: amanda@ivanlawgroup.com	
Contract Amount: Excess of $84,000.00	Date Work Performed: 11/2021 to Present
Project #4:	
Project Name: Applied Mechanical Equipment Inc.	
Type of Project/Service: Managed IT Services - 5 Year Agreement	
Address: 1145 Saints Road, Jacksonville, FL 32246	
Contracting Agency/Client: Karen Raffaelly	
Contact Name and Phone #: Karen Raffaelly 904-642-8701	
Contact Email Address and Fax #: kraffaelly@amejax.com	
Contract Amount: Excess of $59,400.00	Date Work Performed: From 2023 to Present
Project #5:	
Project Name: Sally Dark Rides - Tours	
Type of Project/Service: Managed IT Services for 5 yearss	
Address: 745 W. Forsyth Street, Jacksonville, FL 32204	
Contracting Agency/Client: John Stegall - VP Technical Services	
Contact Name and Phone #: John Stegall 904-335-7100	
Contact Email Address and Fax #: jstegall@sallydarkrides.com	
Contract Amount: $174,000.00	Date Work Performed: May 2023 to Present

Sissine's Business Solutions



Education References

Duval County Public Schools

Donna Blizzard (904) 858-4836 blizzardd@duvalschools.org

147 Kyocera MFPs (25-80ppm)

Annual Prints/Copies: 45,000,000+

Assigned Service Technicians: 2

Service Location: Jacksonville

Citrus County Schools

Susan Perry (352) 726-1931 perrys@citrus.k12.fl.us

130+ Canon MFP's, (20 – 80ppm)

Annual Prints/Copies: 57,500,000

Assigned Service Technicians: 3

Service Location: Orlando & Tampa

Santa Fe College

David Shlafer – Director of Purchasing (352) 395-5000
david.shlafer@sfcollege.edu

Brad Grant, I.T. Systems Administrator

Brad.grant@sfcollege.edu

Multiple Canon MFPs (25-90ppm)

Assigned Service Technicians: 2

Service Location: Jacksonville, Orlando, Gainesville

Sissine's Business Solutions

#6.



Six Reasons why Sissines Managed IT Services are right for your City

Time Savings

Instead of just waiting for something to break, our experts proactively monitor your systems. We conduct preventive maintenance and detect/eliminate problems before they occur, saving you time and money.

Seamless from the start

We specialize in working with the technology you already have and seamlessly integrating them with the technology and infrastructure you need.

This ensures a smooth and steady transition from the start. No interruptions and no downtime. We are a new partner you can finally trust and who will mature your technology deployments and standards.

What you need and nothing more

We are known for being honest and transparent with our customers about which services are right for their business. You will never be over-investing in your technology and services because every solution we provide comes tailored to your needs, resources, and budget.

Real Support

The Sissines Help Desk is ready to support you with lightning speed.

Through a combination of remote access logins, support calls, and on-site field support.

We will make sure your issues are addressed and fixed promptly and professionally.

No Mumbo Jumbo Tech Rambling

At Sissines we carefully select each employee based on their ability to communicate as well as their technical skills. We make sure you not only understand what's happening, but you will work with a friendly person improving the end user support experience for your employees.

Reliability

We provide the reliability, urgency, and call to action you need to manage your technology, so you can focus on productivity and profitability. We never call in sick, complain or take a vacation, so we are always available to step in and assist you.

Sissine's
Business Solutions



3. Other Information- Why Sissine's

Total Solutions Provider

Additional Software & Value Added

Sissine's Business Solutions



Sissine's Value Added

We have a track record of supporting community involvement by:

- Sponsoring City Events
- Ringing the Bell for Salvation Army
- GM is on Mustard Seed Board
- New Hope for Kids- Art on the Vine
- Make A Wish Foundation Multiple Events
- City of Casselberry- Parks & Recreation Sponsors
- Many Events for U.C.P.
- Excellerate to Benefit Jacksonville Police Dept.

We are Manufacturer and State Approved to utilize Contracts like;

- We are listed on the State of Florida Contract 4400000-NASPO-19-ACS
  Canon Authorized Government Partner

- Listed on U. S. Communities-
  National Government Ricoh Purchasing Contract

- WSPCA National Contract for HP Peripherals/ Printers

Sissine's Business Solutions



System Management Software

On-Site Local Software Support

Software Included with Copier MFD's allows you to :

- View entire fleet from one program.
- Track & Limit Color prints, copies, & scans by ID Codes.
- Push out information across fleet like adding/ deleting email addresses one time for all.
- Universal Print Drivers- PCL & Postscript drivers.
- Remote User Interface ability- view toner levels, meter readings, and more from any PC.
- Mobile Print & Scanning with Tracking from any I-phone, I-Pad, or Android system, Includes multi-media sources such as smart phones and mobile tablets.
- Data and Network Security- HDD Erase, HDD Format Removal, HDD Encryption, Security chip encryption,
- IP Sec secures data as traverses network, and SMB3.0 provides communication route encryption.
- LDAP and Active Directory integration.

Software Options allow you to:

Direct, advise, or inform users of the most efficient printer for a given print job.

Provide for rules based printing with Pop-Up notification or redirection.

Ability to initiate print jobs from multi-media sources such as smart phones and tablets.

Ability to initiate print jobs from multi-media devices even using Cloud Printing.

Easily pull reports to identify locations which operational redundancies exists to support the most efficient fielding of equipment.

Find me, Follow me printing- Send print job and then retrieve from any device.

* To provide an accurate quote we would need to assess your current situation and learn more about your goals so we can choose the most cost effective solution for your needs.. We provide a variety of system management software from UniFlow, PaperCut, GoPrint, and more.

Sissine's Business Solutions



FM Audit :"Automated Toner and Meter Monitoring Software"

➢Our Software Monitors your Copier/Printer Fleet an reports back Automatic Meter Reads – Allows automatic meter read for all devices connected to the network as well as live supply level status which allows us to fulfill Automatic Toner replenishment.

➢***We can even provide a sign on to your IT Staff and they can view all equipment at one Computer. See sample below.***

Applied Technology and Management	Michael Sanguine	CANON	iR C5185	Downstairs Copy	MER07963	10.192.0.42	00-00-85-4B-9C-F1		G2463	5	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Waste Toner					0.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
view	GPR-20 Black Toner					97.00%	2/22/2012 11:24:21 AM	N/A		36000	34920.00
view	GPR-20 Cyan Toner					98.00%	2/22/2012 11:24:21 AM	N/A		27000	26460.00
view	GPR-20 Magenta Toner					63.00%	2/22/2012 11:24:21 AM	N/A		27000	17010.00
view	GPR-20 Yellow Toner					9.00%	2/22/2012 11:24:21 AM	N/A		27000	2430.00
Applied Technology and Management	Michael Sanguine	HP	LaserJet 1320 series		CNFC55B076	10.192.0.35	00-13-21-BF-11-7E			1	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Toner Cartridge					85.60%	2/17/2012 11:24:25 AM	N/A		2500	2140.00
Applied Technology and Management	Michael Sanguine	HP	LaserJet 5000 Series	HP LaserJet 5000N-front office	JPC3020598	10.192.4.31	00-01-E6-64-96-68			1	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Toner Cartridge HP C4129X					50.00%	2/22/2012 11:24:21 AM	N/A		10000	N/A
Applied Technology and Management	Michael Sanguine	HP	LaserJet 5000 Series		USB3070833	10.192.8.33	00-01-E6-32-85-1A			1	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Toner Cartridge HP C4129X					50.00%	2/22/2012 11:24:21 AM	N/A		10000	N/A
Applied Technology and Management	Michael Sanguine	HP	LaserJet 5000 Series	LaserJet 5000 (CAD Area)	USC1021390	10.192.4.30	00-0E-7F-DE-0C-D8			1	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Toner Cartridge HP C4129X					50.00%	2/22/2012 11:24:21 AM	N/A		10000	N/A
Applied Technology and Management	Michael Sanguine	CANON	iR C4080-GX100		TQG01019	10.192.8.37	00-E0-81-81-2C-5D		G5695	5	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Waste Toner					0.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
view	Black GPR-21					50.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
view	Cyan GPR-21					100.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
view	Magenta GPR-21					100.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
view	Yellow GPR-21					100.00%	2/22/2012 11:24:21 AM	N/A		N/A	N/A
Applied Technology and Management	Michael Sanguine	CANON	iR3235		DGA05642	10.192.0.43	00-00-85-DA-FF-92		G2464	2	
View Details	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages
view	Waste Toner					0.00%	2/16/2012 11:24:24 AM	N/A		N/A	N/A
view	GPR-16 Black Toner					0.00%	2/16/2012 11:24:24 AM	N/A		N/A	N/A
Applied Technology and Management	Michael Sanguine	HP	Designjet T1100 44in (44" sized)		MY7883C003	10.192.4.40	00-40-CA-9E-CB-16			6	
View	Consumable Name				Consumable Serial#	Consumable Level	Last Update Date	Historical Coverage		Consumable Capacity	Estimated Pages

Sissine's Office Systems INCORPORATED



OpenText Cloud

RightFax

Benefits

- Secure Faxing for each user
- Send Faxes Using Email
- Easily Create & Modify Cover Pages
- Fax from the MFD without a fax board
- Electronic copies of faxes
- Experience no service disruptions
- Eliminate Costly fax machines/ boards



Includes:

- Cloud Based
- Mobile Faxing
- up to 35 users
- up to 1,000 pages/ mo
- Overages @ $0.055 per page
- Install, Training & Support



Sissine's
Business Solutions



IT Helpdesk Calls

Customer Service –



- ✓ **Automated Service calls through reporting tool**
- ✓ **Web and phone access**
- ✓ **Remote Support**
- ✓ **Local Dispatch**
- ✓ **Quick response**



Sissine's Business Solutions



HISTORICAL DATA

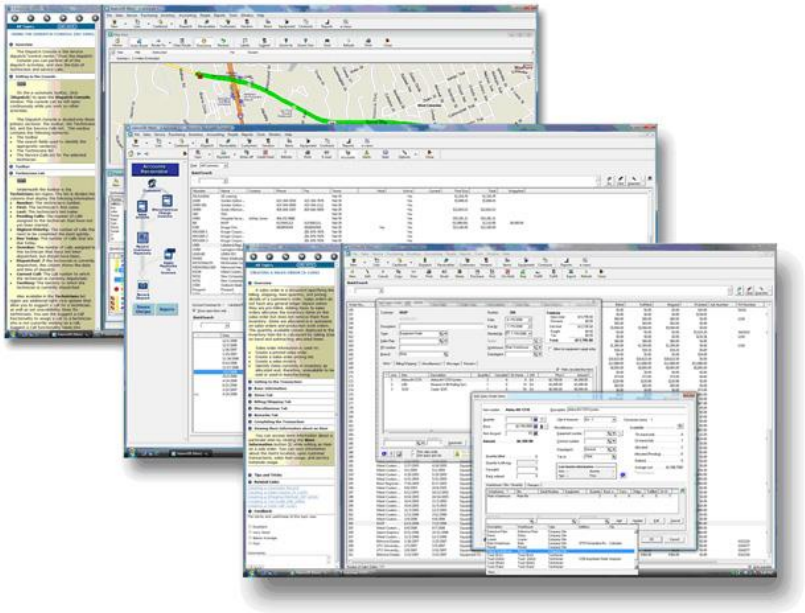
➢**Sissine's Service History**– **Technicians have access to historical data via their cell phones and work laptops. Each technician has access to ConnectWise and multiple platforms to resolve any technical issue in a timely fashion**

ConnectWise®









Sissine's Business Solutions

LANIER A RICOH COMPANY · Copystar Kyocera Technology · Canon · LEXMARK · hp · KIP

Product Line



B&W or Color Multifunction Products



Network Printers



Digital Duplicators



Facsimile Systems



Production Equipment



Mailing Products



Document Management



Scanners



Wide Format Systems



Printing & Document Software Solutions

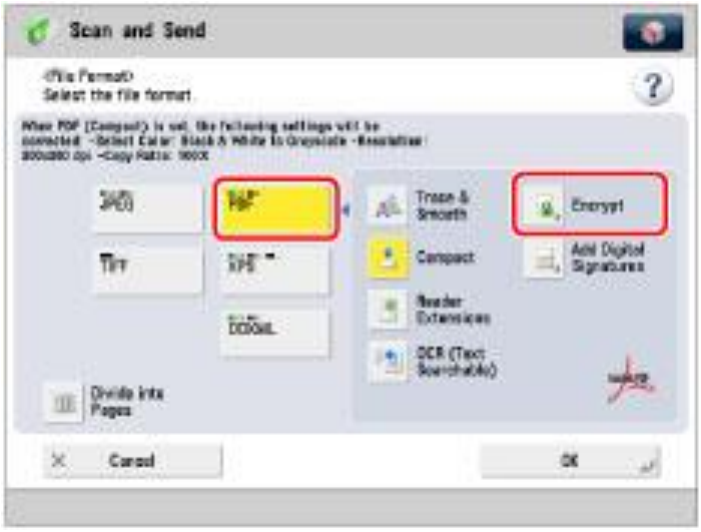
Sissine's Business Solutions



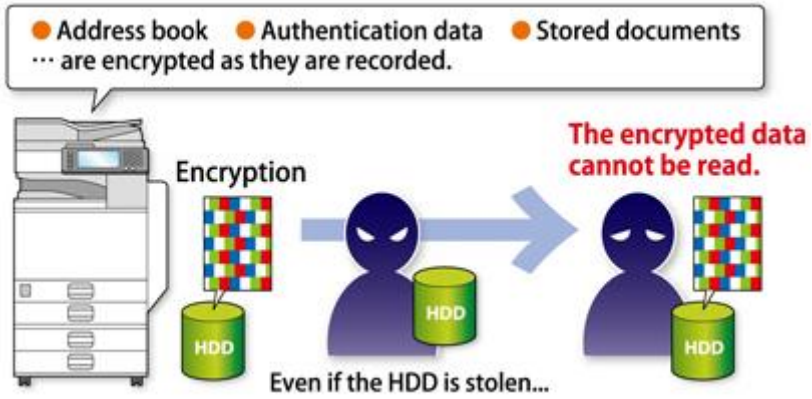
Leveraging Technology



User Card Authentication – Secure Print



Encrypted Scans





Hard Drive Encryption



Hard Drive Erase

Sissine's Business Solutions



CUSTOMER SATISFACTION

Customer Satisfaction

Customer satisfaction is extremely important to Sissine's and the foundation for our amazing growth over the years. Satisfaction is gauged in two primary ways.

IT Ticketing & Responses

- Prompt response
- Large Helpdesk staff, highly trained wih high first call resolution
- Onsite IT Experts to perform quality checks to address any additional potential concerns
- Communication with the end-user at the end of the call describing the services provided and to gain their satisfaction before closing out the ticket.
- Brief questionnaires *"You Be The Judge"* with return postage directly addressing the satisfaction of the service experience

Monthly Account Reviews

- Complete review of response times, up-time, IT support, volumes, first call completion percentage, etc. on detailed report
- Review Computer Audit Report with details about:
    - Computer's ID & Hardware Info
    - Latest Performance
    - Service History on Computer
    - Software Summary
    - Drive Information
    - Network & Security Information
    - Patch Summary
- Discuss any area for improvement.





4. Cost & Time

Appendix A. Part 1. & Part 2

Questionnaire Responses

Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall

be: $18,050.00/month- (print/type out amount here)

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
Additional projects would be scoped and billed at our preferred customer rate of $145/hour +parts & software if needed	Hour	$ $145.00/hour
		$
After Hours support would be billed at a rate of $175/hour with 1 Hour minimum	Hour	$ $175.00/hour
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total:		

PROPOSER may add additional lines and/or pages to accommodate its list of additional/incremental services offered

Sissine's Business Solutions



Statement of Work to be Provided:

Included in the Cost / Month are the following:

Work Order/Service Order Ticketing System

Patch Management system and Patch Reporting

Monitoring CITY and ISP circuits and core infrastructure to alert during a system outage or critical behavior change

Helpdesk support; including remote access to CITY workstations, servers, firewalls and network equipment, multiple via phones & Two (2) on-site helpdesk technicians

8am to 5pm Monday-Friday – After hours quoted “A La Carte”.

Workstation imaging and deployment

Perform regularly scheduled tasks such as weekly testing of phone lines and running file restore verifications After-hours support

Emergency response support

Vendor management support

Training for CITY staff as needed

Project management as needed

Operating System/Application upgrades

Firmware and driver upgrades

Diagnostics, repair and/or replacement of hardware; including working with manufacturers and or third party vendors to ensure eligible equipment is repaired under valid warranties and/or existing contracts

Develop and maintain documentation of both physical and logical networks, servers and service applications IT asset inventory tracking and allocation

Software license tracking and reporting

Monitor and maintain anti-virus, and security solutions for all servers, workstations and/or CITY issued mobile devices.

Monitor and maintain data backup and file recovery



Monitor and maintain e-mail archiving and e-discovery solutions

Monitor and maintain disaster recovery and/or off-site back-up solutions

Assist the Information Technology Manager with comprehensive information technology systems planning, and change outs and upgrades.

Assist the Information Technology Manager in strategic plans, procedures, compliance evaluations and security audits.

Monitor and maintain the Police Emergency Operations Center room and technical equipment within. Monitor and maintain multi-media encoder, streaming equipment, audio and video components of the CITY Hall Chambers meeting room.

Assisting with technology presentations and materials of CITY Commission meetings, which at present time begin at 6:30PM and may run as late as 12:00AM.- see Part 2. Cost Proposal.

Sissine's is Experienced and familiar with the City's current Environment and Existing Infrastructure.

We are prepared to Exceed your Expected Level of Service from Priority 1 to Priority 4 of the Bid.

Customer Service and Quality is our #1 Goal. We will provide you with only skilled and competent IT Professionals.

As per Part 2. Cost Proposal we will be happy to provide support after hours for after hour emergencies of any kind, including public emergencies.

Change and Additions can be discussed as per our IT Services & Support Agreement Attached.



Questionnaire 1. Organization & Experience

Sissine's view of our role of your information technology support services provider is to be your partner in technology, not just another vendor. Our entire team from the Help Desk, to the 2 On-Site Technicians know how to communicate with end users To solve problems quickly.

Questionnaire 2. Problem Reporting and Resolution Process

Sissine's Plan for on-boarding – Our on-boarding process involves the installation of a remote agent (Screen Connect), Automate and our Anti-Virus/Malware software. This process is accomplished in two stages. 1st stage is via push from the Domain Controller and is pushed to all workstations. 2nd stage is for those that did not get installed via a push from the Domain Controller.

Monthly reviews are held with the City POC to review tickets and issues that are done from out Automate software. These reports are rich in detail and will provide a great deal of information as they relate to the management of the City Network and users.

All Computer systems are monitored and managed via our Automate tool. This provides a full picture of the workstation and performance issues automatically push alerts to our team who can then address performance issues in a proactive manner. There are several things that can and will be done to ensure that performance remains at its peak and when needed changes will be noted and addressed with City POC.

Please see the **Attached- Sissine's IT Solutions – Computer Audit. 212 Pages.**
This displays a detailed overview of a computer, with details about the computer's identification, hardware information, latest performance, service history, software summary, drive information, network information, and patch summary.



Questionnaire 3. Assumptions, Requirement, Risks, and Expectations.

Please see attached Sissine's IT Services & Support Agreement.
Under the Schedule of Assumptions on Page. 8

Questionnaire 4. Level of Service

1. We use Connectwise Manage for trouble ticketing. The process is that issues are sent, called to our helpdesk and the board is monitored 24/7 for any issues so that our ability to respond is noted along with a description of the issue and the POC for working the resolution.
2. Our team consists of Tier 1, 2 and 3 team members who work closely with the goal of quick resolution to issues and an escalation process is in place to resolve issues as fast as possible.
3. After hours are supported via a dedicated phone number that users can call when assistance is needed on an urgent basis. This number is routed to a minimum of 3 individuals so that the issue and urgency can be addressed as fast as possible. Normal contact time is within 1 hour or less.
4. Disaster recovery will be established once we have a full picture of the current environment and what are considered critical systems that need to be available quickly. To hypothetically devise a DR plan without a clear understanding of what is needed is not recommended.
5. Software upgrades would be coordinated with City POC and help to eliminate any downtime if possible. As for fees, further information on what systems is involved would be needed.

B. **Helpdesk and Monitoring**

Much like a Copier service call simply call our 407-404-6488 ext 3 for Helpdesk. A technician will remote in to assist end users. We email CIO or IT Manager a copy of the service ticket, the next step in the ticket and the close out of the ticket. There is no limit of calls or man ohours. Our Helpdesk is 8am to 5pm Monday through Friday.



Questionnaire 4. Level of Service (Continued)

B. **Helpdesk and Monitoring**

Anyone in your organization can call the Helpdesk. All Helpdesk staff are Sissine's employees. We do not sub-contract out any of our staff. If the Helpdesk cannot resolve an issue first step would be to get with our onsite Technician to further trouble shoot and then escalate the call to the next technician most experienced with the type of issue. Whether it be a phone issue, network, server, or even a copier / printer issue.

We understand user Logins and passwords are confidential. If you will provide us in advance any the information that no staff are to ask, we will be happy to accommodate.

- Please see attached listing of Certifications.

C. Security & Protection

Maintaining and securing intel, data, and machines is extremely important. Sissine's safeguards your business from a breach of sensitive data with ongoing vulnerability management and risk assessments. These precautions keep your systems safe for operation and for conducting business with customers and vendors.

We are happy to provide an annual security assessment and report.

D. Management Deliverables and Reports

Please see attached Computer Audit Report.

D. Documentation and Records

Please see sample IT Services & Support Agreement which describes how Sissine's will record maintenance, installation, performance, and changes to the system.



End of Contract Terms and Conditions

This Agreement shall begin on the Effective Date and shall remain in force for an "Initial Term" of Three (3) years. Notwithstanding the "Initial Term" period of (3) years, this Agreement will be reviewed on the anniversary of the Effective Date to address any necessary adjustments or modifications which need to be made as amendments hereto and to be applicable for the subsequent years. This Agreement will renew automatically for successive and subsequent one (1) year terms beginning on the day immediately following the end of the "Initial Term", unless either party gives the other sixty (60) days prior written notice of its intent not to renew this Agreement. Such successive and subsequent one (1) year Term(s) are herein referred to as the "Renewal Term(s)".

A)This Agreement may be terminated by the Client upon sixty (60) days written notice if the ServiceProvider:i.Fails substantially to fulfill its obligations under this Agreement and does not cure such failurewithin thirty (30) days of receipt of written notice from the Client which delineates specificfailures of the Service Provider in its performance of this Agreement.

ii.Breaches any other provision of this Agreement and fails to remedy such breach within thirty(30)days of receipt of written notice from the Client which delineates the specific provisions ofthis Agreement of which the Service Provider is in breach thereof.

iii.Terminates or suspends its business operations, unless it is succeeded -by a permitted assigneeunder this Agreement.

B)If Client terminates this Agreement, Service Provider will assist Client in the orderly termination ofservices, including timely transfer of the services to another designated provider. Client agrees to payService Provider the normal fees and costs charged hereunder for such assistance

Questionnaire 5. Documentation and Reporting

Please see the next page for an overview of the Managed IT Services reporting to our Helpdesk, the process of resolution, and the reporting back to the IT Manager.

Sissine's
Business Solutions



Sissine's MANAGED IT Support

Through a combination of… remote access logins, support calls, and on-site field support.



- **Time Savings Instead of just waiting for something to break;**
  - * Our experts proactively monitor your systems remotely.
  - * We conduct preventive maintenance and detect/eliminate problems before they occur.



- **Seamless from the start;**
  - * We specialize in working with the technology you already have and Seamlessly integrating them with the technology and infrastructure you need. ***(i.e. RSA & Web CRD)***



- **Placing a Service Call;** *"Via Web or Phone"*
  - * Place the call
  - * Sissine's will call you back to walk through fix and/or remote directly in
  - * If remote call does not complete the job, we immediately Helpdesk will contact one of the 2 Onsite IT Experts to work together to solve the issue.
  - *Tickets will be emailed to the City IT Manager as they occur.
  - *We will meet on a monthly basis to re-cap the Tickets, and trends.

We are a trusted partner you can rely on to exceed your technology deployments and needs!



Questionnaire 6. Security

Sissine's staff shall submit to a full fingerprint based background check to satisfy Criminal Justice Information Systems (CJIS) security policy and will comply with the requirements outlined in the CJIS Security Addendum. This information will be forwarded to the State of Florida for all clearances as required.

We have many years experience in the Document Imaging Division with IT and Service Technicians being required to pass background checks as well as certifications. Some include Lake Sumter State College, City of Groveland, City of Casselberry, Duval County Schools, and many more. We have a Drug Free workplace and are will to accommodate these requirement.

Questionnaire 7. Proposer's Staff Training

We recruit individuals that have a IT Management Bachelor's Degree's or higher. Most of our staff are tenured with IT Support Certificates, IT Project Management Certifications, and IT Associates Degree's in Helpdesk areas. We assign work positions based upon the individuals experience to ensure they are not only suited for the position but will also enjoy the position. We train and cover all processes from incoming ticketing, resolution, security, future technology, customer service, and follow up. We also utilize a variety of online Training and Certification programs to ensure all individuals are fully trained.

Questionnaire 8. Project Management

We have a few PMP's. Dean Eisold would be the PMP in charge of any new projects that the City may want us to take over. Dean has over 20 years experience in Project Management and many years with Sissine's. He leads our IT Team and will meet with your IT Manager as a first step in this project to ensure we select the right fit for your City's needs. Certifications below;

Microsoft – MCP, MCDST, MCSA, Azure Fundamentals- 3CX Advanced 4, ITIL v3, MCSE-3, MCP-2, Unifi Wieless Admin

CompTIA A+, Network + - 7 IPC-A-610 IPC Trainer (CIT) Soldiering, IPC J-STD-001 IPC Specialist (CIS)

Epic Resolute Hospital Billing * HIPPAA (Privacy & Security) HPDC, Google Cybersecurity Pro Cert, and more.



Questionnaire 9. Infrastructure Health Monitoring

We utilize ConnectWise as our monitoring tool to ensure the stability of you our computing environment. We provide monthly meetings to review ticketing, and reports from ConnectWise as shown in the attached sample report.

Questionnaire 10. Fee Structure

Please see Appendix A. Cost Proposal Part 1. & 2. Only exceptions are listed on Part. 2.



5. Mandatory Proposal Forms

1. Proposer Information & Acknowledgement Form
2. References Information Form
3. Insurance Requirements Form
4. Scrutinized Company Certification Form
5. Non-Collusion Affidavit
6. Drug Free Workplace Form
7. SMWBE Utilization Plan
8. Public Entity Crimes Statement
9. E-Verify Statement
10. Conflict of Interest Statement
11. Appendix A- Cost Proposal Worksheet, Part 1 and Part 2

Appendix B. Statement of Work, including Attachment 1.
(not mandatory)

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: Sissine's Business Solutions of Orlando, LLC

TAX ID# SNN or EIN: 46-3694974

PROPOSER ADDRESS: 995 W. Kennedy Blvd. Ste. 35, Orlando, FL 32810

PURCHASE ORDER ADDRESS: 995 W. Kennedy Blvd. Ste. 35, Orlando, FL 32810

PHONE NUMBER: 407-404-6488 Ext. 255

COMPANY WEBSITE: www.sissines.com

COMPANY CONTACT (REP): Cindy Smith - Rep. Ext. 261 Mike Sanguine - Regional VP of Sales

CONTACT EMAIL ADDRESS: csmith@sissines.com msanguine@sissines.com

SIGNATURE: Michael Sanguine Printed: Mike Sanguine

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number _____, dated _____.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

REFERECE INFORMATION FORM

IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name: Action Mail Services	
Type of Project/Service: Managed IT Services and upgraded servers.	
Address: 2441 Orlando Central Parkway, Orlando, FL 32809	
Contracting Agency/Client: Mohamed Janmohamed	
Contact Name and Phone #: Mohamed (407) 855-9277	
Contact Email Address and Fax #: mj@actionmailservices.com	
Contract Amount: Excess of $36,000	Date Work Performed: 8/2021 to Present
Project #2:	
Project Name: All Pro Asphalt	
Type of Project/Service: Managed IT Services	
Address: 1901 Hill Street, Jacksonville, FL 32202	
Contracting Agency/Client: Cierra Albansese	
Contact Name and Phone #: Cierra Albanese 904-355-1776	
Contact Email Address and Fax #: Cierra Albanese kpurcell@allproasphalt.net	
Contract Amount: Excess of $93,000	Date Work Performed: Start in 6/21 to Present
Project #3:	
Project Name: Ivan and Dougustinis Esq.	
Type of Project/Service: Managed IT Services	
Address: 5150 Belfort Rd., Building 200, Jacksonville, FL 32256	
Contracting Agency/Client: Amanda Lundy	
Contact Name and Phone #: Amanda Lundy 904-395-2395	
Contact Email Address and Fax #: amanda@ivanlawgroup.com	
Contract Amount: Excess of $84,000.00	Date Work Performed: 11/2021 to Present
Project #4:	
Project Name: Applied Mechanical Equipment Inc.	
Type of Project/Service: Managed IT Services - 5 Year Agreement	
Address: 1145 Saints Road, Jacksonville, FL 32246	
Contracting Agency/Client: Karen Raffaelly	
Contact Name and Phone #: Karen Raffaelly 904-642-8701	
Contact Email Address and Fax #: kraffaelly@amejax.com	
Contract Amount: Excess of $59,400.00	Date Work Performed: From 2023 to Present
Project #5:	
Project Name: Sally Dark Rides - Tours	
Type of Project/Service: Managed IT Services for 5 yearss	
Address: 745 W. Forsyth Street, Jacksonville, FL 32204	
Contracting Agency/Client: John Stegall - VP Technical Services	
Contact Name and Phone #: John Stegall 904-335-7100	
Contact Email Address and Fax #: jstegall@sallydarkrides.com	
Contract Amount: $174,000.00	Date Work Performed: May 2023 to Present

INSURANCE REQUIREMENTS FORM

Insurance Type	Required Limits
✔ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔ Employer's Liability	$1,000,000 each accident, single limit per occurrence
Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔ (Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔ Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐ Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

Sissine's Business Solutions of Orlando, LLC

PROPOSER

Authorized Signature

Vice President of Sales

Officer Title

8/3/2023

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
   Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Michael Sanguine

(Authorized Signature)

Michael Sanguine - Vice President of Sales

(Printed Name and Title)

Sissine's Business Solution of Orlando, LLC.

PROPOSER

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (____) online notarization, this 3 day of August 2023 by Michael Sanguine, the VP Sales of Sales Sissine, a Florida Corporation who is personally known to me or (____) who produced FL DL as identification.

JUANITA RIVERA NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires August 23, 2023 No. GG 363970

Notary Public

Print Name: Juanita Rivera

My Commission Expires: 8/23/2023

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF Floridee

COUNTY OF Orange.

Mike Sanguine, being duly sworn, deposes and says that:

(1) He/she is Vice President of Sales (Title) of Sissine's Business Solutions (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Michael Sanguine (Signed) Vice President of Sales (Title)

STATE OF Floridee

COUNTY OF Orange.

The foregoing instrument was acknowledged before me this 3 OF August 2023 by Michael Sanguine

who is (___) personally known to me or (✓) who has produced FL DL as identification and

who (did / did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary Typed, Printed or Stamped) Notary Public

GG 363970 (Commission Number)

JUANITA RIVERA NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires August 23, 2023 No. GG 363970

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

Sissine's Business Solutions of Orlando, LLC does:

PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Michael Sanguinetti — 8/3/2023

(Authorized Signature) (Date)

Michael Sanguinetti

(Print/Type Name as Signed Above

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: Sissine's Business Solutions of Orlando, LLC

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services**.

2. This sworn statement is submitted by (PROPOSER) Sissine's Business Solutions whose business address is 995 W. Kennedy Blvd. and (if applicable) Federal Employer Identification Number (FEIN) is 46-3694974 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Mike Sanguine and my relationship to the PROPOSER named above is VP of Sales.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Michael Sanguine 8/31/2023
Signature Date:

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: _Sissine's Business Solutions of Orlando LLC._

Authorized Signature: _____

Title: Vice President of Sales

Date: 8/3/2023

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services.**
This sworn statement is submitted by (PROPOSER) Sissine's Business Solutions whose business address is 995 W. Kennedy Blvd. and (if applicable) Federal Employer Identification Number (FEIN) is 46-3694974 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.) My name is Mike Sanguine and my relationship to the PROPOSER named above is VP of Sales.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Michael Sanguine 8/3/2023
Signature Date:

STATE OF Florida

COUNTY OF Orange

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of August, 2023 and is personally known to me, or has provided FLDL as identification.

_____ My Commission expires: 8/23/2023
Notary Signature

JUANITA RIVERA
NOTARY PUBLIC
My Comm. Expires August 23, 2023
No. GG 363970
STATE OF FLORIDA

Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall

be: $18,050.00/month- (print/type out amount here)

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
Additional projects would be scoped and billed at our preferred customer rate of $145/hour +parts & software if needed	Hour	$ $145.00/hour
		$
After Hours support would be billed at a rate of $175/hour with 1 Hour minimum	Hour	$ $175.00/hour
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total:		

PROPOSER may add additional lines and/or pages to accommodate its list of additional/incremental services offered

Sissine's
Business Solutions



6. Florida State Corporate Filing

Corporate Filings from Sunbiz.org

Sissine's Business Solutions



Sunbiz.org Division of Corporations — an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
SISSINE'S BUSINESS SOLUTIONS OF ORLANDO LLC

Filing Information

Document Number	L13000103070
FEI/EIN Number	46-3694974
Date Filed	07/22/2013
Effective Date	07/15/2013
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/28/2019
Event Effective Date	NONE

Principal Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 07/19/2017

Mailing Address

po box 550754
JACKSONVILLE, FL 32255

Changed: 04/18/2014

Registered Agent Name & Address

SISSINE, JOSEPH E
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Name Changed: 02/06/2023

Address Changed: 06/23/2020

Authorized Person(s) Detail

Name & Address

Title MGRM



SISSINE, SAMUEL M
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Title MGRM

SISSINE, JOSEPH E
po box 550754
JACKSONVILLE, FL 32255

Title MGR

MORIN, BOBBY
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Annual Reports

Report Year	Filed Date
2021	04/28/2021
2022	04/28/2022
2023	02/06/2023

Document Images

02/06/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
06/23/2020 -- ANNUAL REPORT	View image in PDF format
05/28/2019 -- LC Amendment	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
07/19/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
03/30/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
07/22/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Sissine's Business Solutions



Corporate Certificates

Sunbiz.org

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
SISSINE'S BUSINESS SOLUTIONS OF ORLANDO LLC

Filing Information

Document Number	L13000103070
FEI/EIN Number	46-3694974
Date Filed	07/22/2013
Effective Date	07/15/2013
State	FL
Status	ACTIVE

Principal Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 07/19/2017

Mailing Address

po box 550754
JACKSONVILLE, FL 32255

Changed: 04/18/2014

Registered Agent Name & Address

SISSINE, SAMUEL M
2742 ESTATES LANE
JACKSONVILLE, FL 32257

Authorized Person(s) Detail

Name & Address

Title MGRM

SISSINE, SAMUEL M
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Title MGRM

SISSINE, JOSEPH E
2301 CHERYL DRIVE
JACKSONVILLE, FL 32217

Sunbiz.org

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
SISSINE OFFICE SYSTEMS, INC.

Filing Information

Document Number	F55022
FEI/EIN Number	59-2139556
Date Filed	11/17/1981
State	FL
Status	ACTIVE

Principal Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 11/16/1987

Mailing Address

6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Changed: 11/16/1987

Registered Agent Name & Address

SISSINE, MICHAEL R
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Address Changed: 04/29/2013

Officer/Director Detail

Name & Address

Title P

SISSINE, MICHAEL R
6123 PHILLIPS HIGHWAY
JACKSONVILLE, FL 32216

Title VP

SISSINE, MADELYNNE
6123 PHILLIPS HWY.
JACKSONVILLE, FL

Sissine's Business Solutions is a Solely Owned Subsidiary

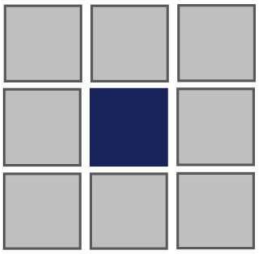
Of Sissine's Office Solutions.

DRUG FREE WORKPLACE: Sissine's is proud to be a Drug Free Workplace and have service technicians pass background checks. We hold a high standard of conduct for all our employees and staff.

Sissine's
Business Solutions



7. Sample Computer Audit Report



Sissine's
IT Solutions

Computer Audit

Displays a detailed overview of a computer, with details about the computer's identification, hardware information, latest performance, service history, software summary, drive information, network information, and patch summary.

Computer Audit

August 1, 2023

Sissine's IT Solutions

S-12361-BUFORDT

Identification

Client	Sissine's Office Systems Inc.
Location	Main
Computer	S-12361-BUFORDT
Nickname	S-12361-BUFORDT
Domain	WORKGROUP
Last Login	S-12361-BUFORDT\Administrator
Asset Tag	

Hardware Information

Manufacturer	LENOVO					
Product Model	ThinkServer RD440					
Chassis Type	RackMountChassis					
Processor	Intel(R) Xeon(R) CPU E5-2420 v2 @ 2.20GHz (x2)					
Memory	72 GB (12 of 12 slots used)					
Video	Microsoft Basic Display Adapter					
Monitors	1					
Devices	7					
Network Cards	Wired	3	WiFi	0	Other	1
Sensors	Voltage	0	Temp	0	Other	0
Printers	External	0	Virtual	2		

Drive Information

Internal Drives	4	Total Used: 954 GB / 6.82 TB (14%)
Optical Drives	0	
Other Drives	0	
Network Shares	0	
Drives to Review	0	

Network Information

Local IP Address	10.10.0.10
Router Address	50.196.118.218
Gateway Address	10.10.0.1
MAC Address	70-E2-84-0C-4E-E9

Latest Performance



0 % 19 % 14 %

Asset History

Date Added	2023 Jul 18
Date OS Installed	2023 Jul 19
Last Startup	2023 Jul 28 02:24 PM
Last Contacted	2023 Aug 01 12:20 PM

Software Summary

Operating System	Windows Server 2022 Standard x64 Version 2009
Apps Installed	9
Unclassified Apps	4
Blacklisted Apps	0
Startup Items	29
Services	595
Processes	132

Patch Summary

Last Scanned	Unknown
Last Patched	Unknown
Update Version	Not Available
Patches Approved	0
Patches Installed	0
Patches Missing	0
Patches Failed	0

Computer Audit

August 1, 2023

Sissine's IT Solutions

S-12016

Identification

Client	Sissine's Office Systems Inc.
Location	Main
Computer	S-12016
Nickname	S-12016
Domain	corp.sissines.biz
Last Login	CORP\asproul
Asset Tag	- -

Hardware Information

Manufacturer	Dell Inc.
Product Model	00F6D3
Chassis Type	Notebook
Processor	Intel(R) Core(TM) i5-6300U CPU @ 2.40GHz
Memory	16 GB (1 of 2 slots used)
Video	Intel(R) HD Graphics 520
Monitors	1
Devices	6
Network Cards	Wired 2 WiFi 3 Other 1
Sensors	Voltage 0 Temp 0 Other 0
Printers	External 2 Virtual 4

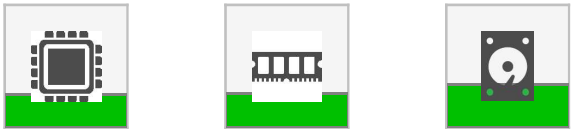
Drive Information

Internal Drives	1	Total Used: 86 GB / 238 GB (36%)
Optical Drives	0	
Other Drives	0	
Network Shares	1	
Drives to Review	0	

Network Information

Local IP Address	10.1.1.88
Router Address	162.254.10.26
Gateway Address	10.3.0.1
MAC Address	14-4F-8A-41-B5-09

Latest Performance



28 % 29 % 36 %

Asset History

Date Added	2022 Aug 01
Date OS Installed	2022 Aug 01
Last Startup	2023 Jul 12 07:06 AM
Last Contacted	2023 May 17 01:24 PM

Software Summary

Operating System	Windows 10 Pro x64 Version 2009
Apps Installed	22
Unclassified Apps	6
Blacklisted Apps	0
Startup Items	42
Services	691
Processes	160

Patch Summary

Last Scanned	Unknown
Last Patched	Unknown
Update Version	Not Available
Patches Approved	0
Patches Installed	0
Patches Missing	0
Patches Failed	0

Computer Audit

August 1, 2023

Sissine's IT Solutions

S-12041

Identification

Client	Sissine's Office Systems Inc.
Location	Main
Computer	S-12041
Nickname	S-12041
Domain	corp.sissines.biz
Last Login	CORP\mtanner
Asset Tag	- -

Hardware Information

Manufacturer	Dell Inc.
Product Model	0D24M8
Chassis Type	Desktop
Processor	Intel(R) Core(TM) i7-6700T CPU @ 2.80GHz
Memory	16 GB (1 of 2 slots used)
Video	Intel(R) HD Graphics 530
Monitors	2
Devices	7
Network Cards	Wired 3 WiFi 3 Other 2
Sensors	Voltage 0 Temp 0 Other 0
Printers	External 1 Virtual 4

Drive Information

Internal Drives	1	Total Used: 89 GB / 476 GB (19%)
Optical Drives	0	
Other Drives	0	
Network Shares	0	
Drives to Review	0	

Network Information

Local IP Address	10.1.1.193
Router Address	162.254.10.26
Gateway Address	10.1.0.1
MAC Address	D8-9E-F3-92-96-F8

Latest Performance



0 %



70 %



19 %

Asset History

Date Added	2022 Dec 09
Date OS Installed	2022 Dec 09
Last Startup	2023 Jul 14 12:05 PM
Last Contacted	2023 Aug 01 12:18 PM

Software Summary

Operating System	Windows 11 Pro x64 Version 2009
Apps Installed	40
Unclassified Apps	23
Blacklisted Apps	0
Startup Items	46
Services	746
Processes	280

Patch Summary

Last Scanned	Unknown
Last Patched	Unknown
Update Version	Not Available
Patches Approved	0
Patches Installed	0
Patches Missing	0
Patches Failed	0

Computer Audit

August 1, 2023

Sissine's IT Solutions

S-12046-ROSCOE

Identification

Client	Sissine's Office Systems Inc.
Location	Main
Computer	S-12046-ROSCOE
Nickname	S-12046-ROSCOE
Domain	WORKGROUP
Last Login	S-12046-ROSCOE\IT
Asset Tag	- -

Hardware Information

Manufacturer	LENOVO					
Product Model	Lenovo ThinkServer TS130					
Chassis Type	Tower					
Processor	Intel(R) Xeon(R) CPU E31225 @ 3.10GHz					
Memory	32 GB (4 of 4 slots used)					
Video	Intel(R) HD Graphics P3000					
Monitors	1					
Devices	5					
Network Cards	Wired	1	WiFi	0	Other	1
Sensors	Voltage	0	Temp	0	Other	0
Printers	External	1	Virtual	3		

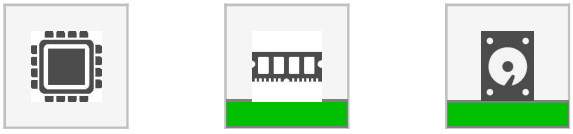
Drive Information

Internal Drives	1	Total Used: 50 GB / 223 GB (23%)
Optical Drives	0	
Other Drives	0	
Network Shares	0	
Drives to Review	0	

Network Information

Local IP Address	10.1.1.124
Router Address	162.254.10.26
Gateway Address	10.1.0.1
MAC Address	44-37-E6-AF-C6-0A

Latest Performance



0 % 24 % 23 %

Asset History

Date Added	2023 Jul 12
Date OS Installed	2023 Jul 08
Last Startup	2023 Jul 21 03:43 AM
Last Contacted	2023 Jul 31 05:06 PM

Software Summary

Operating System	Windows 10 Pro x64 Version 2009
Apps Installed	12
Unclassified Apps	3
Blacklisted Apps	0
Startup Items	37
Services	654
Processes	154

Patch Summary

Last Scanned	Unknown
Last Patched	Unknown
Update Version	Not Available
Patches Approved	0
Patches Installed	0
Patches Missing	0
Patches Failed	0

Computer Audit

August 1, 2023

Sissine's IT Solutions

S-12108

Identification

Client	Sissine's Office Systems Inc.
Location	Main
Computer	S-12108
Nickname	S-12108
Domain	corp.sissines.biz
Last Login	S-12108\melvinp
Asset Tag	- -

Hardware Information

Manufacturer	Dell Inc.					
Product Model	Unknown					
Chassis Type	Notebook					
Processor	Intel(R) Core(TM) i5-6300U CPU @ 2.40GHz					
Memory	8 GB (1 of 2 slots used)					
Video	Intel(R) HD Graphics 520					
Monitors	1					
Devices	6					
Network Cards	Wired	2	WiFi	3	Other	1
Sensors	Voltage	0	Temp	0	Other	0
Printers	External	3	Virtual	4		

Drive Information

Internal Drives	1	Total Used: 80 GB / 237 GB (34%)
Optical Drives	0	
Other Drives	0	
Network Shares	0	
Drives to Review	0	

Network Information

Local IP Address	10.4.0.44
Router Address	47.206.119.72
Gateway Address	10.87.113.1
MAC Address	90-61-AE-6B-5A-FD

Latest Performance



3 % 50 % 34 %

Asset History

Date Added	2022 Sep 20
Date OS Installed	2022 May 02
Last Startup	-
Last Contacted	2023 May 10 09:39 PM

Software Summary

Operating System	Windows 10 Pro x64 Version 2009
Apps Installed	26
Unclassified Apps	7
Blacklisted Apps	0
Startup Items	49
Services	701
Processes	285

Patch Summary

Last Scanned	Unknown
Last Patched	Unknown
Update Version	Not Available
Patches Approved	0
Patches Installed	0
Patches Missing	0
Patches Failed	0

Sissine's
Business Solutions



8. Sample Sissine's

Managed IT Services & Support Agreement

Sissine's Office Systems INCORPORATED

904-739-0540
WWW.SISSINES.COM

Here to Help You

We strive to provide only the best products, services and solutions in each industry. We create and support robust technologies and infrastructures, prevent problems before they happen, and have fast, friendly, and reliable support services.



PREPARED FOR:

City of Winter Springs

IT Services & Support Agreement

Sissine's Office Systems
6123 Philips Hwy # A
Jacksonville, FL 32216
904.739.0540
sales@sissines.com
www.sissines.com

Table of Contents

SUMMARY OF CLIENT REQUIREMENTS 3

EXECUTIVE SUMMARY 3

SIX REASONS WHY SISSINES MANAGED IT SERVICES ARE RIGHT FOR YOUR BUSINESS 4

- SOLUTION OVERVIEW 5

SERVICE LEVELS (SLA'S) 6

SERVICES PRICING 7

- CHANGE ORDERS 7

SCHEDULE OF ASSUMPTIONS 8

TERMS AND CONDITIONS 9

- FEES AND PAYMENT SCHEDULE. 10
- WARRANTIES; RETURNS; DISCLAIMER. 10
- LIMITATION OF LIABILITY 11
- INDEMNIFICATION OBLIGATIONS. 11
- NON-SOLICITATION OF EMPLOYEES 11
- CONFIDENTIALITY 11
- SEVERABILITY 11
- ENTIRE AGREEMENT 11
- TERMINATION 12
- MISCELLANEOUS 12
- ACCEPTANCE OF TERMS 12

SIGNATURES 13

APPENDIX A 14

This Service Agreement ("Agreement") is entered into as of "_____" (the "Effective Date") by and between Sissine's Office Systems, Inc., a Florida Corporation (herein referred to as the "Sissines") and BMP Electric 10634 E. Colonial Drive, Orlando Florida, 32817, a business including its parents, subsidiaries and affiliates (herein referred to as "Client").

Summary of Client Requirements

Client is looking for IT support at the Jacksonville Florida location along with IT managed services outlined in this proposal to maintain, manage, and support their IT environment.

Executive Summary

When your technology systems or infrastructures fail, you are often at the mercy of someone else's availability or expertise. You might have different companies and providers to interact with to keep the systems and infrastructures working smoothly. Can your business afford to keep paying all of those "fix-it" type providers over and over again for the same problems?

Whether you have an in-house IT person or team that needs assistance with co-managed IT services, or you are a business that needs fully-managed IT services, Sissines is here to help.

Our mission is to help you focus on what matters for your business. We strive to provide only the best products, services and solutions in each industry. We create and support robust technologies and infrastructures, prevent problems before they happen, and have fast, friendly, and reliable support services…all for one flat monthly fee.

If you're ready to protect your business against the loss of productivity, extended downtime, and high support fees, then you're more than ready for fully-managed IT services.

Six Reasons why Sissines Managed IT Services are right for your business

Time Savings
Instead of just waiting for something to break, our experts proactively monitor your systems. We conduct preventive maintenance and detect/eliminate problems before they occur, saving you time and money.

Seamless from the start
We specialize in working with the technology you already have and seamlessly integrating them with the technology and infrastructure you need.
This ensures a smooth and steady transition from the start. No interruptions and no downtime. We are a new partner you can finally trust and who will mature your technology deployments and standards.

What you need and nothing more
We are known for being honest and transparent with our customers about which services are right for their business. You will never be over-investing in your technology and services because every solution we provide comes tailored to your needs, resources, and budget.

Real Support
The Sissines Help Desk is ready to support you with lightning speed.
Through a combination of remote access logins, support calls, and on-site field support.
We will make sure your issues are addressed and fixed promptly and professionally.

No Mumbo Jumbo Tech Rambling
At Sissines we carefully select each employee based on their ability to communicate as well as their technical skills. We make sure you not only understand what's happening, but you will work with a friendly person improving the end user support experience for your employees.

Reliability
We provide the reliability, urgency, and call to action you need to manage your technology, so you can focus on productivity and profitability. We never call in sick, complain or take a vacation, so we are always available to step in and assist you.

Solution Overview

Sissines will deliver Full IT Managed Services to Client, business units, and its subsidiaries.
These services focus on utilization of onsite field support, Help Desk support, engineering and management of all desktops, servers, communications, and security related components.

The major components of Sissines IT Managed Services are:

- Onsite IT support
- Unlimited Help Desk during normal business hours:

  7:30 AM – 5:30PM EST Monday through Friday
- Desktop Workstation & Laptop management and support
- 24/7/365 Proactive Monitoring and Alerts

  Monitoring business-critical hardware, software, and services reduces the impact to your end users as Sissine's will be notified of any outage
- Network management and support
- Server and storage management and support
- Offsite Information Backup as a Service – Safeguard all company information
- Cybersecurity management and support
- Anti-Virus as a service for all workstations and servers
- VOIP Phone support – provided customer is on a Sissines provided phone system – 3CX

Refer to **Appendix A** for the details on Services covered by the Solutions Overview.
Client understands that any and all services requested by Client that fall outside of the IT Managed Services set forth on Appendix A of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Services outside of normal business hours are considered "Emergency Support" and subject to additional fees.
Hardware costs of any kind are not covered under this Agreement.

Service Levels (SLA's)

On a monthly basis, Sissines and Client will review and provide to the Client the Service Levels and associated Target Levels. If actions by the Clients business objectives, or any Client related circumstances, prevent Sissines from achieving the performance levels as required, then the root cause will be documented, and no further corrective action will be required.

If a Service level is missed for three consecutive months and there are no mitigating circumstances, a thirty-day service improvement plan will be developed, documented, and approved by Client and Sissines.

Should a Service Level miss the service level target in the next thirty-day period following the implementation of the service improvement plan a penalty amount of 10 percent (10%) of the total monthly fees paid by Client to Sissines for this Agreement in the month the Service Level Goal(s) were not met will be credited to Client on the next month's invoice.

Service Levels	Target	Definition
Average Hold Time	<180 seconds	
End User Satisfaction Rating (1 poor-5 excellent)	>=3.5	Sissine's will periodically send surveys to end users who have received support.
Priority 1	Requires Immediate response 30 minutes to respond 1-hour status updates to the customer 4-hour resolution goal	Business critical system(s) or service(s) are not available, affects the ability to perform work for multiple users or locations.
Priority 2	60 minutes to respond 8 business hour resolution goal	Business System(s) or service(s) are not available, affects the ability to perform work of a single user of a non-mission critical system
Priority 3	60 minutes to respond 12 business hour resolution goal	Business System(s) or service(s) problems. manual work-around procedures or work arounds in place, or non-critical types of tickets.
Priority 4	60 minutes to respond Resolution defined by 3rd party vendor	System(s) or service(s) problems which require 3rd party vendor resolution. No contract in place with 3rd party.

Services Pricing

Pricing, deposits and milestone payments for total proposed services is as follows:

Support Services	Quantity	Total Price
End User Support (Unlimited Help Desk phone support during normal business hours)	190	**Included**
Desktop Workstations & Laptops (Dispatched Onsite Support along with Anti-Virus Management, Patching, and Device Management)	190	**Included**
24/7 Monitoring of Critical Infrastructure	190	**Included**
Networking, WIFI, & Firewalls (Patching and Updates Included)	190	**Included**
Servers & Storage (Patching, and Server Management Included)	All	**Included**
Total		**$18,050.00/month** **36-month term**

Key Notes

•Upgrading of network, workstations and Infrastructure enhancements would be consider projects and priced separately
•Additional cost per workstation will be $95 each and any additional licensing
•Managed agreement includes support for Office 365 and SPAM and Threat protection

Change Orders

After this Service Agreement has been approved and executed by both Parties, an executed Change Order is necessary to effect any subsequent Changes, amendments or waivers of the agreement. If Changes in Service Levels or the Services are proposed by either Party, each Party will notify the other in writing within ninety (90) days of the proposed Change. Pricing for Changes will be agreed upon by both Parties.

Schedule of Assumptions

- Client will provide Sissine's all necessary information in regard to their technical environment for vendors, consultants, etc.
- Client has provided Sissine's current and accurate information in regard to their technical environment and no unforeseen discoveries will be made during onboarding. Depending on the nature of any variances discovered in the onboarding, the monthly cost may be impacted based on the device pricing model.
- Client will provide Sissine's with domain administrator credentials, other necessary account passwords, remote access capabilities, and connectivity to covered Systems at all times.
- The Client Network is eligible for monitoring and support under this Agreement provided the network infrastructure is in good condition and Sissine's serviceability requirements and site environmental conditions are met. Sissine's reserves the right to inspect the network infrastructure upon the commencement of the term of this agreement for the purpose of conducting a discovery of the Network.
- Sissine's shall not be responsible to Client for loss of use of the network infrastructure or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the network infrastructure other than by authorized representatives of Sissine's.
- Except as otherwise stated in this agreement: all Server, Network Devices, and Software upgrades are outside the scope of this agreement.
- Manufacturer warranty parts and labor/services are outside the scope of this agreement.
- Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Sissine's support services within this agreement are predicated upon Client support and commitment to providing time/scheduling for Network device reboots with its staff and/or users support.
- Virus mitigation within the scope of this agreement is predicated on Client implementing recommended backup schemes and running the Sissine's provided anti-virus software.
- Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement.
- Mobile devices such as smart phones, tablets, Internet of Things devices, and personal devices of any kind are outside the scope of this agreement.
- This agreement and support services herein are contingent on Client permission of Sissine's having secure remote access into Client IT environments.
- Outside of scope, support services are available and will be provided on either a Time and Material or Project basis.
- Sissine's reserves the right to suspend or terminate this Agreement if in its sole discretion conditions at the service site pose a health or safety threat to any Sissine's representative.
- Client agrees to ensure that critical infrastructure hardware will be housed and operated in a room or data center which maintains a room temperature ranging between 45°F and 75°F, relative humidity not exceeding 80% non-condensing. Furthermore, Client agrees it will provide a three-foot minimum clearance in front of the equipment, and hardware will be protected at all times by UPS power conditioning. If the room or data center fails to meet these specifications, or if the infrastructure

hardware is moved from the indicated location without the written consent of Sissine's, subject to the terms and conditions as may be established by Sissine's, then Sissine's shall have the right to terminate the agreement without any liability to Sissine's.

- Client agrees that it will inform Sissine's of any modification, installation, or service performed on the network by individuals not employed by Sissine's in order to assist Sissine's in providing an efficient and effective Network support response.
- Sissine's disclaims responsibility for any lost, damaged, or destroyed software program, data, or other information stored or residing on any media or any part of the infrastructure covered by the Agreement, including without limitation, deletion or alteration of the contents of any data storage media which may occur during service or repair of the System.
- Client agrees that any hardware and/or software deemed End of Life ("EOL") or End of Support ("EOS") by the manufacturer shall not be held to Service Levels delineated in this agreement. Furthermore, if any work is to be performed on EOL and/or EOS hardware, it will be billed at an hourly rate agreed upon by both parties.

Terms and Conditions

This Agreement shall begin on the Effective Date and shall remain in force for an "Initial Term" of Three (3) years. Notwithstanding the "Initial Term" period of (3) years, this Agreement will be reviewed on the anniversary of the Effective Date to address any necessary adjustments or modifications which need to be made as amendments hereto and to be applicable for the subsequent years. This Agreement will renew automatically for successive and subsequent one (1) year terms beginning on the day immediately following the end of the "Initial Term", unless either party gives the other sixty (60) days prior written notice of its intent not to renew this Agreement. Such successive and subsequent one (1) year Term(s) are herein referred to as the "Renewal Term(s)".

A) This Agreement may be terminated by the Client upon sixty (60) days written notice if the Service Provider:
   i. Fails substantially to fulfill its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of written notice from the Client which delineates specific failures of the Service Provider in its performance of this Agreement.
   ii. Breaches any other provision of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the Client which delineates the specific provisions of this Agreement of which the Service Provider is in breach thereof.
   iii. Terminates or suspends its business operations, unless it is succeeded -by a permitted assignee under this Agreement.

B) If Client terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the normal fees and costs charged hereunder for such assistance.

Fees and Payment Schedule.

For the service set forth in the Services Pricing section above, Sissine's will charge and Client agrees to pay the minimum monthly fee for the "Services" to be provided under this agreement. The Minimum Monthly Fee will be invoiced to Client on or about the twentieth (20th) day of each month during the Term hereof (and during any Renewal Term(s) and is due and payable no later than the first (1st) day of the following month. Services will be suspended if payment is not received by the tenth (10th) day of each month. If services are suspended Client may be subject to service restoration fees.

A) All fees are nonrefundable and will cover service fees charged by Sissine's for the support hours set forth in the pricing section.
B) Sissine's may review the Minimum Monthly Fee quarterly, and fees may be changed in accordance with these reviews. No change will be effective unless and until Client agrees to same in writing.
C) Should charges for the Services provided hereunder during any month of the Term hereof, exceed the Minimum Monthly Fee, then Client will be notified before any fee increases are charged by Sissine's and such additional fees will be added to the next month's invoice. From time-to time Sissine's may be required to engage the services of third-party contractors for work performed as part of this Agreement. Client will be notified before any third-party contractors are engaged and the services thereof are charged by Sissine's to the Client.
D) Sissine's will do it's best to provide the Client with clear, timely, and accurate invoices. However, Sissine's encourages the Client to examine every invoice and if an invoice is found to contain an error, Client must notify Sissine's in writing before the due date of the applicable invoice.

Refer to the Services Pricing section for the Services covered by the Minimum Monthly Fee. Client understands that any and all Services requested by Client that fall outside of the Services set forth on Appendix A. of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Note: On each anniversary of the Service Agreements Effective Date, due to inflation, administration costs, and salary adjustments, Sissine's shall be entitled to increase all fees in the agreement in an amount not to exceed 10% due to inflation, administration costs, and salary adjustments. No later than five (5) business days after the anniversary of the agreements Effective Date, Sissine's will provide Client with written notification of the percentage increase in the Service Agreement fee.

Warranties; Returns; Disclaimer.

If you are unhappy with work performed for any reason, please inform Sissine's within (5) business days and Sissine's will make all reasonable efforts to fix the problem without further charge. Sissine's work shall be deemed accepted in full if Sissine's is not informed within five (5) business days of performance of the work. During the course of providing Services, you may purchase from Sissine's various technology equipment, software, and other peripherals (collectively" Equipment"). All Equipment, except opened software and equipment specifically described as non-returnable, can be returned to Sissine's for a period of ten (10) days for a full refund, minus any applicable shipping and restocking fees. All returned items must be in "like new" condition and include the original packaging and manuals. THE SERVICE PROVIDER DISCLAIMES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE FOR ANY OF SERVICES AND EQUIPMENT PROVIDED TO CLIENT UNDER THIS AGREEMENT.

Limitation of Liability

Under no circumstances shall Sissine's (or its Officers, Employees, Subsidiaries, Affiliates, or Agents), or third party service providers be liable to the Client or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the Services provided by Sissine's and/or it's third party service provider, whether such liability is asserted on the basis of contract, tort or otherwise, even if Sissine's has been warned of the possibility of such damages. In no event will any amount recoverable by the Client against Sissine's in any action arising under or related to this Agreement exceed the sum of all payments actually made to Sissine's for the Services delivered under this Agreement and which are found to be the direct cause of the claimed damage.

Indemnification Obligations.

Each party (the "Indemnifying Party") shall indemnify, defend and hold the other party and its Affiliates (the "Indemnified Party") harmless from and against any and all liabilities, claims, demands, damages, costs and expenses or money judgments (including reasonable attorneys fees) asserted against, incurred by or rendered against any of them from third party claims or actions arising from the Indemnifying Party's negligence, breach of this Agreement or violation of applicable law. The Indemnified Party shall give the Indemnifying Party prompt notice of any indemnified claims, permit the Indemnifying Party to control the defense and settlement of such claims, and reasonably cooperate with the Indemnifying Party in connection with the defense and settlement of such claims.

Non-Solicitation of Employees

Client and Sissine's agree that neither party will solicit or offer employment to the other's respective employee(s) or sub-contractor(s), whether directly or indirectly, during the Term or any Renewal Term(s) hereof and for one year thereafter, nor offer any employment to said employee(s) or Independent contractor(s) within 1 year of termination of their employment or engagement by Client or Sissine's, except with the other parties prior written approval in each case.

Confidentiality

Each party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party.

Severability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on Sissine's and Client.

Entire Agreement

This Agreement and the attachments hereto constitute the entire agreement between Client and Sissine's. This Agreement supersedes all prior understandings, agreements, and documentation. Any amendments or modifications shall be in writing and executed by Client and Sissine's.

Termination

Without prejudice to any other rights under the Agreement or at law, if this agreement is terminated within the initial twelve months by the client without cause or without completion of all requirements described this agreement; all outstanding fees or amounts at that time of termination together with an amount equal to the scheduled fees which would have been payable if the Agreement had continued for the full Term will be payable at termination. Should termination of this agreement be applied during the second or third year of the agreement all outstanding fees and amounts due to that point AND sixty percent of the remaining scheduled contract fees/amounts shall be due. This clause 10 shall apply to the fullest extent permitted by law despite anything else incidental to the Agreement.

Miscellaneous

Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. All controversies arising from this Agreement shall be governed by the laws of the State of Florida and shall be adjudicated only in the State or Federal courts located in Jacksonville, FL. In the event of any dispute the prevailing party therein shall be entitled to recover from the party, all attorneys' fees and costs incurred in said dispute. Attorneys' fees shall include the fees of law clerks, paralegals and legal assistants. Sissine's shall not be responsible for delays or failure in performance resulting from acts beyond the control of Sissine's, including but not limited to, natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication infrastructure or line failures.

Acceptance of Terms

Client acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of client.

Sissine's is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties have executed this SOW by their duly authorized representatives as of the Effective Date.

Signatures

The undersigned acknowledges that they are authorized to enter into this Statement of Work on behalf of their respective organizations. Signatures below will constitute acceptance of all terms contained in this Statement of Work and any supporting documents referenced throughout.

Client		Sissine's
	Printed Name	
	Signature	
	Date	

Client Information

Client Information	
Company Name:	
Billing Address:	
Billing Address 2:	
Contact Information:	

Sissine's
Business Solutions

Thank You for the Opportunity to Serve You!



SoftSages

We make our customer's life easy

Response to City of Winter Springs

Request for Proposal
IT Managed Services
RFP #06-23-01 JD

Prepared by

SoftSages Technology

Anthony Merulla, Vice President Sales & Marketing

Headquarters: 20 Mystic Lane, 2nd Floor, Malvern, PA 19355

Phone: (484) 321-8314 | **Fax**: (484)-320-6360

E-mail: rfp@Softsages.com.

HIPAA COMPLIANT | Certified WBENC Women's Business Enterprise | Certified MBE Minority Business Enterprise | CERTIFIED ISO 9001:2015 COMPANY | CERTIFIED ISO 27001:2013 COMPANY | CMMI level 3 | SIA STAFFING INDUSTRY ANALYSTS CORPORATE MEMBER

Section A – PROPOSER Information and Acknowledgement Form

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: SoftSages Technology

TAX ID# SNN or EIN: 20-2468651

PROPOSER ADDRESS: 20 Mystic Lane, 2nd Floor, Malvern, PA-19355

PURCHASE ORDER ADDRESS: 20 Mystic Lane, 2nd Floor, Malvern, PA-19355

PHONE NUMBER: (484)-321-8314

COMPANY WEBSITE: www.softsages.com

COMPANY CONTACT (REP): Anthony Merulla

CONTACT EMAIL ADDRESS: rfp@softsages.com

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number _____, dated _____.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

Table of Contents

Section A – PROPOSER Information and Acknowledgement Form 2
Section C – Introduction Letter 4
Section D – Qualifications 6
General | Proposer Experience 6
Team Experience 13
Florida Knowledge 27
References 28
Conclusion 29
Section E - Other Information 30
Section F – Cost and Time 32
Section G – Mandatory Proposal Forms 33
Insurance Requirements Form 33
Scrutinized Company Certification 34
Non-Collusion Affidavit of Prime Respondent 35
Drug Free Workplace Form 36
SMWBE Utilization Plan 37
Public Entity Crimes Statement 38
E-VERIFY Statement 40
Conflict of Interest Statement 41
Criminal Justice Information Services Security Addendum 42
Section H – Florida State Corporate Filing 43

Section C – Introduction Letter

Attn. Stuart MacLean, Interim Procurement Manager
City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, Florida 32708
(407) 327-7581
smaclean@winterspringsfl.org

Ref: RFP #06-23-01 JD, IT Managed Services

Dear Mr. MacLean and the evaluation committee of the City if Winter Springs,

SoftSages LLC dba SoftSages Technology (hereafter referred to as 'SoftSages') is pleased to submit our response to the opportunity of providing IT Managed Services to the City of Winter Springs. We look forward to working with diverse stakeholders within the department and throughout City to achieve the contract's goals.

SoftSages Technology has provided similar services and solutions to the public and private sectors since its inception. We recognize the need to offer a full range of Information Technology services to support the District in various areas.

- Work Order/Service Order Ticketing System
- Patch Management system and Patch Reporting
- Monitoring
- Helpdesk support
- Workstation imaging and deployment
- After-hours support
- Emergency response support
- Vendor management support
- Training for CITY staff as needed
- Project management as needed
- Operating System/Application upgrades
- Firmware and driver upgrade
- IT asset inventory tracking and allocation
- Software license tracking and reporting
- Monitor and maintain
- Occasionally assist with technology presentations and materials of CITY Commission

SoftSages Technology (Limited Liability Company) is a Pennsylvania (Headquarters in PA) based CMMI Level 3 certified IT Services firm. We are Small Business & Minority Women's Business Enterprise (MWBE) certified company. Our distinguished 17+ years in the IT domain gives us credibility and a better approach towards various IT Services, including IT Staffing, Infrastructure

Management, Support, Project Management Services, and IT Support Services 24/7. Our offices are in Florida, Illinois, North Dakota, Missouri, Minnesota, New York, Ohio,Texas, and Virginia.

Our Managed services encompass a wide range of offerings, including but not limited to:

- IT Infrastructure Management: Proactive monitoring, maintenance, and optimization of your IT infrastructure to ensure seamless operations and reduced downtime.
- Help Desk and Technical Support: 24/7 support from our dedicated team to address any IT-related issues promptly and efficiently.
- Network Security: Implementation of robust security measures to safeguard your critical data and protect against cybersecurity threats.
- Data Backup and Recovery: Regular data backups and disaster recovery planning to ensure business continuity in case of unforeseen events.
- IT Strategy and Consulting: Tailored IT roadmaps aligned with your organization's objectives to drive innovation and maximize ROI on technology investments.
- Vendor Management: Streamlined management of IT vendors to ensure smooth collaboration and cost-effective procurement.

At SoftSages, we emphasize a customer-centric approach, open communication, and transparent collaboration. Our team will work closely with your City to understand your unique requirements and tailor our services accordingly.

We are confident in our ability to provide the highest level of service and value to the City. We welcome the opportunity to participate in the selection process and demonstrate how our expertise can contribute to your City's growth and operational efficiency.

SoftSages Technology looks forward to working with the District. We are looking forward to the opportunity to discuss further and address any questions you may have, please get in touch with Mr. Merulla at rfp@softsages.com.

Sincerely,

DocuSigned by:
Jiaj Ruparelia
EB2E9D2B251B4BB...

Jiraj Ruparelia (Vice President)

SoftSages Technology

Section D – Qualifications

General | Proposer Experience

SoftSages Technology is a cutting-edge information technology company specializing in premier IT services, support services, IT consulting services, management consulting, mobile application development, and software development. Since its establishment in 2005, SoftSages Technology has provided tier-one services to over 60+ companies and public agencies and was founded and based in Chester County, Pennsylvania.

SoftSages Factoid

- 18+ years' experience in IT Services
- 40+ Ongoing Government Contract
- $60M ongoing contracts
- 200+ Local PA based qualified resource
- E-Verify & EEO-compliant firm

SoftSages Technology is strategically organized to create the most efficient internal operations and processes. After winning the City contract, SoftSages Technology will assign and manage work according to the specified roles and responsibilities.

Our Account Managers (AMs) are empowered to act on behalf of SoftSages Technology– This approach enables real-time active and meaningful exchanges with Client counterparts. Our designated Account Managers can completely understand and quickly react to changing circumstances, surging requirements, and contingency situations. It assures that decisions can be made with complete visibility and concurrence of the Client managers and staff. It facilitates expeditious course corrections based on first-hand observation and feedback.

We understand the City's culture, process, and demands, and SoftSages Technology will provide the best quality of services at the most competitive price.

1. Customer-Driven Approach: At SoftSages, we do things differently. We use a customer-centered approach. Our design process is based on information we collect about our client's organizational goals and the needs of your users, as opposed to conjecture about what may work well.

2. Support Experience: We have an experienced team of engineers and support staff working on Comcast, State of PA, Cred.ai, XceleratorPro, Metropolitan Washington Airport Authority (MWAA), and other IT Services Contracts.
3. Resources Qualification: Each resource has over five years of experience in Networking, Project Management, Business Analysis, Cots, Product

Implementation & Support, Application Development & Support, Database Administration, Cloud Implementation & Support (Iaas, Paas, Saas), Virtualization, Storage, Desktop Support, Security and Backups, And Others. Our consultant maintains prestigious professional certifications and licenses such as:

- ✓ Project Management Professional (PMP)
- ✓ SCRUM Master
- ✓ CompTIA
- ✓ Microsoft Certified Solutions Developer (MCSD)
- ✓ Certified Information Systems Security Professional (CISSP)
- ✓ Certified Information System Auditor (CISA)
- ✓ Certified Ethical Hacker (CEH)
- ✓ Certified Information Security Manager (CISM)
- ✓ SANS Mobile Device Security Analyst (GMOB)
- ✓ SANS Wireless Ethical Hacking
- ✓ Penetration Testing and Defenses (GAWN)
- ✓ SANS Penetration Testing and Ethical Hacking (GPEN)
- ✓ A+ Helpdesk

4. Exquisite Customer Services: We provide flexible service. Our exceptionally qualified teams are handpicked for each project. We work intelligently and efficiently to save our clients time and money.

5. Information Technology Support - Onsite and Remote

- ✓ Portfolio and Project Management
- ✓ Help Desk Support – Level 1
- ✓ Help Desk Support – Levels 2 & 3

Our Value Proposition

- ✓ Highly certified experts in advanced technology solutions, including Cloud.
- ✓ Dozens of accredited consultants and systems engineers companywide.
- ✓ Deep levels of partnership with the premier IT manufacturers in the world.
- ✓ Services and solutions models rooted in ITIL and Six Sigma foundations

for best practices and continuous process improvement.

- ✓ $30 M revenue, profitable, financially strong.

Government Client Experience

- ➢ Metropolitan Washington Airport Authority (MWAA)
- ➢ Florida Virtual School
- ➢ State of Florida Department of Management Services
- ➢ City of Philadelphia, PA
- ➢ Community Transit, WA
- ➢ Washington State Department of Enterprise Services
- ➢ Oklahoma State University (OSU-Tulsa & OSU Center for Health Sciences)
- ➢ Airport Authority of Washington DC
- ➢ State of North Dakota
- ➢ State of Mississippi
- ➢ Franklin County Board of Commissioners, Ohio
- ➢ State of New York
- ➢ State of Texas
- ➢ State of Virginia
- ➢ The state of P.A.
- ➢ State of New Jersey
- ➢ Insurance Commission of the State of Delaware
- ➢ State of Alabama

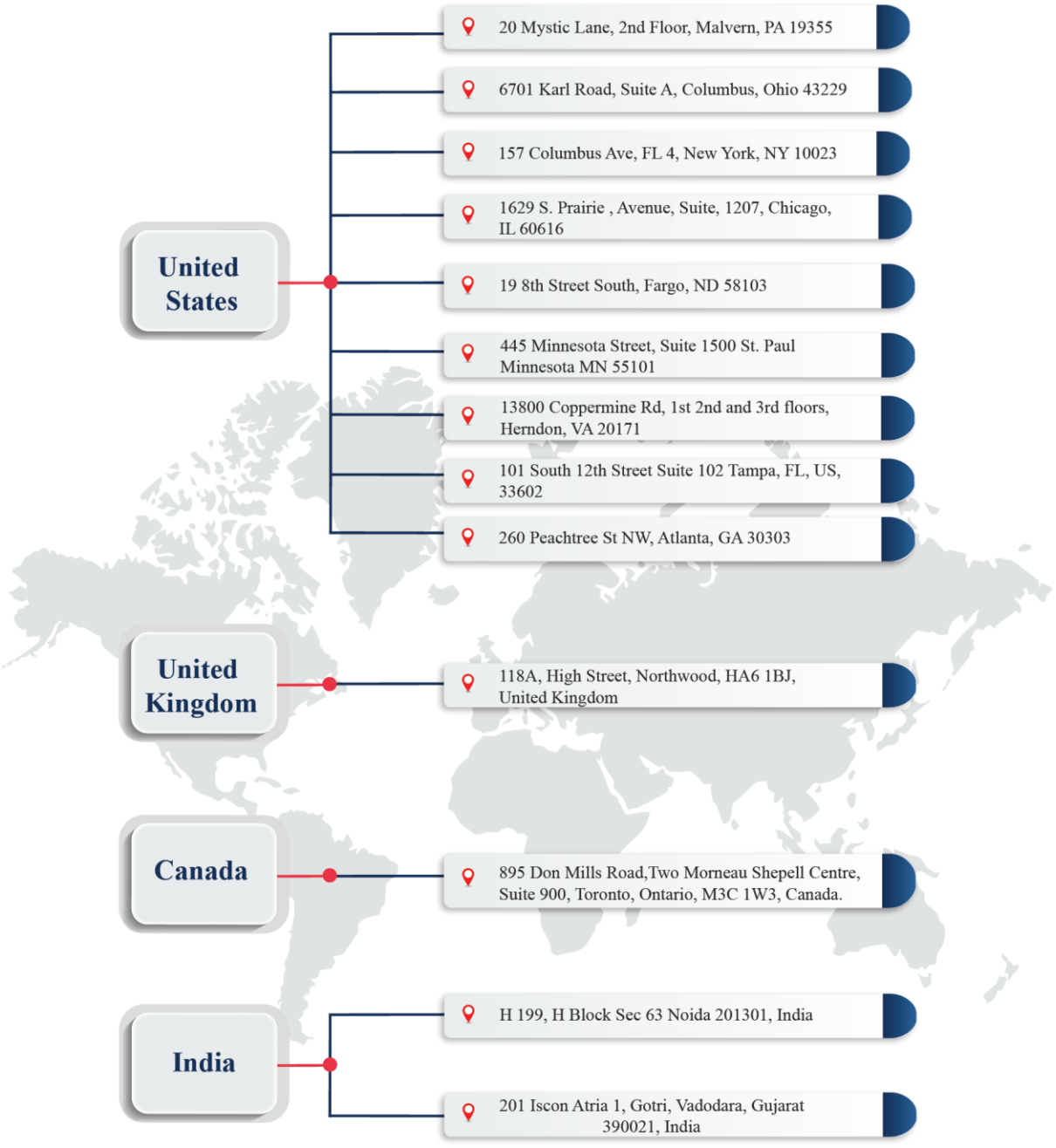
Our Business Certificate

- ✓ SBE
- ✓ WBE
- ✓ MBE
- ✓ CMMI Level 3
- ✓ ISO 9001:2015
- ✓ ISO/IEC 27001

Our Products

- ✓ Workforce
- ✓ RFP Management
- ✓ Mailzzy
- ✓ Risk Management and Application Vulnerability Assessment
- ✓ Reputational Risk Management
- ✓ Enterprise Content Management
- ✓ Record Management
- ✓ Document Management
- ✓ Customer Relationship Management
- ✓ Digital Signature (Doc Factory)

Location


United States
20 Mystic Lane, 2nd Floor, Malvern, PA 19355
6701 Karl Road, Suite A, Columbus, Ohio 43229
157 Columbus Ave, FL 4, New York, NY 10023
1629 S. Prairie , Avenue, Suite, 1207, Chicago, IL 60616
19 8th Street South, Fargo, ND 58103
445 Minnesota Street, Suite 1500 St. Paul Minnesota MN 55101
13800 Coppermine Rd, 1st 2nd and 3rd floors, Herndon, VA 20171
101 South 12th Street Suite 102 Tampa, FL, US, 33602
260 Peachtree St NW, Atlanta, GA 30303
United Kingdom
118A, High Street, Northwood, HA6 1BJ, United Kingdom
Canada
895 Don Mills Road,Two Morneau Shepell Centre, Suite 900, Toronto, Ontario, M3C 1W3, Canada.
India
H 199, H Block Sec 63 Noida 201301, India
201 Iscon Atria 1, Gotri, Vadodara, Gujarat 390021, India

What makes us different from our competitors

SoftSages IT Managed Services provides a unique value proposition that differentiates us from our market competitors. Our comprehensive approach to IT management focuses on providing personalized solutions tailored to meet the specific needs of each of our clients.



Unlike many of our competitors, we understand there is no one-size-fits-all approach to IT management. That's why we take the time to get to know our clients and their businesses to develop customized solutions designed to deliver the desired results.

In addition to our personalized approach, SoftSages IT Managed Services also offers a range of other benefits that help us stand out from the competition. These include:

- **Proactive monitoring and maintenance**: We use the latest tools and technologies to monitor our clients' IT systems around the clock, identifying and addressing issues before they become significant problems.
- **Rapid response times**: Our team is available 24/7 to respond to any IT issues, minimizing downtime and maximizing productivity.
- **Competitive pricing**: We offer some of the most competitive pricing in the industry without sacrificing the quality of our services.
- **Expertise and experience**: Our team of IT professionals has decades of combined experience in the industry. We stay current with the latest trends and technologies to ensure that our clients always get the best possible service.

Overall, SoftSages IT Managed Services is committed to providing unparalleled value to our clients. If you are looking for a trusted partner to help you manage your IT systems, we are here to help.

Our Quality Assurance System

SoftSages is eager to develop a strong level of client satisfaction, and to that end, we present a quarterly administrative review to the County's Contract Administrator. The report will include a list of states with an active Participating Addendum and a statement of negotiations with any agency considering joining the program.

The focus areas describe our service and how well we meet the agreed-upon metrics and service levels under the Contract. County's Contract Administrator reviews the quality of candidates and our services in each Quarterly Executive

Review. Metrics and recommendations are provided in our Quarterly Report and discussed at the review meetings.

SoftSages will assign a designated local account management team to assume overall responsibility for the Contract. Our program support team members support this account team, including the Technical specialist, program management, project management, implementation, support, and compliance teams. These program support team members are heavily involved during the initial account management, implementation periods, and account transition to day-to-day activities.

The Account Manager is responsible for supporting all aspects of the program, including, but not limited to, daily task orders or support management and outreach with the County staff to ensure client satisfaction. He will monitor the SLAs that our program team will meet. In case of any issue, he will use our escalation path to rectify the problem.
Our team comprises dedicated subject matter experts with significant industry knowledge, Staffing expertise, financial and services management, and Client management experience. Our team ensures that the client's administrative burden is minimal, our interest and engagement are maximized, IT Consulting quality and retention are unparallel, and critical and actionable decision support is timely and of maximum value and cost savings.

We provide satisfaction surveys and other evaluation methods to measure satisfaction and identify areas of improvement. Client Satisfaction is ensured and accomplished by measuring SoftSages performance and the results of our service at the below levels:

- **Professional Worker:** We will perform a worker performance review followed by exit interviews. Onboarding and exit surveys will be shared with the manager. These surveys are customizable by topic, question, response, and ad-hoc surveys. Foster high response rates and the survey tools can be configured to send auto-reminders. The onsite account manager will contact the manager if no survey response is received.
- **Manager:** This review determines the IT team and works quality, reducing or eliminating project and technology administrative demands and speed and ease in addressing and solving issues and problems.
- **Stakeholder:** This review determines contract compliance, cost savings, oversight/governance/transparency, process efficiency gains, business intelligence reporting, contract recommendations for risk mitigation, organizational improvements, and streamlined procedures. Stakeholders are satisfied when calculated (compliance, savings, reporting, etc.) that expectations have been met and exceeded.

Performance Management

To ensure that we perform at the highest level, SoftSages' experience demonstrates that successful performance is driven by an intense series of metrics and SLAs that are achievable and drive value within the scope of the contract; a Reporting methodology that defines goals and objectives, and presents unbiased data in response to those objectives; and Quality Assurance applied across all Contract activities.

SoftSages Technology measures and evaluates our account management team's performance in various ways to ensure the employee is on the right track and performing to meet or exceed the requirements of their role. The first step in an account management team performance review is understanding the role, goals, and expectations. Once there is a mutual understanding of the role of the personnel and manager, we continually monitor and evaluate employees based on the following factors:

1. **Quality of work –** We have found that the timely completion of projects to the desired standard is a crucial indicator in measuring employee performance. When evaluating the quality of work, we also see if the work is average or outstanding and if they are committing maximum effort.
2. **Observation of habits –** Perpetual bad habits can detract from employee performance. This may include indulging in office gossip, taking unauthorized breaks, disruptive behavior, and the continual use of company computers and time for personal reasons such as social media and shopping.
3. **Attitude –** A lousy attitude often manifests itself in insubordinate behavior. We review the employee to ensure they comply with company policies and do not disrespect the company or co-workers.
4. **Presentation –** We have a company dress code and continually monitor it to ensure that personnel follow the dress code policy and dress appropriately for the position and company culture.
5. **Client survey –** We have found that poor personnel performance will manifest in lousy customer service. A quick client survey can identify issues with individuals.
6. **Performance review –** We conduct regularly scheduled semi-annual performance reviews. The performance review aims to foster an environment of high fulfillment and performance through clear expectations, effective feedback, and ongoing development.
7. **Punctuality –** We have found that employees who regularly arrive late for work or are frequently absent from the office are unlikely to meet their performance objectives. Punctuality issues typically mean employees are

not doing their job to their full potential, and a negative attitude may also affect their colleagues.

We believe evaluating employee performance should be carried out on an ongoing basis and encompass all areas of their work ethic and achievements.

Team Experience

SoftSages Technology's team structure is reflective and adaptive to the client's requirements and needs. Our ability to scale up quickly and cross-departmental collaboration allows us to pull in various team roles as needed.

SURYAKANT
PROJECT MANAGER

OBJECTIVE: To obtain a high level of excellence in a growth-oriented organization and utilize me as a resource for all challenging jobs by upgrading my knowledge.

KEY SKILLS:

Azure Cloud Native Security, Network Administration, Routing & Switching, Installation & Configuration of Network & Security devices (i.e., Checkpoint, Cisco, PA, etc.), Securing devices, and providing Technical Support.

TECHNICAL EXPOSURE:

Network, VoIP & Security operations, Cloud native security.
Implementation of Cisco routers, Switches, and firewalls.
Cisco and Allworx VoIP solution implementation and operations
Enterprise and Cloud native compliance monitoring solutions.
Worked on various threat protection solutions and their monitoring and reporting.
Handling daily network connectivity and security issues, working with the Network operation team.
Implement APs, UTM, IP Phone Servers, and other network devices.

EXPERIENCE

SoftSages Technology **Dec 2018 to date**

Job Responsibilities

Maintained documents of work performed during the day.

Responsible for designing, Implementing, and troubleshooting temporary infrastructure for life
Web Casting Events.
Responsible for Designing, Implementing, and monitoring customer Co-Location environment
Daily health and compliance checks of systems and network health & security by using available log information.
Configuring and, managing, implementing the SSL VPN and remote access VPN on the checkpoint gateway.
Configuring and managing smart view monitor, Smart view tracer, Smart update, Smart log, innovative event, and the intelligent reporter.
Troubleshooting the site-to-site VPN, SSL VPN, remote access VPN, etc.
Multi-vendor security product knowledge; Cisco (ASA, Next generation firewall), Checkpoint Firewall, etc.
Experience with incident response, case handling, and mitigation planning.
Ability to analyze, design, and collaborate multiple layer protection architectures.

Rajnap Technosoft Pvt. Ltd. **Mar 2016 to Dec 2018**

Job Responsibilities

Implementing, administering, and supporting Internet security solutions using firewalls (Cisco ASA, Checkpoint), IPsec VPN, and SSL VPNs.
Maximizing network performance by monitoring performance, troubleshooting network problems and
Responsible for owning and overseeing the resolution of all outstanding Escalated Incidents.
Liaise with vendors and other IT personnel for problem resolution.
Providing technical support to Global clients through remote support.
Work within established configuration and change management policies to ensure awareness,
Approval and success of changes made to the network infrastructure.
Responsible for the first-level review of changes that required security approvals.
Consult with and provide direction to Project and delivery managers to bring into service security solutions. Ensuring they meet the criteria for ongoing support by Cyber Security.
Preparation of Monthly Analysis Report for the owned list of clients.
Build and maintain a database of capacity management and inventory of devices.

Periodic redundancy test to make sure of 100 % availability of redundant infra.

NetMentor Inc. **Mar 2015 to Mar 2016**

Job Responsibilities

Network Specialist
Training of CCNA and CCNP
Firewall Technology Expert
VoIP training

Cube Software Pvt. Ltd. **Aug 2014 to Feb 2015**

Job Responsibilities

Implementation of VoIP and security
Provide Level-2/3 support and troubleshooting to resolve issues.
Administration of firewall and wireless Network.
Cisco Routers & Switch Configuration.
Designing and planning New Network & Up gradation plan.
Server Installation and management.
System Security, Updating Software, Application, and Patch Management.
Vulnerability assessment and penetration testing
Hardening of server and network devices
Configuring tool for Monitoring of IT infrastructure
Liaise with vendors and other IT personnel for problem resolution.
Providing technical support to Global clients through remote support.
Work within established configuration and change management policies to ensure awareness,
Approval and success of changes made to the network infrastructure.

Nethub **Jan 2011 to July 2014**

Job Responsibilities

Training of CCNA and CCNP
Network Engineer
Network, VoIP, Security Operations

ACADEMIC QUALIFICATION:

B.Sc.-IT (Hons.) From Kurukshetra University in 2008
MBA (Marketing & IB) From Amity University in 2010

CERTIFICATION:

Microsoft Certified Azure security engineer- Associate
Google Certified - Professional Cloud Architect

HARISH BANDARU
SYSTEMS ENGINEER

OBJECTIVE: To work with your prestigious organization as a LAN WAN Engineer and help achieve organizational goals owing to my skills in TCP/ IP, ASA Firewalls, MPLS, IPsec VPN, BGP, and Metro Ethernet.

KEY SKILLS:

Good written communication skills - Excellent documentation & procedure writing skill
Strong analytical capabilities and excellent problem-solving skills
Strong Office suite skills – Word/Excel – required
Self-Initiative and analytical / problem-solving skills
Experience with networking and infrastructure/troubleshooting
Experience working with enterprise customers delivering infrastructure projects/operations support
Knowledge of and experience using Cisco Identity Services Engine (ISE) Forescout or other NAC products, Cisco ASA, and other network security infrastructure

EXPERIENCE

SYSTEM ENGINEER

08/2020 - PRESENT

SoftSages Technology

Supports engineering efforts that provide engineering, technical, and managerial direction for problem definition, analysis, requirement development, and implementation for complex systems in the engineering discipline required to meet technical requirements
Participates in efforts that develop recommendations and advice on system development, improvements, optimization, or support efforts
Perform as a senior technical participant with knowledge and experience in local and wide area networking, communications, and related software/hardware within a multi-platform operating environment
Provide second-line phone/email/fax consultation to debug complex network problems independently

Acts as a focal point for large account network problem resolution
Provides support on a worldwide basis to all HTTS customers
Provide systems/product training to peers within the HTTS team
Acts as a technical expert and is a go-to resource for the team. -- Works independently, receiving minimal supervision, with no instruction on routine work and general instruction on new assignments

WAN / LAN NETWORK ENGINEER

03/2017 - 06/2020

Dallas, TX

Take part in Requirements definition approval and sign-off
Lead/Support Technical Project Design Creation
Lead/Support Technical Project Implementation Plan Creation
Support Overall Technical Delivery for the client
Interacts with project managers and the client to understand the network requirements
Extract Key elements from high-level solution documents to create a detailed design
Manage Cisco-based LAN environments

ACADEMIC QUALIFICATION:

UNIVERSITY OF MOUNT UNION

2011 - 2016

Engineer's Degree in Computer Engineering

LUTHER

DESKTOP COMPUTER TECHNICIAN

OBJECTIVE: Enthusiastic IT Professional seeking to benefit an IT Department with advanced and up-to-date techniques in an energetic, fast-growing, and demanding environment. Exposed to diverse business environments ranging from small and medium enterprises to large organizations.

KEY SKILLS:

Excellent interpersonal skills and the ability to work in a multicultural environment with users at all skill levels
Demonstrate skill in organizing, managing time, setting priorities, and meeting deadlines for multiple tasks

Very strong PC troubleshooting and debug skills (BSOD, HW, software, BIOS, Network issues)
Strong oral/written communication and customer interface skills
Excellent verbal and written communication skills and ability to express complex technical concepts in terms that the business unit can understand
Powerful Macintosh OS troubleshooting and problem-resolution skills

EXPERIENCE

DESKTOP COMPUTER TECHNICIAN

10/2021 - PRESENT

SoftSages Technology

Reviewing systems tickets daily and reprioritizing the ticket resolution to ensure compliance with service level agreements.
Evaluating and prioritizing incoming telephone, voice mail, e-mail, and in-person requests for assistance from users experiencing problems.
Collecting information about incidents and problems to evaluate root causes.
Reports information and makes recommendations to the service desk director, PMs, and customers.
Answering, evaluating, and prioritizing incoming telephone, voice mail, e-mail, and in-person requests for assistance from users experiencing problems with hardware, software, networking, and other computer-related technologies.
Interviewing users to collect information about the problem and lead the user through diagnostic procedures to determine the source of error.
Troubleshooting to determine problems with operating systems, applications, remote access, email, telephone, and wireless issues.
Responsible for network and email account provisioning and management and wireless mobility problems, issues, or requests.
Customer support and configuration management - plans and oversees hardware and software installations on customer workstations.
Resolving problems, such as defective hardware components or corrupted software.

HARDWARE TECHNICIAN

03/2020 - 09/2021

TROY, MI

Provides end-user IT service delivery support including, but not limited to, technology deployment, hardware and software troubleshooting, and root cause analysis.

Provide account management with active directory and Microsoft Exchange and assist and educate end-users on proper techniques for system operation.
Executes IT service desk functions to include end-user guidance and recommendations, activation, account modifications, configuration, testing, problem identification, and resolution.
Monitors network functionality, operations, and security on a day-to-day basis.
Manage active directory on three classified networks NIPR/SIPR/JWICS, follow established processes and procedures while continually making suggestions to improve efficiency and effectiveness.
Administers and maintains access databases and other specialized systems and networks; provides systems life-cycle management.
Proficient with mobile devices such as i-pads, laptops, blackberries, and other mobile devices.
Ability to interface and communicate information with commercial and government contractors and personnel to maintain good working relationships.

ACADEMIC QUALIFICATION:

UNIVERSITY OF KANSAS - EDWARDS CAMPUS **2015 - 2020**

School's Degree in Computer Science

ANTHONY MERULLA
ACCOUNT MANAGER

ACADEMIC QUALIFICATIONS

Bachelor's degree in Economics
Advanced studies in Leadership training

RELEVANT EXPERIENCE

30 years of senior-level international business experience in sales, marketing, and projects development

ROLES AND RESPONSIBILITIES

They were communicating with clients to understand their needs and explain product value.
Building relationships with clients based on trust and respect
Collaborating with internal departments to facilitate client need fulfillment
Collecting and analyzing data to learn more about consumer behavior
Keeping accurate records about inventory and account notes
Maintaining updated knowledge of company products and services

DIPAK PATEL
SECURITY ARCHITECT

QUALIFICATIONS

National Institute of Electronics and Information Technology, India (DOEACC 'A' Level equivalent of B.S
Diploma in Electronics and Communication Engineering
Advanced Diploma in Computer Applications
Certified Information Systems & Security Professional (CISSP®)
Microsoft Certified Solution Developer
Sitecore 6.2 Certified Developer

RELEVANT EXPERIENCE

IT Leader with over 16 years of experience in planning, monitoring, and driving on time and in Security Architecture, Penetration Testing, Vulnerability and Risk Assessment, IT Auditing

ROLES & RESPONSIBILITIES

Defined technical security controls (AWS Security groups, IAM roles, and API-specific security controls) and non-technical controls for AWS.
Define cloud network architecture using Azure virtual networks, VPN, and express route to establish connectivity between on-premise and cloud
Azure AD integration, Azure security, and governance
Build end-to-end Integration Solutions utilizing Logic Apps, Functions and APIM
Created Azure Active Directory and used this directory to authenticate the users, so integrated this Azure AD with APIM instance.

BIMAL
SOLUTIONS ARCHITECT

QUALIFICATIONS

B.E.(Electrical)- M.S. University of Baroda, Vadodara, India
M.B.A.(Finance)- Bhavnagar University, Bhavnagar, India
M.S. (Computer Science)- New Jersey Institute of Technology, NJ, USA

RELEVANT EXPERIENCE

Eighteen years of experience in Software Application Design and Development with a passion for solving Business Problems through Innovative Technology solutions

ROLES & RESPONSIBILITIES

Analyze current technologies used within the company and determine ways to improve
Document and monitor requirements needed to institute proposed updates
Work closely with Information Technology professionals within the company to ensure the hardware is available for projects and working properly
Propose and establish the framework for necessary contributions from various departments
Account for possible project challenges on constraints, including risks, time, resources, and scope
Work closely with project management teams to successfully monitor the progress of initiatives.

AZHAR MAHMOOD
WINDOWS ADMINISTRATION

QUALIFICATIONS

VMware Certified.
Windows Certified.
Bachelor in computer science, JNTU, India 2009

RELEVANT EXPERIENCE

An IT Professional with 11+ years of experience building and implementing new systems and overseeing systems migrations/upgrades with extensive VMware, Windows Engineering, and Administration experience.

ROLES & RESPONSIBILITIES

Provided day-to-day administration/support of a Windows 2008 R2 "clustered" environment, including Active Directory administration, Exchange administration, VMWare Virtual Center, P2V2P Server Farm (DELL/HP/Cisco UCS Hosts with Windows 2008 Guest OS)
Assessment Design and Planning for Implementation of vSphere Environment
Worked on vSphere Upgrade projects to ESXi 5.5
Installed, configured, and implemented policies for Enterprise Exchange 2008 Server
Installed, configured, and implemented SQL 2005

TUSHTI RASTOGI

NETWORK ADMINISTRATION

QUALIFICATIONS

Bachelor of Technology in Electronics and Communication Engineering
Cisco Certified Network Associate (CCNA)
Cisco Certified Network Professional (CCNP)

RELEVANT EXPERIENCE

Cisco Certified Network Engineer with 12 years of professional experience in Network Engineering, performing network analysis, design implementation, and providing medium to large Networks.

ROLES & RESPONSIBILITIES

Assist in network design and implementation.
Provide network support with a variety of operating systems.
Install and configure computer network equipment.
Maintain network connectivity of all computer workstations.
Provide network support to users.

Maintain servers and associated hardware, applications, services, and settings.
Develop and monitor policies for the use of network resources.

BIDHAN GHIMIRE
NETWORK OPERATION CENTER

QUALIFICATIONS

B.SC Computer Networking & IT Security, London Metropolitan University
Cisco Certified Entry Networking Technician (CCENT)
Cisco Certified Network Associate- Routing & Switching (CCNA)
CCNP – In-progress

RELEVANT EXPERIENCE

A comprehensive and committed Certified Network Engineer with around eight years of professional experience in Network Engineering, performing Network analysis, design, and Implementing capacity planning with a focus on performance tuning and support of large Networks.

ROLES & RESPONSIBILITIES

Perform regular network assessments to avoid interruption in workflow
Utilize various channels of communication to provide technical support to clients
Ensure that security software is installed correctly on employees' computers and partner with the IT team to achieve this
Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network.

VALAY J OZA
FIREWALL ENGINEER

QUALIFICATIONS

Bachelors in Technology – Electronics, and Communication. Gujarat Technological University, Gujarat, India

RELEVANT EXPERIENCE

Seven years of experience designing, planning, upgrading/maintenance & implementing firewalls like Palo Alto, Junos, and Rukus to understand application-level security.

ROLES & RESPONSIBILITIES

Perform regular security assessments to avoid interruption in workflow
Utilize various channels of communication to provide technical support to clients
Ensure that security software is installed correctly on employees' computers and partner with the IT team to achieve this
Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network

DIVYANSH

HELPDESK SUPPORT – LEVEL 3

QUALIFICATIONS

B.Sc.-IT (Hons.) From Kurukshetra University in 2008
MBA (Marketing & IB) From Amity University in 2010
Microsoft Certified Azure security engineer- Associate
Google Certified - Professional Cloud Architect

RELEVANT EXPERIENCE

Network, VoIP & Security operations, Cloud-native security
Implementation of Cisco routers, Switches, and firewalls
Cisco and All Worx VoIP solution implementation and operations
Enterprise and Cloud-native compliance monitoring solutions
Worked on various threat protection solutions and their monitoring and reporting
Handling day-to-day network connectivity and security issues, working with the Network operation team

ROLES & RESPONSIBILITIES

Assist in network design and implementation.
Provide network support with a variety of operating systems.
Install and configure computer network equipment.
Maintain network connectivity of all computer workstations.
Provide network support to users.
Maintain servers and associated hardware, applications, services, and settings.

MANISH DUBEY

HELPDESK LEVEL 2

QUALIFICATIONS

Diploma in Hardware Networking at IACM Smart Learning Salutation
B.A. from D.D.U Gorakhpur University Passed by 2013
Cisco CCNA Certified: CSCO13714880

RELEVANT EXPERIENCE

6 years of relevant experience as a Helpdesk and Desktop Support Engineer

ROLES & RESPONSIBILITIES

Perform regular network assessments to avoid interruption in workflow
Utilize various channels of communication to provide technical support to clients
Ensure that security software is correctly installed on employees' computers and partner with the IT team to achieve this
Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network.

MOHAMMAD IRFAN
HELPDESK LEVEL 1

QUALIFICATIONS

Graduation (B.A.) Jaunpur University 2015
JCHNE+ Jetking Ahmedabad 2017
AWS / RedHat Prakshal IT Academy 2018
Red Hat Certified System Administrator (RHCSA)
Certified Fortinet Network Security Expert (NSE1)

RELEVANT EXPERIENCE

Having 4 Years of experience as a Helpdesk support engineer

ROLES & RESPONSIBILITIES

Response rate is the critical and primary responsibility of a Desktop Support Specialist; issues must be attended to in a reasonable manner
Analyze and make a proper decision and implementation on what type of software and hardware configurations are required for the organization
Monitor and work on maintaining the LAN or WAN infrastructure in the office
Monitor and work on strengthening the LAN or WAN infrastructure in the office
Ability to troubleshoot TCP / IP networking issues.
Make sure the PC/Laptop functions correctly, take measures to avoid downtime, and monitor to keep things smoothly

Florida Knowledge

Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

SoftSages Technology confirms that there are no any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

References

REFERECE INFORMATION FORM

IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name: Technology Support Services	
Type of Project/Service: Technology Support Services	
Address: 45025 Aviation Drive, Suite 240, Dulles, VA20166	
Contracting Agency/Client: Metropolitan Washington Airport Authority	
Contact Name and Phone #: Kalpeshkumar Patel- 703-417-0812	
Contact Email Address and Fax #: Kalpeshkumar.Patel@MWAA.com	
Contract Amount: $150k	Date Work Performed: 2021 - Ongoing
Project #2:	
Project Name: IT Managed Services	
Type of Project/Service: IT Managed Services	
Address: Malvern, PA-19355	
Contracting Agency/Client: DeepSleep Test	
Contact Name and Phone #: Dr. Gaurav Patel- (484) 320-7374	
Contact Email Address and Fax #: Gaurav.patel@deepsleeptest.com	
Contract Amount: $75k	Date Work Performed: 2022 - Ongoing
Project #3:	
Project Name: IT Managed Services	
Type of Project/Service: IT Managed Services	
Address: 25 W 39th St – 14th Floor, New York, NY 10018	
Contracting Agency/Client: NEOLedge	
Contact Name and Phone #: raggig@neoledge.com- +1 (929) 562-2174	
Contact Email Address and Fax #: raggig@neoledge.com	
Contract Amount: $92k	Date Work Performed: 2021- Ongoing
Project #4:	
Project Name: IT Managed Services	
Type of Project/Service: IT Managed Services	
Address: 1007 North Orange Street, 4th Floor #47 Wilmington, Delaware 19801, United States.	
Contracting Agency/Client: Anviktek Inc.	
Contact Name and Phone #: Anirudh Rastogi- 213 266 7835	
Contact Email Address and Fax #: anirudh.rastogi@anviktek.com	
Contract Amount: $45k	Date Work Performed: 2022 - Ongoing
Project #5:	
Project Name: IT Services	
Type of Project/Service: IT Services	
Address: Philadelphia, Pennsylvania	
Contracting Agency/Client: CRED.AI	
Contact Name and Phone #: James Kelly	
Contact Email Address and Fax #: jim@cred.ai	
Contract Amount: $54k	Date Work Performed: 2019 - Ongoing

RFP # 06-23-01 JD MANDATORY FORM

Conclusion

SoftSages Technology should be selected for the IT Managed Services project with the City of Winter Springs for several compelling reasons. Firstly, SoftSages possesses a wealth of experience in providing comprehensive IT solutions to a wide range of clients, including public sector organizations. Our expertise in managing complex IT environments and delivering reliable services sets us apart as a trusted partner.

Secondly, we are pursuing the City of Winter Springs' business because we recognize the critical role local governments play in enhancing communities' lives. As a socially responsible IT consulting firm, we are committed to contributing to the advancement of local governments by providing cutting-edge technology solutions and exceptional managed services. We believe that our tailored approach, designed to align with the specific needs of public sector entities, can empower the City of Winter Springs to achieve its operational goals efficiently and effectively.

Additionally, SoftSages Technology is driven by a customer-centric approach. We prioritize open communication, proactive support, and strategic guidance to ensure our clients' success. By working closely with the City of Winter Springs, we aim to understand their unique challenges and objectives, tailoring our IT managed services to optimize their operations, bolster data security, and enhance service delivery to their citizens.

Ultimately, our pursuit of the City of Winter Springs' business is rooted in our passion for making a positive impact through technology. We are excited to bring our industry-leading expertise, innovation, and commitment to excellence to support the City's growth, enhance its digital infrastructure, and foster a thriving community for its residents. By choosing SoftSages Technology as their IT managed services provider, the City of Winter Springs can confidently rely on our capabilities to drive transformational change and meet their long-term IT objectives.

Section E - Other Information

In addition to the services and products explicitly mentioned and priced in the IT Managed proposal, there are several other relevant services and products that we will provide to the City. While they might not be listed with specific prices, they are essential components of our comprehensive IT Managed package, aimed at ensuring the City's success in its digital transformation journey. These additional services and products include:

Training and Workshops: We will conduct customized training sessions and workshops for City staff to ensure they have a clear understanding of the new technology solutions and can efficiently utilize them. These sessions will empower your team to maximize productivity and make the most of the implemented IT solutions.

Change Management: Our IT consulting team will provide change management support to guide the City through the process of adopting new technologies smoothly. This includes communication strategies, stakeholder engagement, and change readiness assessments to minimize any potential disruptions during the implementation phase.

Data Migration and Integration: If necessary, we will assist in migrating and integrating data from legacy systems to the new IT infrastructure. This process ensures that valuable data is securely and accurately transferred, enabling seamless operations without data loss or inconsistencies.

Vendor Management: As part of our IT consulting services, we will liaise with technology vendors on behalf of the City. This includes coordinating vendor relationships, managing service-level agreements, and ensuring that vendors deliver on their commitments.

Business Continuity and Disaster Recovery Planning: We will help the City develop robust business continuity and disaster recovery plans to safeguard critical IT systems and data from potential disruptions or disasters. These plans will ensure quick recovery and minimal downtime in case of unforeseen events.

Performance Monitoring and Reporting: Our team will implement monitoring tools and establish reporting mechanisms to track the performance and effectiveness of the newly implemented IT solutions. This data-driven approach allows us to make informed decisions for continuous improvement.

Post-Implementation Support: Following the successful implementation of the IT solutions, we will provide ongoing support and maintenance services to address any issues, updates, or enhancements that may be required. This

support ensures the City's IT environment remains secure, efficient, and up-to-date.

Technology Trend Analysis: As part of our commitment to staying at the forefront of technology advancements, we will periodically provide the City with insights into emerging trends and innovations relevant to its industry. This analysis will help the City stay ahead of the curve and make informed decisions about future technology investments.

Please note that while these services are not specifically priced in the initial proposal, we assure you that they are essential components of our comprehensive IT Managed package. We are more than happy to discuss the scope and details of these services further to ensure they align with the City's objectives and budgetary considerations. Our ultimate goal is to be a valued partner in the City's success and growth, providing holistic and tailored IT solutions that make a lasting impact.

Section F – Cost and Time

Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:

$ 2400 per month (print/type out amount here)

onsite $65 per hour

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Section G – Mandatory Proposal Forms

Insurance Requirements Form

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

SoftSages Technology
PROPOSER

Jiraj Ruparelai
Authorized Signature

Vice-President
Officer Title

7/31/2023
Date

RFP # 06-23-01 JD MANDATORY FORM

Scrutinized Company Certification

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

Jiraj Ruparelia, Vice-President
(Printed Name and Title)

SoftSages Technology
PROPOSER

STATE OF Pennsylvania

COUNTY OF Chester

The foregoing instrument was acknowledged before me by means of (X) physical presence or (____) online notarization, this 28th day of July, 2023 by Jirajbhai R. Ruparelia the Vice President of SoftSages LLC, a PA (____) who is personally known to me or (X) who produced PA Drivers License as identification.

Commonwealth of Pennsylvania - Notary Seal
Lauren Sarah Emig, Notary Public
Chester County
My commission expires May 13, 2027
Commission number 1347153
Member, Pennsylvania Association of Notaries

Notary Public

Print Name: Lauren Sarah Emig

My Commission Expires: May 13, 2027

RFP # 06-23-01 JD

MANDATORY FORM

Non-Collusion Affidavit of Prime Respondent

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF PA

COUNTY OF Chester

Jiraj Ruparelia, being duly sworn, deposes and says that:

(1) He/she is Vice President (Title) of Softsages LLC. (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Vice President (Title)

STATE OF PA

COUNTY OF Chester

The foregoing instrument was acknowledged before me this 28th July 2023 by Jirajbhai R. Ruparelia who is (___) personally known to me or (X) who has produced PA Drivers License as identification and who (did/ did not) take an oath.

(Signature of Notary Public)

Lauren Sarah Emig (Name of Notary Typed, Printed or Stamped) Notary Public

1347153 (Commission Number)

Commonwealth of Pennsylvania - Notary Seal
Lauren Sarah Emig, Notary Public
Chester County
My commission expires May 13, 2027
Commission number 1347153
Member, Pennsylvania Association of Notaries

RFP # 06-23-01 JD MANDATORY FORM

Drug Free Workplace Form

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

SoftSages Technology does:

PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Jiraj Ruparelai
(Authorized Signature)

7/31/2023
(Date)

Jiraj Ruparelia
(Print/Type Name as Signed Above

SMWBE Utilization Plan

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: SoftSages Technology

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Public Entity Crimes Statement

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services**.

2. This sworn statement is submitted by (PROPOSER) SoftSages Technology whose business address is 20 Mystic Lane, 2nd Floor, Malvern, PA-19355 and (if applicable) Federal Employer Identification Number (FEIN) is 20-2468651 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Jiraj Ruparelia and my relationship to the PROPOSER named above is Vice-President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

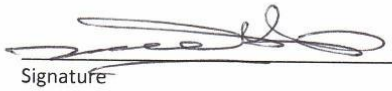
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)



Signature 7/28/2023 Date:

RFP # 06-23-01 JD MANDATORY FORM

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF PA

COUNTY OF Chester

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28th day of July, 2023, and is personally known to me, or has provided PA Drivers License as identification.

Notary Public My Commission expires: May 13, 2027

Commonwealth of Pennsylvania - Notary Seal
Lauren Sarah Emig, Notary Public
Chester County
My commission expires May 13, 2027
Commission number 1347153
Member, Pennsylvania Association of Notaries

E-VERIFY Statement

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: SoftSages Technology

Authorized Signature: Jiraj Ruparelai

Title: Vice-President

Date: 7/31/2023

© SoftSages LLC

Conflict of Interest Statement

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services**.
This sworn statement is submitted by (PROPOSER) SoftSages Technology whose business address is 20 Mystic Lane, 2nd Floor, Malvern, PA-19355 and (if applicable) Federal Employer Identification Number (FEIN) is 20-2468651 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .) My name is Jiraj Ruparelia and my relationship to the PROPOSER named above is Vice-President.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature 07/28/2023 Date:

STATE OF PA

COUNTY OF Chester.

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28th day of July, 2023, and is personally known to me, or has provided PA Drivers License as identification.

Notary Signature My Commission expires: May 13, 2027

Commonwealth of Pennsylvania - Notary Seal
Lauren Sarah Emig, Notary Public
Chester County
My commission expires May 13, 2027
Commission number 1347153
Member, Pennsylvania Association of Notaries

RFP # 06-23-01 JD MANDATORY FORM

Criminal Justice Information Services Security Addendum

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Anthony Merulla Anthony Merulla — 7/31/2023

Printed Name/Signature of Contractor Employee — Date

Jiraj Ruparelia Jiraj Ruparelai — 7/31/2023

Printed Name/Signature of Contractor Representative — Date

SoftSages Technology

Organization and Title of Co

RFP # 06-23-01 JD — MANDATORY FORM

Section H – Florida State Corporate Filing

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
SOFTSAGES LLC

Filing Information

Document Number	M21000017447
FEI/EIN Number	NONE
Date Filed	12/21/2021
State	PA
Status	ACTIVE

Principal Address

20 MYSTIC LAND FL 2ND
MALVERN, PA 19355

Mailing Address

20 MYSTIC LAND FL 2ND
MALVERN, PA 19355

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MEM

PATEL, RAJNIKANT
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Title MEM

PATEL, RAJNIKANT
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Title MEM

PATEL, SHILPA
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Annual Reports

No Annual Reports Filed

Document Images

12/21/2021 -- Foreign Limited | View image in PDF format

August 4, 2023

SPN Solutions Inc.

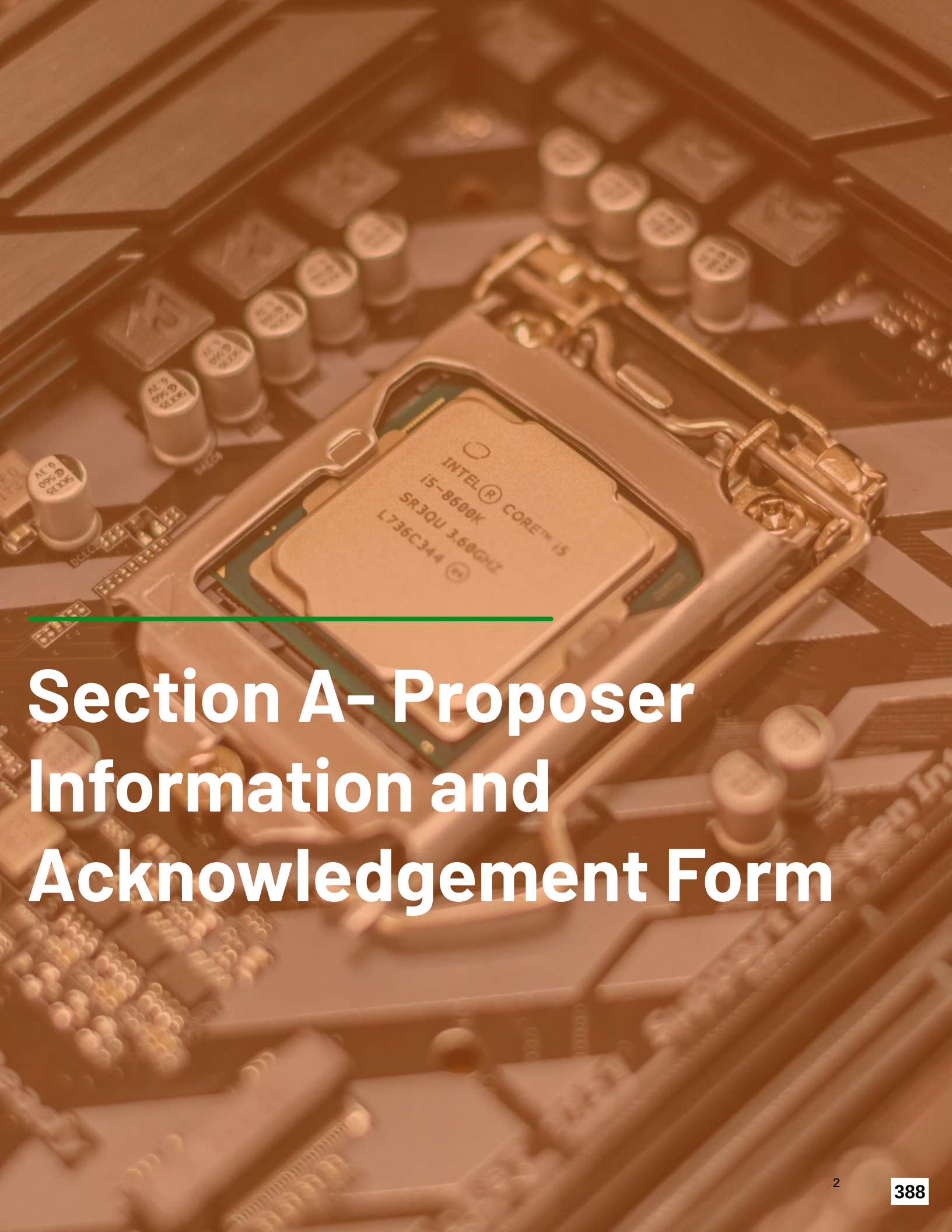
City of Winter Springs, Florida

Procurement Department

Request for Proposals

RFP #06-23-01 JD

IT Managed Services



Section A- Proposer Information and Acknowledgement Form

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: SPN Solutions Inc.

TAX ID# SNN or EIN: 45-5448717

PROPOSER ADDRESS: 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030

PURCHASE ORDER ADDRESS: 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030

PHONE NUMBER: 301-237-5315

COMPANY WEBSITE: https://www.spnsolutions.net/

COMPANY CONTACT (REP): Daryl Davies

CONTACT EMAIL ADDRESS: daryl.davies@spnsolutions.net

SIGNATURE: Daryl Davies

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number _____, dated _____.
      Number _____, dated _____.

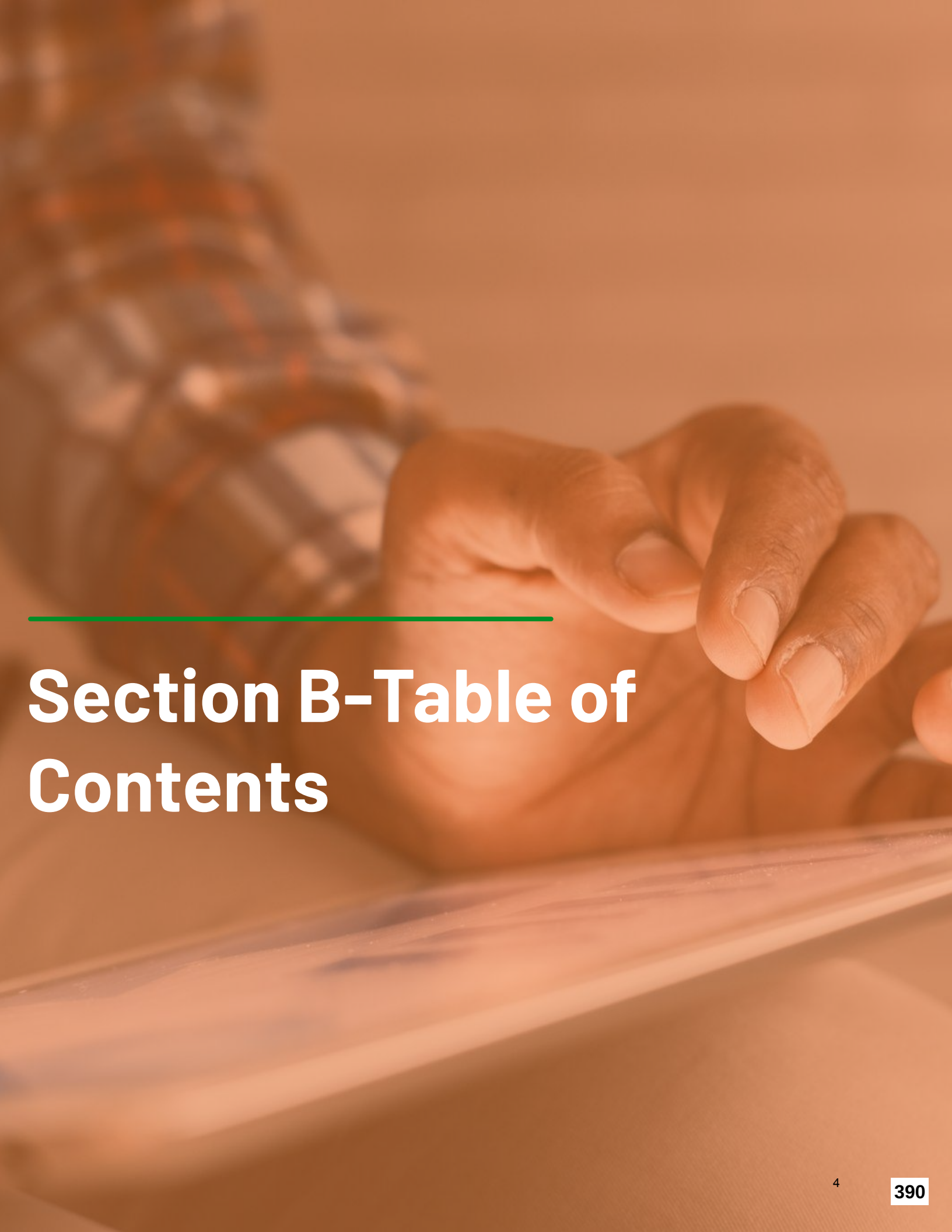
B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

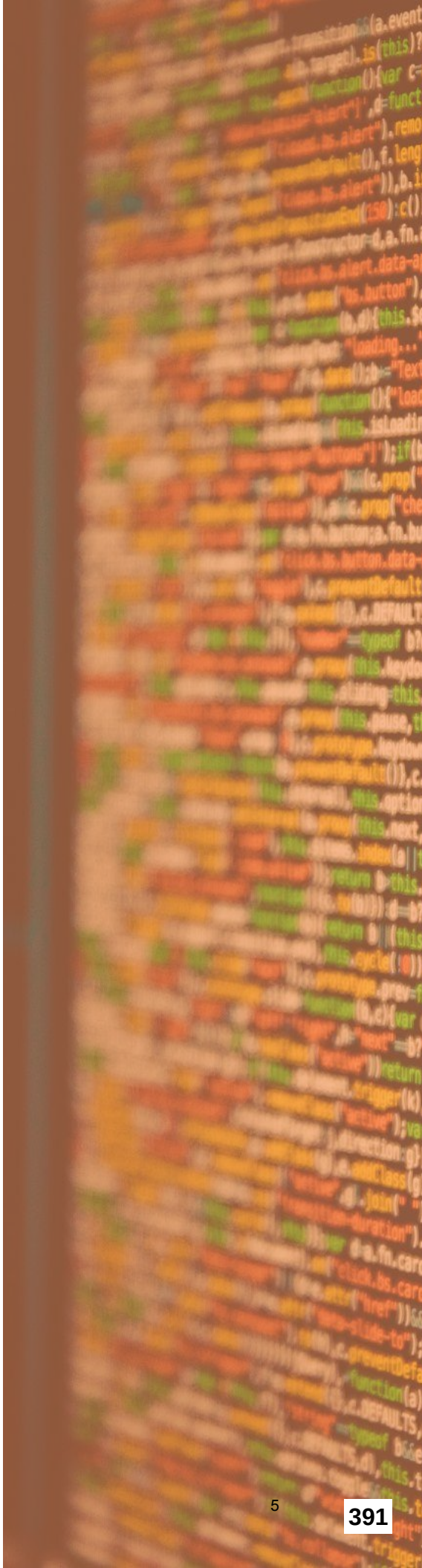
A. Submit on Cost Proposal Worksheet, Appendix A.



Section B-Table of Contents

TABLE OF CONTENTS

Section A- Proposer Information and Acknowledgement Form	**2**
Section B-Table of Contents	**4**
Section C-Introduction Letter	**6**
Part 1 - Scope of Service	**8**
Section D- Qualifications	**31**
Section E-Other Information	**43**
Questionnaire	**59**
Section F-Cost and Time	**119**
Section G-Mandatory Proposal Forms	**121**
Section H-Florida State Corporate Filing	**137**
Evaluation Criteria	**140**
Appendix	**143**



Section C-Introduction Letter

Transmittal letter

Dear Stuart MacLean,

Please find the enclosed proposal from SPN Solutions Inc. ("SPN") in response to City of Winter Springs, Florida Requests For Proposal for IT Managed Services.

SPN Solutions is a Certified Small Business Information Technology company, proudly serving our clients since May of 2012. The approach we use to deliver quality technology management services is informed by our history and knowledge of the industry's best practices. We are driven by our mission to provide service excellence in every aspect of our managed services solution; our experiences delivering improved Information Technology Services Management (ITSM) and Information Technology Infrastructure Library ITIL Engineering and Systems Support services frameworks have always focused on achieving the goals set by our customers to increase their return on investment and earn their trust.

We uphold the value of being accountable, working with integrity, being innovative and working as a team. The pillars of our success in customer service support are customer satisfaction, quality contact, resource utilization, timeliness and workforce satisfaction. Carefully managing these elements has delivered critical success for SPN. Indeed, SPN has improved the timeliness, quality, and overall customer satisfaction for every IT environment we have supported.

SPN is a tight and dedicated team that is able to prioritize you as a client. We give you direct access at all times. The way our process works, allows you to customize your solutions to meet your needs and priorities. Our team has experience working with small scale public entities as well as extensive and large scale military and healthcare entities.

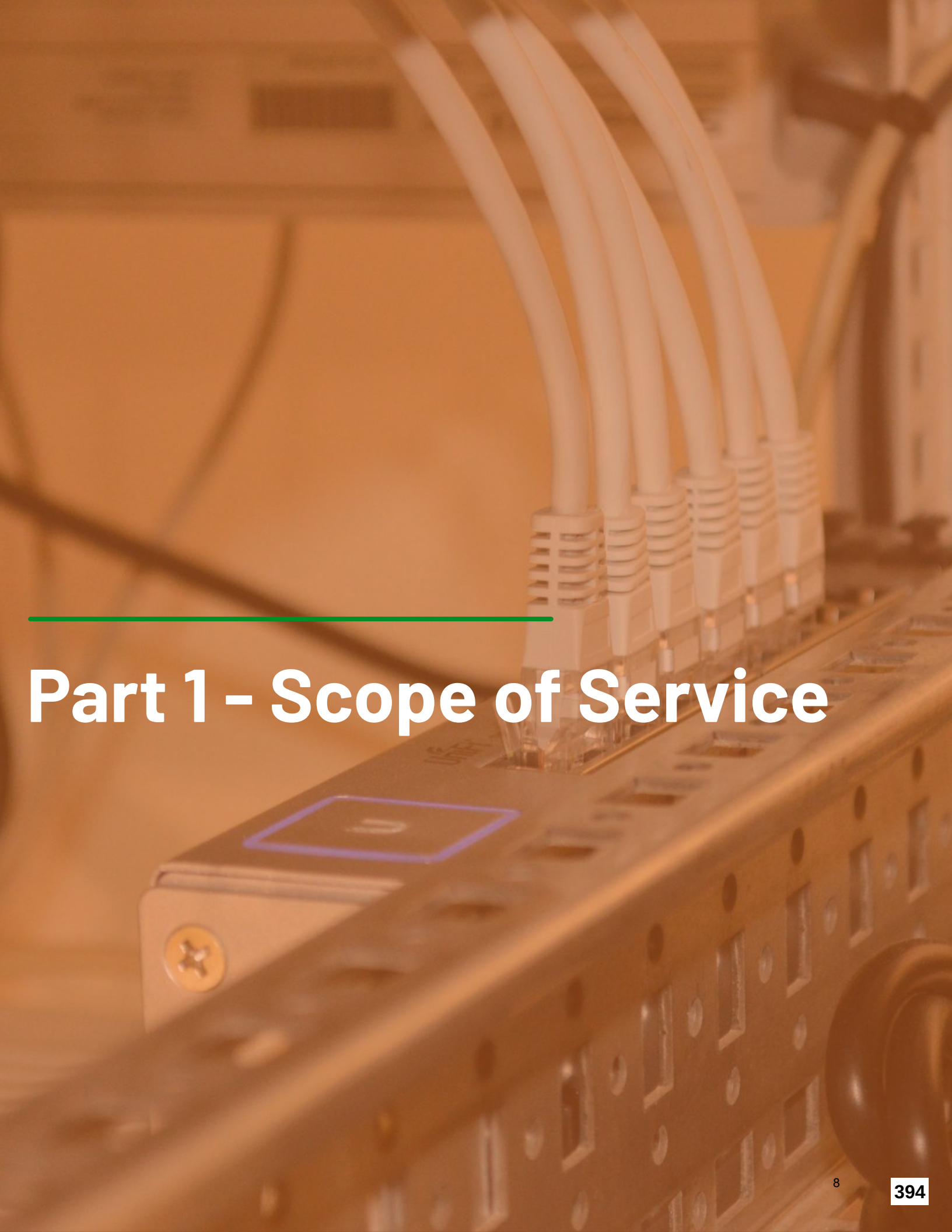
The SPN team has reviewed the requirements of this RFP in their entirety. We fully understand the purpose of this proposal, and we have provided details of our seamlessly integrated system to support all information technology services as you need. The SPN team is dedicated to providing our strategies on a standardized approach model that includes the cybersecurity for your confidential information. Additionally, any and all relocation needs, technology requirements, and maintain uptime for your infrastructure.

We are excited by the opportunity to provide The City of Winter Springs, Florida with both the basic and intricate IT services that it requires for present and future project planning. Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing daryl.davies@spnsolutions.net, or by calling 301-237-5315.

Sincerely,

_____

Daryl Davies | CEO
SPN Solutions



Part 1 - Scope of Service

Part I:

Scope of Service

The CITY wishes to obtain pricing from a successful PROPOSER to provide the CITY with Managed Information Technology (IT) Services. The successful PROPOSER shall provide including, but not limited to the following services:

- Work Order/Service Order Ticketing System

We utilize ConnectWise's Professional Services Automation (PSA) system as our Help Desk ticketing solution. We find ConnectWise PSA to be a robust, comprehensive, and user-friendly platform available in the industry today, with an array of features that directly benefits our clients. One of the standout advantages of ConnectWise PSA is its efficient ticket management system. It allows us to track and manage service requests effectively, ensuring each client's needs are attended to promptly. Moreover, its integration capabilities with our RMM solutions - ConnectWise Automate and ConnectWise RMM, along with Auvik- mean that tickets can be generated automatically in response to detected issues. This allows us to respond to potential problems often before they can impact operations. ConnectWise PSA also supports transparent reporting. Through this platform, we can provide our clients with regular, detailed reports outlining our performance and the health status of the City's IT infrastructure. This not only keeps our clients informed but also enables us to work together in evaluating and planning the City's IT strategy.

- Patch Management System and Patch Reporting

We have a comprehensive strategy for providing Patch Management and Patch Reporting services for The City of Winter Springs using the ConnectWise RMM tool. Our approach is designed to ensure optimal system performance, security, and reliability.

Patch Management:

Our system administrators will leverage the robust capabilities of the ConnectWise RMM tool to streamline the patch management process. The key steps in our patch management protocol are as follows:

- **Patch Assessment:** We will first conduct an in-depth patch assessment to evaluate the current patch levels of all systems, including servers, workstations, network devices, and other infrastructure components. This step allows us to identify any missing or outdated patches that need immediate attention.
- **Patch Testing:** To ensure compatibility and avoid potential disruptions, we will test each patch in a controlled environment before deploying it to the production systems.

- **Patch Deployment:** ConnectWise RMM's automated patch deployment feature will be used to roll out patches to all systems, ensuring they are up-to-date and secure. We will schedule these deployments during off-peak hours to minimize disruption to city operations.
- **Patch Verification:** Following deployment, we will verify the successful installation of each patch, ensuring they are correctly applied and functioning as expected.

Patch Reporting:

The ConnectWise RMM's powerful reporting capabilities enable us to provide clear and comprehensive patch reports. These reports offer insights into the patch management process, including the patches that have been applied, those pending, and any issues encountered during the patching process.

- **Regular Patch Status Reports:** We will provide the City with regular patch status reports, detailing the status of every system under management. These reports will provide an overview of patches deployed, vulnerabilities addressed, and any existing security gaps.
- **Incident Reports:** In the event of any issues arising during the patch management process, we will provide incident reports detailing the problem, its cause, the corrective measures taken, and recommendations to prevent such incidents in the future.
- **Compliance Reports:** As part of our commitment to maintaining high security standards, we will also provide compliance reports. These reports will confirm that the City's IT infrastructure is in line with industry best practices and regulatory standards.

- Monitoring CITY and ISP circuits and core infrastructure to alert during a system outage or critical behavior change

We will leverage our Auvik Network Monitoring Tool to maintain constant vigilance over the CITY's ISP circuits, core infrastructure, and to alert during system outages or critical behavior changes. The comprehensive plan is as follows:

Network Monitoring: At the heart of the CITY's IT infrastructure are the ISP circuits and the core network components that connect all elements of the system. To ensure the network operates efficiently, we will use Auvik's advanced network monitoring capabilities which will allow us to create an in-depth, real-time inventory of the City's network devices, visualizing how they are interconnected, and monitoring their status round the clock. We will use the automatic network discovery feature of Auvik to identify all devices and draw up an accurate network topology diagram which is continuously updated as devices are added or removed. This feature will significantly aid us in identifying and isolating problematic devices or circuits.

Monitoring CITY and ISP Circuits: Auvik's network traffic analyzer feature will be used to monitor the CITY's and ISP's circuits. This feature keeps a constant watch on the data flowing through the CITY's network and ISP circuits, including both inbound and outbound traffic. It allows us to spot usage trends, identify capacity issues, and troubleshoot network performance.

By monitoring the circuits' performance in real-time, Auvik helps us ensure they are operating at optimal capacity and allows us to quickly respond to any usage spikes or performance issues. Auvik also enables us to detect whether a specific device is overloading a circuit, ensuring that bandwidth is evenly distributed and the network operates smoothly.

Core Infrastructure Monitoring: We will also be utilizing Auvik to monitor the core infrastructure of the CITY. The core infrastructure includes servers, routers, switches, and other essential devices. Auvik gives us the ability to oversee these components and their interconnections in real-time, tracking their performance and swiftly identifying any issues.

Alerts During System Outage: System outages can cause significant disruptions, and swift response is critical. Auvik's alerting capabilities will enable us to rapidly respond to any such situations.

The system is designed to send alerts based on pre-set thresholds and patterns that could indicate a potential system outage. For instance, if a network device goes offline, or a circuit starts operating beyond its capacity, Auvik will instantly alert our IT team. Alerts are also customizable to ensure that they are relevant and actionable, and can be routed to specific team members based on the nature of the issue.

Response to Critical Behavior Change:

Auvik not only helps to detect outages but also allows us to monitor for critical behavior changes in the network that could signal potential problems. These could include unusual network traffic patterns, sudden increases in data usage, or changes in device behavior. Through continuous performance tracking and analysis of past network behavior, Auvik helps to identify any anomalies that deviate from the established patterns. Alerts can be set up to notify our IT team of these anomalies, enabling us to investigate and rectify issues before they escalate.

- Help desk support; including remote access to CITY workstations, servers, firewalls and network equipment

To provide comprehensive Help Desk support to the CITY, SPN will use the ITIL (Information Technology Infrastructure Library) process, renowned for its best practices in IT service management. The support will encompass remote access to CITY's workstations, servers, firewalls, and network equipment. We'll utilize ConnectWise Automate and the ConnectWise RMM tool to facilitate this process.

Remote Access to CITY's Workstations and Servers

Using the ConnectWise Automate tool, our team can remotely access CITY's workstations and servers, performing troubleshooting and routine maintenance tasks. This remote management capability enables us to resolve issues quickly and effectively without the need for onsite visits, ensuring the smooth running of CITY's IT infrastructure.

Support for CITY's Firewalls

CITY uses a variety of firewall solutions to ensure network security, such as Fortinet FortiGate, Cisco ASA, and Palo Alto Networks firewalls. With ConnectWise RMM tool, our team can remotely monitor and manage these firewalls, ensuring their optimal performance and security integrity.

- **Fortinet FortiGate:** We'll monitor the operational status, identify any anomalies in traffic patterns, manage security policies, and ensure timely firmware upgrades.
- **Cisco ASA:** We'll manage access control lists (ACLs), perform security context monitoring, and ensure regular patch updates to minimize potential vulnerabilities.
- **Palo Alto Networks:** We'll oversee threat prevention policies, monitor application usage, and manage user identification functions.

Support for CITY's Network Equipment

CITY's network infrastructure consists of several network devices, including Cisco routers and switches, Juniper routers, and Aruba wireless access points. Our Network Operations Center (NOC) will provide comprehensive support for these devices.

- **Cisco Routers and Switches:** Our NOC will monitor router and switch performance, manage IOS software updates, configure interfaces and protocols, and troubleshoot any connectivity issues.
- **Juniper Routers:** We'll oversee the routing protocols, monitor the system logs, manage security settings, and ensure timely firmware updates to uphold the network's robustness.
- **Aruba Wireless Access Points:** Our team will ensure the correct SSID configuration, monitor the wireless spectrum for interference, manage user access controls, and perform firmware upgrades as necessary.

Through our centralized NOC, we will perform 24/7 monitoring of these devices, using ConnectWise RMM for real-time alerts on system health, traffic congestion, device failure, and security threats. Our proactive approach allows us to detect and rectify potential issues before they impact the network's functionality, ensuring uninterrupted services for the CITY.

- Workstation imaging and deployment

We will utilize the ConnectWise Automate tool to provide comprehensive workstation imaging and deployment support for CITY. This includes creating, managing, and deploying standardized images for Windows 10 and Windows 11 workstations, thereby ensuring uniformity and efficiency across all CITY's workstations.

- **Creating Standardized Images:** Our ConnectWise Automate tool will allow us to create standardized images of both Windows 10 and Windows 11 workstations, each containing CITY's required software, security configurations, and settings. By using these images, we will ensure that every workstation, regardless of its operating system, adheres to CITY's IT

standards and requirements. This streamlines the setup process, making it faster and more efficient to get new or refreshed workstations up and running.

- **Updating Images:** Beyond the creation of the images, our ConnectWise Automate will also be used to manage updates to these images. As new software versions or patches are released, or as CITY's requirements change, SPN can update the workstation images to include these changes. This ensures that each newly deployed workstation is up-to-date from the moment it is first powered on.
- **Deploying Images:** Once the standardized images have been created and updated, we will use the ConnectWise Automate to deploy these images to CITY's workstations. ConnectWise Automate's deployment capabilities enable us to push these images to workstations remotely and efficiently. This includes capabilities such as scheduled deployments and mass deployments, which let us manage large-scale rollouts without disrupting CITY's daily operations.
- **Continuous Monitoring and Management:** After deployment, ConnectWise Automate will continue to provide value by allowing us to remotely monitor and manage these workstations. We will monitor workstation performance, apply patches, manage software installations, and resolve issues – often before they impact the end user. ConnectWise Automate's automation features also allow us to perform many of these tasks outside of normal business hours, reducing the potential impact on CITY's operations.
- **Security:** ConnectWise Automate supports security management by enabling us to ensure that all workstations have the most recent security patches and antivirus definitions. This reduces potential security risks and helps keep the CITY's IT infrastructure secure.

- Perform regularly scheduled tasks such as weekly testing of phone lines and running file restore verifications

Performing regularly scheduled tasks, like weekly testing of phone lines and running file restore verifications, is critical to maintain the robustness and reliability of CITY's digital infrastructure. We will establish a systematic approach to execute these tasks timely and efficiently using various tools and systems at our disposal.

Weekly Testing of Phone Lines: We will conduct regular weekly tests of all phone lines to ensure call quality, connection reliability, and overall system performance. This will include both inbound and outbound calls, checking for any delays, disturbances, or disconnections that could hinder communication. Any identified issues will be logged, and immediate corrective actions will be undertaken. Regular reports on these tests will be provided to the CITY for transparency and accountability.

Running File Restore Verifications: Data protection is crucial for CITY, and part of this strategy involves verifying the reliability of backup systems. We will carry out weekly file restore verifications to test the integrity of CITY's backups. This involves periodically restoring a random set of files from the backup system to a test environment, then verifying the content against the original. This test ensures not only that the backup system is working correctly but also that the

restore process functions as intended, which is essential for data recovery in the event of data loss or system failure.

Both of these tasks will be scheduled outside of peak usage hours, to minimize the impact on CITY's operations. Additionally, any issues encountered during these tests will be escalated through SPN's incident management process, with all relevant stakeholders notified and corrective actions initiated promptly.

Regular updates and reports on these activities will be made available to CITY, providing a clear overview of the health of their phone lines and the reliability of their backup systems. Our commitment to these regular tasks will ensure the consistent operational performance of CITY's communication and data systems, enhancing overall business continuity and user satisfaction.

- After-hours support

We understand that CITY may require assistance beyond regular working hours, whether it's for resolving technical issues, handling emergencies, or ensuring the smooth execution of scheduled tasks. Here's how we plan to provide after-hour support:

- **24/7 Technical Support:** Our support team will be available round the clock, 7 days a week. This availability ensures that if any technical issue arises outside of normal operating hours, it can be addressed immediately, reducing potential downtime and mitigating impacts on CITY's operations.
- **Emergency Response:** We will establish an emergency response protocol that can be activated during after-hours in the event of a critical system failure or cybersecurity incident. Our response team will be on standby to handle these emergencies swiftly and effectively, ensuring minimum impact on services and restoring normal operations as quickly as possible.
- **Scheduled Maintenance and Upgrades:** Regular maintenance and system upgrades are often best conducted during off-peak hours to minimize disruption. We will coordinate with CITY to schedule these activities during after-hours, ensuring that workstations, servers, and network equipment are kept up-to-date and running efficiently without interrupting daily operations.
- **On-Call ITIL Support:** Following the ITIL framework, we will have an on-call service management team ready to respond to any service disruptions or incidents. They will follow a predetermined set of procedures to categorize, prioritize, and resolve these incidents, ensuring the least impact on CITY's operations.
- **Remote Monitoring:** Using tools like Auvik and ConnectWise Automate, we will continuously monitor CITY's networks and systems, alerting the on-call team if any anomalies are detected, facilitating rapid response and resolution.
- **Service Desk Support:** Our service desk will continue to function after hours to provide immediate assistance to CITY staff. This includes solving minor technical issues, answering queries, and providing guidance on IT-related matters.

- Vendor management support

We will serve as the central point of contact for all third-party technology vendors contracted on behalf of the City. Our aim is to ensure the smooth running of operations by aligning vendor activities with the City's strategic goals and operational needs.

We are committed to fostering clear and effective communication between the City and their vendors. Our vendor management process starts with understanding the roles, responsibilities, and services each vendor provides. By fully comprehending the scope of their service, we can better manage expectations, oversee the quality of work delivered, and ensure that they fulfill their contractual obligations.

Our role involves regular performance monitoring of all third-party vendors. We track, review, and analyze their services to ensure they are up to par with the standards agreed upon in their contracts. We then provide regular feedback and report on their performance to the City, allowing stakeholders to make informed decisions based on vendor performance metrics.

By serving as the primary point of contact, we can rapidly address concerns, mitigating any potential negative impacts on the City's operations. For more complex issues that require the City's involvement, we escalate them promptly to the attention of stakeholders, facilitating swift and effective resolution. Moreover, we will manage all administrative tasks associated with the City's vendors, such as invoice processing, contract renewals, and service level agreement (SLA) evaluations. We'll ensure that all contractual obligations are fulfilled and that any changes in services or contracts are seamlessly integrated into the City.

- Training for CITY staff as needed

An integral part of our services includes the provision of thorough and accessible training to CITY staff as needed. Here's how we will perform this:

- **Needs Assessment:** Before we develop a training program, we'll assess the skills and knowledge level of the CITY's staff. Understanding what they already know and what they need to learn allows us to tailor a program that directly addresses their needs.
- **Customized Training:** Based on the needs assessment, we'll design tailored training programs covering a range of topics such as understanding the basics of network management, troubleshooting common issues, safely using IT resources, and adhering to cybersecurity best practices.
- **Tool-Specific Training:** We'll provide detailed, hands-on training for all the tools we use, like ConnectWise Automate and Auvik. This will equip the CITY's staff with the knowledge to effectively and efficiently use these tools for their daily tasks.
- **Cybersecurity Awareness:** With the increasing sophistication of cyber threats, it's critical that every member of the staff understands how to recognize and respond to them. We'll offer training sessions focused on enhancing cybersecurity awareness among CITY staff, covering areas like phishing, ransomware, and safe internet practices.

- **Refresher Courses:** IT is an ever-evolving field, and to ensure that CITY's staff stay up-to-date, we'll offer regular refresher courses and introduce them to any new tools or practices in network management and cybersecurity.
- **On-Demand Support:** Outside of scheduled training, we'll offer on-demand support for any staff members who encounter issues or need additional help understanding certain aspects of the tools or protocols we're using.
- **Feedback Mechanism:** We believe in a two-way learning process. Therefore, after each training session, we'll collect feedback from the participants to continually improve our training methodologies and ensure they are useful and effective.

- Project management as needed

We will offer the CITY a robust project management support as needed, following the globally recognized Project Management Institute (PMI) process. This framework ensures that each project is executed efficiently, within budget, and on schedule while meeting the necessary quality standards. Our PMI-based approach follows five key stages: Initiating, Planning, Executing, Monitoring & Controlling, and Closing.

However, what truly sets our project management services apart are several key differentiators:

Expertise Across Domains: We have a wealth of expertise across a broad array of industries, technologies, and project types. This extensive knowledge allows us to customize our project management approach to the unique requirements and constraints of each project.

Communication and Transparency: We strongly believe in open and transparent communication throughout the project's lifecycle. Regular project updates, status meetings, and detailed reports keep CITY stakeholders informed of the project's progress and any challenges encountered.

Risk Management: We proactively identify potential risks and challenges that could impact the project and take preventative actions. This early risk detection and mitigation approach helps ensure that projects stay on track.

Technology-Driven: We leverage advanced project management tools to automate and streamline various aspects of the project management process, leading to higher efficiency and accuracy.

Continual Improvement: We value feedback and use it as a tool for continual improvement. Post-project reviews are conducted to identify lessons learned and areas for improvement, further enhancing our project management approach.

Customer-Centric Approach: We ensure our project management process is aligned with the CITY's objectives and expectations. We maintain a customer-centric approach, providing flexible solutions to meet the evolving needs of the CITY.

- Operating System/Application upgrades

We will provide a comprehensive Operating System and Application upgrades, utilizing our advanced tool suite of ConnectWise Automate and the ConnectWise Remote Monitoring and Management (RMM) tool. These applications are specifically designed to facilitate a streamlined, efficient, and minimally disruptive upgrade process.

Operating System Upgrades:

The CITY's fleet of machines, comprising both Windows and MacOS systems, will be kept up-to-date with the latest OS releases, including Windows 10, Windows 11, and the latest versions of MacOS. Using ConnectWise Automate, we can push these OS updates network-wide after thorough testing to ensure compatibility and stability. The process minimizes user disruption as updates can be scheduled for off-peak hours.

Application Upgrades:

Application upgrades encompass a wide array of software, including productivity suites like Microsoft Office, specialized applications such as Adobe Creative Cloud, and web browsers like Google Chrome and Mozilla Firefox, among others. Upgrades for these applications are crucial to take advantage of new features, performance improvements, and most importantly, security updates.

Using ConnectWise RMM, we can monitor the current versions of these applications across all devices in the CITY's network. When a new version is released, we can deploy it network-wide in a controlled and managed manner. The tool allows us to stage the roll-out, verify successful upgrades, and troubleshoot any issues that arise.

Server Upgrades:

For CITY servers running Microsoft Windows Server or Linux distributions, ConnectWise Automate allows us to manage OS upgrades efficiently. We can schedule updates during maintenance windows to prevent disruption to CITY's services. Furthermore, the ConnectWise RMM tool provides ongoing monitoring to ensure servers remain at peak performance after upgrades.

Firewall and Network Equipment Upgrades:

Network devices, including firewalls like Cisco ASA, Palo Alto Networks, Fortinet, and network devices from vendors such as Cisco, Juniper, and Aruba Networks, periodically receive firmware updates. These updates often contain vital security patches and feature enhancements. ConnectWise Automate assists in managing these updates, ensuring devices are kept up-to-date and secure.

With this comprehensive, multi-tiered approach to Operating System/Application upgrades, SPN ensures the CITY's IT infrastructure remains modern, secure, and capable of supporting the CITY's operational demands.

i. IT hardware lifecycle management and replacement recommendations.

We will assist the CITY in managing the entire lifecycle of its IT hardware. Our comprehensive IT hardware lifecycle management involves overseeing all stages from procurement, deployment, maintenance, and finally, disposal.

Procurement: Our team will provide guidance on hardware selection, ensuring that the CITY procures devices that offer the best fit for their needs and budget. We leverage our knowledge of emerging technologies and our relationships with leading vendors to recommend solutions that deliver optimal performance and longevity.

Deployment: Once the CITY has procured the necessary hardware, we will oversee its deployment. Using our ConnectWise Automate tool, we will handle the imaging and deployment of workstations, servers, and network devices, ensuring each device is configured correctly for seamless integration into the CITY's IT infrastructure.

Maintenance: With our suite of network monitoring tools, including Auvik and ConnectWise RMM, we will continually monitor the health and performance of the CITY's hardware. We will perform regular maintenance tasks to prolong the lifespan of each device, address issues proactively, and minimize downtime.

Replacement Recommendations: As part of our ongoing monitoring and maintenance, we will regularly assess the performance and condition of the CITY's hardware. We use industry best practices and standards to determine when a device is approaching the end of its useful life. We provide clear, timely recommendations on when to replace hardware, helping the CITY to plan and budget for these expenditures well in advance. Our recommendations will take into account factors such as the device's age, performance, repair history, and the availability of updates and support from the manufacturer.

Disposal: When hardware reaches the end of its lifecycle, we will guide the CITY through the process of responsibly disposing of or recycling the equipment. We'll ensure that all data is securely wiped from devices to protect the CITY's sensitive information, and that disposal complies with environmental regulations.

ii. Ensure all patches and system updates are applied effectively.

We understand the critical importance of applying patches and system updates to ensure network security, improve system performance, and fix bugs that could affect the CITY's daily operations. We utilize a robust, systematic approach powered by our ConnectWise Automate and ConnectWise RMM tools.

Monitoring and Identification: We continually monitor for new updates and patches released by software and hardware vendors. This includes operating systems like Windows 10 and Windows 11,

applications such as Microsoft Office Suite, Adobe, and antivirus programs, as well as firmware updates for network equipment and firewalls.

Evaluation and Planning: Not all patches or updates need to be applied immediately. Each new update is thoroughly reviewed and tested in a controlled environment to ensure it doesn't cause new issues or conflicts with existing software. After successful testing, we plan the implementation, scheduling the updates during non-peak hours or planned maintenance windows to minimize disruption.

Deployment: We use the ConnectWise Automate tool to deploy patches and updates to all relevant systems. This automation allows us to simultaneously update multiple machines without interrupting the daily activities of the CITY's staff.

Verification and Reporting: After deployment, we verify that each update or patch has been applied successfully and is functioning as expected. In the event of any issues, our team can quickly roll back the update to maintain system stability while we investigate the problem. We then provide comprehensive reports detailing what patches were installed, on which machines, and any issues encountered.

Emergency Patching: In the case of critical security updates or patches to address severe vulnerabilities, we have a process in place for immediate deployment. Once we've evaluated the patch's reliability, we can expedite its deployment to protect the CITY's systems from potential exploits.

- Firmware and driver upgrades

We implement a comprehensive process for performing system firmware and driver upgrades, leveraging our extensive experience and a suite of professional tools such as ConnectWise Automate and ConnectWise RMM. We will manage system firmware and driver upgrades by performing:

Asset Cataloging: We will first create a list of all the system's hardware and software, keeping track of the firmware and drivers currently in use. This catalog enables us to understand which systems are due for upgrades and when.

Monitoring for Updates: Our team consistently keeps an eye on manufacturers' updates. With ConnectWise RMM, we can set up automatic alerts when firmware or driver updates are released, ensuring we always stay ahead of the game.

Testing: Prior to deployment, all updates are tested in a sandbox environment to ensure compatibility with the existing system. This step helps to mitigate any risks associated with the upgrade and ensures that the updates function correctly without causing system instability or conflicts with other software.

Scheduling and Implementation: Once we have validated the update, we schedule the upgrade process to take place during off-peak hours or as part of planned downtime, to minimize disruption to the CITY's daily operations. Using the ConnectWise Automate tool, we can streamline this process and ensure updates are applied accurately and efficiently.

Post-Upgrade Verification: Following the implementation, we perform thorough checks to confirm that the upgrade has been applied successfully and is functioning as expected. This verification process involves system performance monitoring and diagnostics.

Documentation: All steps of the upgrade process are meticulously documented. This includes the specifics of the update, the date and time of implementation, and any issues encountered during the process. This documentation provides a clear record of all actions taken and is a valuable resource for future troubleshooting and audits.

Emergency Measures: In cases where there are critical updates released to counteract severe security threats, we expedite our process, implementing these updates promptly to protect the system from any potential breaches.

- Diagnostics, repair and/or replacement of hardware; including working with manufacturers and or third party vendors to ensure eligible equipment is repaired under valid warranties and/or existing contracts

Recognizing the necessity of efficient problem resolution, we work to minimize downtime and maintain productivity, employing a robust process designed to ensure the smooth and effective support of hardware.

Initially, our process commences with Problem Identification where our expert IT support staff scrutinizes potential software conflicts, hardware failures, or network connectivity issues. The team is proficient in inquisitively identifying and documenting the problem, leveraging their experience to ask relevant questions and conduct preliminary diagnostics to pinpoint the precise nature of the problem. This is followed by Detailed Diagnostics, a crucial phase where our staff, using cutting-edge diagnostic tools and software, conducts an exhaustive system examination. This deep dive into the system allows us to understand the nature and extent of the problem fully, enabling us to accurately diagnose the issue and subsequently formulate the most effective resolution. For issues that can be resolved in-house, our In-house Repair process steps in. Our team, armed with technical expertise, performs necessary repairs ranging from system configuration adjustments, software reinstallations, or swapping faulty components with in-house spares, ensuring a swift return to operational status. When hardware issues necessitate specialized attention or replacement under warranty, our team excels at Coordination with Manufacturers or Vendors. We take the reins in liaising with manufacturers or third-party vendors, managing all communication and technical discussions, thereby relieving CITY staff of this responsibility.

Another integral part of our process is Warranty and Contract Management. Our team maintains meticulous records of all hardware components, tracking warranty periods and service contract details. This ensures that repairs or replacements are carried out under valid warranties or existing contracts, saving unnecessary expenses. In cases where a hardware component cannot be repaired or it is more cost-effective to replace it, our Replacement process comes into play. We take charge of the procurement and installation of new hardware, sourcing equipment that best aligns with the CITY's needs and budget, all the while ensuring compatibility with existing systems. Following any repair or replacement, we conduct rigorous Post-Repair Verification. We test the effectiveness of the solution to ensure that the repaired or replaced hardware performs optimally and integrates seamlessly with the rest of the system.

Our Documentation process captures every detail of the diagnostic, repair, or replacement process. From problem descriptions to actions taken, from interactions with vendors to the final resolutions, every step is thoroughly documented for future reference and complete transparency.

- Develop and maintain documentation of both physical and logical networks, servers and service applications

Our approach to developing and maintaining documentation for both physical and logical networks, servers, and service applications leverages a combination of advanced tools and manual methods, ensuring accuracy and detail. For automated documentation, we employ our tools like ConnectWise Automate and RMM. ConnectWise Automate allows us to auto-discover all devices on the network, providing a visual layout of the system's structure, interconnections, and dependencies. Similarly, our RMM's reporting feature helps to generate regular reports detailing the operational status of servers and applications, hardware and software inventories, system performance data, and more. These tools, with their advanced features, allow us to maintain an up-to-date inventory of all CITY's IT assets and their operational status, enhancing the overall visibility of the IT environment. We understand that certain scenarios require manual documentation for more specific, customized, or intricate information. For such cases, our team is proficient in using CAD tools like AutoCAD and diagramming tools like Microsoft Visio. These tools are particularly useful when designing network diagrams, architectural views of servers, data flows, and other complex IT systems. By using such tools, we can visually depict the detailed layout of the CITY's IT infrastructure, making it easier to understand, troubleshoot, and manage. To ensure that these documents remain relevant and useful, we commit to regular maintenance and updates. This includes revising them whenever there are changes in the network structure, hardware additions or replacements, software updates, or modifications in service applications. Such proactive updates help us ensure the documentation is always current, reducing potential issues during troubleshooting or system upgrades. We prioritize making these documents accessible and understandable. We use clear, concise language and visual aids where appropriate. We also store these documents securely while ensuring that authorized personnel can easily access them when needed. This commitment to detailed and accessible documentation ultimately improves operational efficiency, facilitates faster problem resolution, and simplifies planning for future expansions or upgrades.

- IT asset inventory tracking and allocation

We will use our ConnectWise Automate and ConnectWise RMM tools for automated asset tracking. These tools allow us to discover all networked devices automatically, maintaining a real-time inventory of all hardware and software assets within the CITY's IT infrastructure. They record essential details like model numbers, serial numbers, installation dates, warranty status, software versions, and more. Additionally, they capture the operational status of these assets, alerting us to any irregularities or potential issues that need attention. The automation also extends to asset allocation. These tools allow us to assign assets to specific users or departments within the CITY's organization, creating a clear record of who is responsible for what. This visibility aids in accountability, loss prevention, and planning for asset refreshes or upgrades. While automation provides a solid foundation for our asset tracking and allocation, we also understand the value of manual oversight. Our team regularly audits the asset database to ensure its accuracy and completeness. For assets not covered by our automated tools, such as offline devices or specialized equipment, our team manually updates the inventory to ensure it remains comprehensive. We will also work closely with the CITY's staff to understand their needs and allocate assets effectively. By understanding the requirements of different roles and departments, we can ensure that each user has the hardware and software necessary to perform their duties effectively. This understanding allows us to plan for future needs, ensuring timely procurement and deployment of new assets when required. Our IT asset inventory tracking and allocation process includes reporting and documentation. We generate regular reports detailing the status of the CITY's IT assets and their allocation. This reporting aids in strategic decision-making, budgeting, and compliance with any applicable regulations.

- Software license tracking and reporting

We provide Software license management by utilizing our automated tools such as ConnectWise Automate and ConnectWise RMM for gathering and maintaining data on all the CITY's installed software. These tools will identify the software installed on each device, capturing crucial details such as software version, license type, and expiration date. By creating a central repository of this information, we provide a complete and up-to-date overview of the software landscape in the CITY's IT infrastructure. For software licenses that are not automatically tracked by our tools, our team will manually collect and input the data into our system. This ensures that all software, including specialized applications or offline tools, is accounted for. With a comprehensive inventory of software assets, we will then map each piece of software to its respective license(s). This will help us monitor the usage of each license and ensure that the CITY stays within its legal rights as specified in the software license agreements. A key aspect of our software license tracking service is proactive management. Our system is configured to alert us when a software license is approaching its expiration date. In such cases, we will work with the CITY's team to either renew the license or remove the software if it is no longer needed. We provide comprehensive reporting on software licenses that provide insights into license utilization, reveal potential cost savings, and demonstrate compliance with licensing agreements. They can be customized to meet the CITY's specific needs, whether that's a high-level overview for management or detailed data for

auditing purposes. We will also assist with procurement of new software licenses. By understanding the CITY's needs and keeping up with changes in software licensing, we can help the CITY make cost-effective and compliant software licensing decisions.

Zero-Day Incident Detection and Reporting:

Securing the CITY's IT environment against emerging threats requires vigilant monitoring and rapid response. To this end, SPN employs a sophisticated security infrastructure which includes ConnectWise SIEM (Security Information and Event Management) and SentinelOne, endpoint protection platform, for zero-day incident detection and reporting. Our first layer of protection is provided by our ConnectWise SIEM. This powerful tool collects, correlates and analyzes log data from across the CITY's network, looking for any signs of unusual or potentially malicious activity. By centralizing and analyzing this data, the SIEM tool is able to identify potential threats that might otherwise go unnoticed, providing a comprehensive view of the CITY's security posture.

Our SentinelOne tool complements the SIEM system by focusing on the endpoints - the devices connected to the CITY's network. This tool uses artificial intelligence to analyze behavior on each device, looking for anything that could indicate a zero-day exploit. Zero-day exploits are attacks that take advantage of software vulnerabilities that are unknown to the software maker or user, and thus particularly dangerous. The AI in SentinelOne is designed to identify the abnormal behaviors associated with such attacks, even if the specific exploit has never been seen before. In the event that a potential zero-day incident is detected, both ConnectWise SIEM and SentinelOne are designed to respond swiftly. Both systems can trigger automated defensive actions, such as isolating affected devices or blocking network traffic, to contain the threat and prevent it from spreading throughout the network. Simultaneously, alerts are sent to the SPN's Network Operations Center (NOC), prompting immediate evaluation by our security team. This team is trained to rapidly assess and respond to potential security incidents, ensuring the quickest possible resolution and minimal disruption. Comprehensive reporting of the incident, along with remedial actions taken, is generated. These reports can be critical in understanding the nature of the attack, mitigating any damage, and preventing future incidents.

- Monitor and maintain anti-virus, and security solutions for all servers, workstations and/or CITY issued mobile devices.

We employ the cutting-edge SentinelOne tool to monitor and maintain the integrity of the CITY's servers, workstations, and issued mobile devices. This platform will play a crucial role in the management of anti-virus and security solutions, offering advanced AI-driven protection against malware and other cybersecurity threats. Our SentinelOne's core offering is its ActiveEDR (Endpoint Detection and Response) feature. This AI-powered technology automatically and continuously monitors all activities on endpoints (i.e., servers, workstations, and mobile devices). It's capable of detecting any unusual behaviors that could be indicative of a virus or a more advanced form of cyber-attack. Beyond mere detection, our SentinelOne tool also offers automated responses to these threats. If an attack is detected, the tool can isolate affected

endpoints to prevent the spread of the threat, and initiate automated remediation processes. This could include restoring affected systems to a pre-attack state or removing malicious code. To maintain the security of all CITY servers and workstations, we'll deploy SentinelOne agents across all devices. These agents actively monitor each device's system processes, file system operations, and network communications, providing real-time threat detection. Moreover, the tool's cloud-based nature allows it to adapt to new threats, as it continuously learns from the vast pool of data across all SentinelOne deployments worldwide. For CITY-issued mobile devices, the SentinelOne Mobile Defense application will be installed. This offers a robust suite of mobile-specific defenses, including malicious app detection, network security, and anti-phishing protection. It ensures that users can safely access CITY resources from their mobile devices without compromising the overall security of the network. SentinelOne provides comprehensive reporting capabilities. It keeps detailed records of all detected threats and remediation actions. SPN's security team can use these reports for further analysis, incident response planning, and compliance auditing.

- Monitor and maintain data backup and file recovery

SPN Solutions is dedicated to providing comprehensive managed cloud backup services for the City of Winter Springs, ensuring the security and availability of your critical data. Our team will work closely with you to assess your backup requirements and design a tailored backup strategy that meets your specific needs. We leverage cloud-based backup solutions to securely store your data in offsite locations, protecting it from unforeseen events such as hardware failures, natural disasters, or data breaches.

Using our Acronis backup tool, we perform regular and automated backups of your data, ensuring it remains up-to-date and protected. These backups are configured to occur at desired intervals, capturing all changes to your files and systems. The data stored in the cloud is encrypted and secured using advanced encryption algorithms, ensuring the confidentiality and integrity of your information. This ensures that even in the event of a data breach, your data remains inaccessible to unauthorized parties.

In the event of data loss or corruption, our team will promptly initiate restoration. We can restore individual files, folders, or complete systems from the cloud backups, minimizing the impact on your operations and ensuring business continuity.

Our managed cloud backup services also include regular monitoring and proactive management of the backup infrastructure. We perform routine checks to verify the integrity of backups, address any potential issues, and ensure the reliability and effectiveness of the backup solution.

SPN Solutions takes the responsibility of managing the cloud backups, allowing you to focus on your core business operations. With our expertise and robust backup solutions, we provide peace of mind knowing that your critical data is securely backed up and readily available whenever needed.

- Monitor and maintain e-mail archiving and e-discovery solutions

Ensuring the effective and compliant archiving and retrieval of e-mails is a critical function we will perform for the CITY. By leveraging Office 365's extensive capabilities, along with other supplemental tools, we provide comprehensive e-mail archiving and e-discovery solutions that meet all regulatory requirements and operational needs. Firstly, Office 365 provides robust in-built features for e-mail archiving. Office 365's Archive Mailbox feature allows automatic archiving of emails after a certain period, thereby ensuring that no important communication is lost. Emails can be stored indefinitely, or according to a retention schedule that aligns with the CITY's policies or legal obligations. These archives can be accessed by end-users at any time, providing them with a means to access historical emails without cluttering their active mailbox. To enhance e-mail discoverability, Office 365 offers an eDiscovery search tool that allows administrators to search across mailboxes, teams, and other Office 365 content for specific keywords, users, or date ranges. This is particularly useful during legal proceedings or audits when certain communications need to be retrieved quickly and accurately. However, Office 365 alone might not cover all e-discovery and archiving needs, especially considering ever-evolving legal requirements and the growing complexity of digital communications. For this reason, we supplement Office 365 with other specialized tools tailored to the CITY's requirements. These could include solutions like Barracuda, Mimecast, or Global Relay, which offer additional features like advanced search capabilities, automated legal hold processes, and more granular retention controls.

These tools can provide capabilities such as:

Granular Retention Policies: More advanced tools can apply different retention policies to different types of emails or departments. For instance, financial correspondence might need to be kept for a longer period than general communication due to regulatory requirements.

Legal Holds: In case of a legal event, a 'legal hold' can be placed on all relevant emails to ensure they cannot be deleted until the hold is lifted. This guarantees the availability of all relevant evidence for legal proceedings.

Advanced eDiscovery: More sophisticated search capabilities, including predictive coding and machine learning techniques, can be used to find more relevant results in less time during an e-discovery process.

Compliance and Reporting: Detailed reporting on archiving activities can assist in demonstrating compliance with various regulatory requirements.

- Monitor and maintain disaster recovery and/or off-site back-up solutions

To secure the CITY's vital data, we will utilize the proven capabilities of the Acronis solution, which enables efficient monitoring and management of disaster recovery procedures and off-site backups. Acronis is renowned for its comprehensive cyber protection suite, which combines reliable backups, disaster recovery, and next-generation cybersecurity in a single, integrated

solution. The following outlines how we will leverage Acronis for disaster recovery and off-site backups:

Regular Backups: Utilizing Acronis, we will schedule regular and consistent backups of the CITY's essential data. The frequency of these backups will depend on the CITY's specific needs and how often data changes occur. Backups could be scheduled as frequently as hourly, daily, or weekly to ensure minimal data loss.

Off-Site Storage: Acronis offers secure off-site storage solutions to ensure data remains protected from localized disasters such as fires, floods, or physical damage to hardware. We will configure Acronis to automatically replicate the CITY's data to off-site data centers. The use of geographically diverse locations also ensures data is accessible and recoverable, even if a major disaster affects a certain region.

Data Encryption: To ensure the security and privacy of the CITY's data, Acronis uses advanced encryption methods during both transmission and storage of data. This helps prevent unauthorized access and keeps the data secure from threats.

Disaster Recovery: In the event of a disaster, we will leverage Acronis' advanced disaster recovery capabilities to rapidly restore operations. This includes the ability to perform a bare-metal restore, which can recover an entire system (OS, applications, settings, data) to the same or dissimilar hardware. Acronis also provides a cloud-based disaster recovery solution, which can quickly spin up critical systems in a secure cloud environment if the local infrastructure is compromised.

Testing and Verification: We will also perform regular tests of the backup and recovery procedures using Acronis' built-in validation tools. This includes validating the integrity of backups and running disaster recovery drills to ensure systems and data can be restored quickly and accurately when required.

Monitoring and Maintenance: Acronis' centralized management console allows us to efficiently monitor the backup and disaster recovery processes. It provides real-time alerts and detailed reports on the backup status, issues, and more, ensuring that SPN can promptly address any potential problems.

- Assist the Information Technology Manager with comprehensive information technology systems planning, and change outs and upgrades.

The successful planning and implementation of comprehensive IT system changes and upgrades require close collaboration between SPN and the CITY's Information Technology Manager. Our team will employ a proactive and consultative approach to effectively assist the IT Manager throughout these critical processes. Here's how we plan to offer our assistance:

Strategic Planning: Our team will work closely with the Information Technology Manager to develop a strategic roadmap for IT systems, considering factors such as current technological trends,

organizational needs, budgetary constraints, and future growth expectations. We will provide insights into emerging technologies and their potential applications within the CITY's context.

Risk Assessment: Before any change-outs or upgrades, our team will perform comprehensive risk assessments to identify potential impacts on existing systems and operations. This will include analyzing dependencies, compatibility issues, and potential disruptions, with the goal of mitigating risks and ensuring smooth transitions.

Project Planning: Our team will assist the IT Manager in developing detailed project plans for system change-outs and upgrades. This includes establishing timelines, assigning roles and responsibilities, setting milestones, and determining success metrics.

Vendor Collaboration: For system upgrades or change-outs involving third-party vendors, SPN will facilitate communication and coordination with these vendors. This includes ensuring that the solutions provided meet the CITY's specific needs and that implementation is executed as planned.

Testing & Validation: SPN will develop and implement testing protocols to ensure new systems or upgrades perform as expected in the CITY's environment. We will assist in staging and piloting processes to minimize risk and make necessary adjustments before full deployment.

Training & Support: Our team will provide tailored training programs to ensure CITY staff can effectively use new systems or upgrades. We also offer continuous support to address any challenges that may arise during the transition period.

Documentation: SPN will develop and maintain comprehensive documentation of all system change-outs and upgrades. This documentation will serve as a valuable reference for troubleshooting, future upgrades, and new staff training.

Post-Implementation Review: After any system change-out or upgrade, we will conduct a thorough post-implementation review to assess the success of the project, lessons learned, and areas for potential improvement.

- Assist the Information Technology Manager in strategic plans, procedures, compliance evaluations and security audits.

SPN Solutions is expertly positioned to support your Information Technology Manager in the development and execution of strategic plans, procedures, compliance evaluations, and security audits. We excel in devising innovative strategies tailored to your unique IT environment, with a keen focus on improving operational efficiency and maintaining the highest security standards. Our extensive experience in procedural implementation ensures the seamless integration of new protocols within your organization. Moreover, our rigorous approach to compliance evaluations and security audits safeguards your systems from potential risks and ensures adherence to all regulatory standards. At SPN Solutions, we commit to enhancing your IT structure, reinforcing security, and driving your business toward sustainable growth.

- Monitor and maintain the Police Emergency Operations Center room and technical equipment within.

The strategic planning and maintenance of IT procedures, compliance evaluations, and security audits are crucial components in managing a robust, secure, and effective IT infrastructure. To assist the Information Technology Manager in these domains, SPN will provide our services to monitor and maintain the Police Emergency Operations Center room and technical equipment within.

Strategic Planning: Our team at SPN will work closely with the Information Technology Manager to develop and refine strategic plans that align with the CITY's objectives, budget constraints, and future projections. We'll facilitate workshops, conduct SWOT analyses, and provide insights into emerging IT trends and their potential applications to ensure the strategic plan is comprehensive, practical, and forward-looking.

Procedures Development: We will assist in the creation and regular updating of standard operating procedures (SOPs) and best practices for IT operations. This includes areas such as network management, software deployment, data management, incident response, and more. These procedures will be designed to promote efficiency, standardization, and transparency in IT operations.

Compliance Evaluations: Understanding and adhering to various IT-related regulations and standards is essential to maintain legal compliance and data integrity. SPN will provide assistance in conducting periodic compliance evaluations, ensuring the CITY's IT operations are in line with applicable laws and industry standards such as GDPR, CCPA, PCI-DSS, or HIPAA, as necessary. We'll also assist in creating action plans to address any compliance gaps identified.

Security Audits: SPN will support the execution of regular security audits to assess the security posture of the CITY's IT environment. This includes reviewing and testing security controls, identifying vulnerabilities, and evaluating the effectiveness of current security measures. Our team will utilize various tools and methodologies to ensure a thorough audit.

Mitigation Plan Development: Post-audit, we will assist in developing a detailed mitigation plan to address identified vulnerabilities. This includes prioritizing actions based on risk levels, recommending security improvements, and providing guidance during the implementation phase.

Documentation: All strategic plans, procedures, compliance evaluations, and security audits will be comprehensively documented for future reference, transparency, and continual improvement.

- Monitor and maintain multi-media encoder, streaming equipment, audio and video components of the CITY Hall Chambers meeting room.

The CITY Hall Chambers meeting room likely has a robust multimedia setup that is crucial for ensuring smooth and effective communication during meetings and events. Monitoring and

maintaining the multimedia encoder, streaming equipment, and audio and video components is a responsibility that requires technical expertise and proactive maintenance strategies.

Multimedia Encoder Monitoring and Maintenance: The multimedia encoder is a critical device for converting audio and video signals into a format suitable for streaming or storing. Our team will ensure the encoder's health by regularly checking its performance metrics, temperature, and other system indicators. In addition to troubleshooting and resolving any issues that arise, we'll also perform timely software updates to the encoder to ensure its compatibility and performance.

Streaming Equipment Monitoring and Maintenance: Streaming equipment includes a variety of devices that facilitate live broadcasting, such as streaming media servers, routers, switches, and software applications. Our support staff will continuously monitor these elements to detect any issues promptly. Regular maintenance tasks, such as updating firmware, testing streaming quality, and validating the health of the network infrastructure, will be performed to ensure uninterrupted service.

Audio and Video Components Monitoring and Maintenance: The audio and video setup in the meeting room might involve various components like microphones, speakers, video cameras, display monitors, cables, mixers, and more. Our team will carry out routine checks to ensure all devices are functioning correctly. We will calibrate audio and video settings for optimal performance, check for any cable or connectivity issues, and handle any repairs or replacements necessary.

Proactive Troubleshooting: Our support staff will use a proactive approach to identify potential problems before they cause disruptions. This includes checking for hardware wear and tear, testing for signal latency or loss, and predicting the end-of-life for devices based on their usage patterns and manufacturers' guidelines.

On-site and Remote Support: Depending on the nature of the problem, our support staff can provide both on-site and remote assistance. This flexibility allows us to respond swiftly and efficiently to any issues that may arise.

Training: If required, our team can train designated CITY staff on the basics of operating and troubleshooting the multimedia equipment. This could help in quickly resolving minor issues and reducing downtime.

Documentation: All monitoring, maintenance, and repair activities will be meticulously documented. This record-keeping aids in tracking the lifecycle of devices, planning for replacements, and maintaining an audit trail of all actions taken.

-Occasionally assist with technology presentations and materials of CITY Commission

SPN stands ready to support the CITY Commission beyond our technical expertise by assisting with technology presentations and materials. Our involvement will range from initial research and development to final presentation delivery. We'll immerse ourselves in various technological topics

that hold the Commission's interest, distilling complex insights and data into straightforward, actionable information. To complement our research efforts, we'll participate in crafting compelling presentations. Our team of tech experts is skilled at breaking down intricate technology concepts into digestible pieces, using visually captivating graphics and audience-friendly language.

As part of our commitment to provide comprehensive support, we'll also compile supplementary materials such as brochures, infographics, handouts, and digital resources that the Commission can refer to for a better understanding of the discussed topics. Our support will extend to rehearsal sessions and dry runs, where we can help the presenter fine-tune their delivery. We'll coach them on how to articulate complex points with simplicity and clarity.

On the presentation day, our team will provide technical support, ensuring flawless operation of the presentation software, audio-visual equipment, and any demonstration systems. We're prepared to handle any unexpected technical challenges that may arise, promising a smooth presentation experience. We'll remain accessible to address any lingering questions and provide further information. Additionally, we'll gather feedback and translate it into strategic action items. Our overarching goal is to empower the CITY Commission with a profound understanding of relevant technological trends, paving the way for confident, strategic decision-making concerning technology investments and initiatives.

-Meetings, which at present time begin at 6:30PM and may run as late as 12:00AM.

Our dedicated team is prepared to offer extended hours support, ensuring the seamless functioning of all technology-related aspects throughout the meeting, even when these run as late as 12:00AM. Before each meeting, we will perform a thorough check of all technical equipment to identify and mitigate potential issues. This includes ensuring the reliability and readiness of audio-visual equipment, conferencing tools, network connectivity, and any software required for the meeting. During the meeting, a dedicated support technician will be on standby, ready to troubleshoot any technical glitches that might occur. This technician will also assist with managing the live streaming equipment and ensuring stable connectivity for remote participants, if applicable. Our support doesn't end when the meeting concludes. We understand that meeting data might need to be stored, archived, or shared with relevant parties. Our team will handle this as well, whether it's converting recorded sessions into various formats, uploading videos to online platforms, or distributing the meeting materials to attendees.



Section D-Qualifications

Section D-Qualifications

1. General – Provide general information about the PROPOSER, including size, office location(s), and structure of PROPOSER. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/Public Finance during the past five (5) years.

SPN is a small, 8a SBA-certified disadvantaged business that has established a strong presence across the United States with offices in Virginia, Maryland, North Carolina, South Carolina, Florida, and Nevada. Despite our expansive reach, we remain committed to fostering an environment of intimate, personalized service that embodies the ethos of a small business. We have carefully structured SPN to optimally serve our clients. Our organizational structure emphasizes agility, responsiveness, and client-centric focus. This structure, bolstered by a dedicated team of highly skilled professionals, allows us to provide a comprehensive range of IT services, from diagnostics and repair, to network monitoring, to IT asset management, and more. We confirm that our SPN has maintained a consistent, stable business structure over the past five years. There have been no significant changes in our organizational structure, ownership, or management within that time, either firm-wide or within our Fixed Income/Public Finance department. This stability has enabled us to build long-lasting relationships with our clients, based on trust and reliability.

2. PROPOSER Experience – Describe the PROPOSER's experience with providing IT Managed Services, focus on the firm's experience with providing such services to a municipality.

Established in 2012, SPN has carved a niche for itself in the realm of IT Managed Services. As a recognized industry leader, we've been privileged to be listed as one of the fastest-growing companies in the United States by Inc 5000. Our growth is a testament to our commitment to excellence, operational effectiveness, and customer service.

A significant part of our experience has been working with entities similar to municipalities, providing them with robust, secure, and reliable IT Managed Services. For instance, our work with Walter Reed National Military Medical Center (WRNMMC) involved comprehensive IM/IT support. Through this, we developed an understanding of the unique challenges and requirements of large, public sector entities. These insights equip us to handle the complexity and scale of municipal IT infrastructure. Similarly, our engagement with the Navy and the Defense Acquisition University has honed our skills in handling extensive, security-sensitive IT ecosystems. These experiences resonate with the demands of a municipality's IT infrastructure where security, reliability, and scalability are paramount. Our ability to reduce support costs, maximize returns on IT investments, and improve service quality has been consistently proven in these engagements.

Our proposal for the City of Winter Springs reflects this rich experience and our dedication to customer service. We have outlined a comprehensive approach to cater to your specific IT needs, promising to bring significant improvements to your existing setup while ensuring a supportive IT environment for your future success.

3. Team Experience – Identify key members of PROPOSER's team that will service the CITY. Identify the primary day-to-day contact for the engagement and their experience. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.

The SPN Team
Daryl Davies, Managed IT Services Service Director & Account Manager
Tara Burkhalter, Service/Support Center Manager
Christopher Baxter, NOC/Tier 3 Lead
Joseph Matyaz, Managed IT Security (SOC) Lead

Daryl Davies is SPN's CEO and Service Delivery Director. He has more than 15 years of continuous IT experience, providing vision and support in managing, developing, designing, and implementing information technology initiatives with a high concentration on network engineering and security. This experience is an accurate representation of his day-to-day contact for this engagement. Daryl's work experience is detailed below.

Work Experience:
IT Service Delivery Lead: SPN Solutions Inc. – 06/2020 - Present ● Ensures IT services meet customer needs and expectations as agreed to in the published service catalog or other service offerings. ● Performs operations management and/or delivery of services that include full life cycle management for each service: definition, design, implementation, and operation, as well as the evolution of service offerings in partnership with stakeholders. ● Ensures all phases of the life cycle management of the service and delivers continuous improvement efforts to high-performing, reliable, and consistent operations; develops tech culture-based teams while optimizing costs and delivery times. ● Standardizes work intake processes, prioritizing work, and all aspects of workforce planning including ensuring direct reports are adequately trained, aligning resources with appropriate assignments, and managing team performance. ● Provides structure, guidance and support for budget planning and staffing for delivery of service.
Network Subject Matter Expert: SPN Solutions Inc. (DHA) – 05/2018– 6/2020 ● Performed Infrastructure Discovery and created SDD Capacity Services Infrastructure Components and Layout guide, design, and plan for infrastructure components such as: ○ Networking: Routing, Site Selection, DNS Services, Network Infrastructure Layout, Application Categorization, Load Balancing, Internal Routing, Firewalls, Switching, VPN Gateway/Secondary, Replication Network Infrastructure, and SMTP Services.

- Storage: SAN Storage Infrastructure, GPFS-Based Replication, and Netapp Storage.
- Systems Servers: Active Directory/Domain Controllers, Host-Based Replication.

- Created network strategy for the DHA Network Protection Suite to have high local availability (dual routers, switches, firewalls, IDS, IPS, etc.)
- Performed proof of concept and requirements gathering for the SDD AppDynamics Application Performance Monitoring initiative and deployed the product in a STIGGED lab environment. Configured AppDynamics to perform CAC Authentication through the iAS Identity Manager. Gathered information for licenses and various applications monitoring metrics and dashboard layout. Developed the SPLUNK Log Aggregation requirements and correlated application monitoring against the RMF controls.

Project Manager: US Department of Defense (DISA – Mission Partner Engagement) Contractor, 05/2012–05/2018

- Managed small to large-sized project tasks that included: managing scope, schedule, resources, risks/issues, and cost. Supported the creation of project management best practices, tools, and ways to drive efficiency to reduce costs and add value.
- Developed plans, including budgets and schedules, and monitored tasks to meet contractual/project requirements. Monitored and reported performance against plans to ensure that contractual, cost, and schedule objectives were met. Developed and maintained an Integrated Master Schedule (IMS) that included project milestones and dependencies.
- Applied analytical, writing, and editing skills to produce or contribute to presentations, reports, and program deliverables, including various programmatic and contractual reports (e.g. monthly status and schedule status), schedules, and presentations.
- Attended and supported meetings, reviews/audits, working groups, and briefings at other facilities as determined by the program leadership.

Principal Network Architect – (DISA): US Department of Defense (DISA-SI32-MHS CME) – Contractor, 08/2008–05/2012

- Served as a) Network lead for the migration of MHS/DHSS legacy applications into the DMZ Extension network; and b) Network BRAC leads for MHS applications from Denver Hosting Center to DISA DECC San Antonio.
- Developed and implemented network-related documents, procedures, and standards such as Concept of Operations (CONOPS), Implementation Plan, and Test and Acceptance Plan. Researched and developed solutions in response to customer requirements, DoD policies, and directives. Evaluated, proposed, and diagrammed/documented network flows, layouts, and scenarios to support the implementation of engineering solutions, while ensuring compliance with STIG, Federal Information Processing Standard (FIPS) Certification, common criteria, and Public Key Infrastructure (PKI) standards.
- Designed MS SQL 2012 Always On, Failover Cluster Infrastructure, MS Active Directory Sites, Subnet Domain Controller Infrastructure, and Global Domain and LDAP structure.
- Planned and designed Virtual Desktop Infrastructure for 300 active desktops.

Senior Network Engineer: US Department of Transportation/Office of the Chief of

Information Officer, Bowhead, 07/2003–08/2008

- Supported an enterprise network of over 1000 onsite and remote users.
- Performed Cisco IOS Software upgrades on network devices. Supported T1, T2, DS3, Frame Relay, DSL, and ATM WAN connections, while setting up VTP, VLANS trunking, port security, and creating ACL on Cisco switches. Used CiscoWorks LAN Management solution for simplified configuration and troubleshooting network problems. Configured and installed WiFi using Cisco and Aironet equipment. Used Solarwinds, HP Openview, and WhatsUp Gold Network Management tools for management and monitoring.
- Led migration of networks of several DOT agencies. Led Network Hardware Tech Refresh initiatives. Designed and implemented Network Admissions Control for DOT Remote Access users.

Tara Burkhalter is SPN's Service and Support Center Manager. She has more than 20 years of continuous IT experience in project planning, implementation, and execution. Proven ability to support multiple advanced-level projects with medium to high complexity. Consistent track record of on-time and on-quality delivery with strong collaboration skills and techniques which define alternate solutions; resolve conflict; and create lasting, productive partnerships. This is an accurate representation of her day-to-day contact for this engagement. Tara's work experience is detailed below.

Work Experience:

IT Service Support Center Manager: SPN Solutions Inc. – 12/2020 - Present

- Leads multiple IT Delivery teams and provides expert ticket handling in an integrated evolving Service Desk Model; troubleshoots, resolves, tests, and validates solutions to customer problems.
- Oversees customer-facing IT support and daily operations of the SPN Support Center activities.
- Creates a strategic vision, provides daily and weekly service statistics, develops and carries out quality assurance activities, leads projects, develops and deploys knowledge-centered support methodologies, and reconciles issues raised to management.
- Prioritizes tickets and assigns them to team members to achieve the most efficient outcome.
- Resolves problems or contacts requiring more senior technical support as necessary.
- Conducts technical research for sources of information required in support of requests for information related to ongoing programs and proposal efforts.
- Interacts with team members, such as network services, software engineering, and/or applications development to restore services and/or identify and correct the core problem.
- Leads the team to achieve SLAs through proper ticket interactions and problem prioritization.
- Helps achieve customer satisfaction targets through problem resolution.
- Supports operational functions using ITIL best practices.

- Participates in customer and team meetings, supports documentation, creates knowledge articles and supports continual process improvement.

Subject Matter Expert III: SPN Solutions Inc. (Walter Reed Hospital) - 7/2017 - 12/2020

- Composed, prepared, and assembled correspondence summaries and briefs for Executive Management.
- Assisted in the evaluation and development of proposed policies and initiatives.
- Responded to requests for information from WRNMMC Executive Secretariat.
- Prepared technical reports by collecting, analyzing, and summarizing information and trends.
- Supported documentation development, including establishing governance framework/processes, and standard operating procedures.
- Identified issues, obtained relevant information, and related/compared facts from different sources.
- Established improvement and sustainment targets for metrics and facilitated exception-based discussions when measurements were out of acceptable range.
- Analyzed processes and workflows to identify timeframes and possible barriers to the efficient operation of business activities.
- Developed and documented methods and procedures for user systems.
- Facilitated meetings, including compiling agendas, facilitating discussions, and developing meeting minutes.

Business Analyst: Bureau of Medicine and Surgery – Contractor, 5/2011–07/2017

- Monitored project progress by tracking activity; resolving problems; publishing progress reports; recommending actions.
- Prepared technical reports by collecting, analyzing, and summarizing information and trends.
- Performed daily, weekly, and monthly reviews and analyses of current processes using operational metrics and reports.
- Translated business rules and requirements into appropriate process workflows and charts.
- Improved systems by studying practices; designing modifications.
- Developed test plans, scenarios, and scripts, and performed quality assurance testing for OPPM.
- Tracked project timelines, reported key milestones, and prioritized tasks for Portfolio Leaders.
- Partnered with stakeholders and managed the project schedule, identified risks/issues, developed mitigation plans, and escalated to leadership as necessary.
- Supported documentation development, including establishing governance framework/processes, and standard operating procedures.

Regional Advanced Service Manager: Comcast Corporation 08/2004–05/2011

- Planned, budgeted, scheduled, and executed all stages of enterprise software, hardware, and system implementations.
- Participated in the planning and execution of the residential and business voice services

in the Mid-Atlantic region.
- Assessed business implications for each project phase and monitored progress to meet deadlines and standards.
- Planned, developed, and administered in adherence with national and regional customer service objectives.
- Monitored customer service productivity in accordance with established policy to assure adherence as well as completeness in all customer transactions.
- Ensured competence and continuity of qualified staff through optimum selection, training and development, appraisal, and motivation techniques.
- Professionally handled all escalated issues and resolved customer concerns.
- Managed day-to-day Tier 2 support team that supported customer installation, connectivity, software configuration, user profile updates, and telephony switch provisioning and troubleshooting.

Christopher Baxter is SPN's Senior Network Operations Center (NOC) Manager and Tier 3 Lead. He has over 20 years of professional experience in installing, configuring, integrating, and automating data center technologies in VMware/Windows IBM AIX, and Linux administration; he has managed server and network infrastructures and data center operations across multiple platforms. He is experienced in installing, upgrading, patching, configuring, administrating, and maintaining various infrastructure equipment. Christopher's work experience is detailed below.

Work Experience:

Senior NOC Manager: SPN Solutions Inc. – 12/2020 - Present

- Leads SPN Network Operations Center (NOC) which includes a technician team of diverse individuals, the oversight of the physical center, and the overall operation to ensure the reliability of the SPN network.
- Monitors network feed through monitoring, issue management and continuous problem-solving.
- Manages regular business hours and after-hours trouble and maintenance work in a manner that meets both customer expectations and service level agreements (SLAs).
- Performs diagnostics during outages and urgent issues working with supporting teams to drive to a resolution Ticket creation for real-time but non-urgent issues.
- Collaborates with support teams to perform a proactive review of open network issues tracking against supporting team SLAs and network KPIs.
- Performs system validations to ensure the customer user interface reflects the current state of the network.
- Oversees responding individuals and others who oversee planned network changes, emergency restoration, locating, and equipment maintenance and records integrity.

Senior Systems Administrator: (Defense Information Systems Agency) – 11/2013– 12/2020

- Performed daily management of Windows 2012 2016 Active Directory (AD), GPO's Group Policy Manager, GPO Security Policies, AGPM (Advanced Group Policy Management), DNS, DHCP, WINS, Microsoft Exchange 2003/2007/2010/2013 and administration.
- Worked within the VMware vSphere/vCenter building and maintaining guest virtual

machines as needed and performing tasks on the ESXi hosts CLI.
- Performed VMware implementation and expansion work. Created troubleshot Virtual Network, ESX Virtual Machines. Created templates from VMs and deployed VMs from templates.
- Installed and maintained Windows Key Management System (KMS) server, Volume Activation Management Tool (VAMT). This provided KMS and Active Directory system licensing functionality and management.
- Administered Microsoft Exchange 2010 and 2016 Infrastructure Services (DoD Email) such as but not limited to ActiveSync, AutoDiscover, DAG, RBAC, PowerShell, DLP, E-Discovery, OAB, EAC, Public Folders, Exchange client protocols, Exchange Server Roles, DNS, IIS, AD, SSO.
- Configured Windows Multipathing policies to configure multipath LUNs from NetApp FAS Solutions 6240, 6080s, 3270s, 3070s and HP 3PAR SAN.
- Configured and Administered NFS, DNS, CIFS, FTP, SFTP, robocopy and LDAP on Windows Server 2008/2012/2016 server environment.
- Worked closely with Tier III vendors on Operating System settings, and STIG requirements as well as assisting in configuring and troubleshooting Tier III applications such as Oracle, DB2, Websphere, and Business Objects.
- Administered Development of Virtual Machines hosted on Amazon Web Services (AWS) Gov-Cloud and Microsoft Azure.
- Configured and maintained Microsoft Glacier for AWS Server Backup.
- Configured and maintained Microsoft Azure Recovery Services Vaults and ensured that backups were successfully pushed from the VMs on the Azure Cloud to the DISA Enterprise Backup Network libraries.
- Reviewed backup reports to ensure that backup jobs were successful and investigated unsuccessful backup jobs.
- Administered IBM Tivoli Storage Manager Backup and Recovery Administration (Physical and Virtual Tape).
- Used Microsoft System Center Configuration Manager (SCCM) and Bladelogic for server patching.
- Managed the installation of software and hardware, system fixes, updates, and enhancements.
- Performed documentation of the physical configuration of information systems.
- Optimized the functionality of networks and systems. Ensured compliance with established information security/information assurance policies, principles and practices are maintained.

Senior Network Engineer: Perot Systems – 10/2003–11/2013

- Provided reliable support with very limited supervision.
- Prioritized work on several concurrent assignments through efficiency, involving the manager as necessary.
- Implemented and supported local area network (LAN) and campus area (CAN) hardware and software.
- Analyzed customer workflow and procedures to recommend operational support tools and technologies to satisfy customer needs.
- Ensured workstations/server data integrity by evaluating, implementing, and managing

appropriate software/hardware solutions.

Electronic Technician Second Class: U.S. Navy 9/1997–09/2003

- Served as a lead technician and senior network administrator for the ship-wide secret SIPRNET LAN.
- Recognized lead technician and mentor for junior personnel.
- Trained junior personnel and supervised the completion of work assignments for the division.
- Maintained network reliability and uptime to maintain 100% connectivity.
- Implemented upgrades of hardware and software as they became available and ensured compatibility with new technologies.
- Maintained 100% backup of all servers as well as email. Maintained Exchange 5.5 servers and ensured high-level message traffic reliability.

Joseph Matyaz is SPN's Senior Security Operations Center (SOC) Manager. He has over 30 years of continuous Information Technology experience. He has provided support DoD Risk Management Framework (RMF) for Information Systems (IS), enclaves, and applications. Joseph's work experience is detailed below.

Work Experience:

Senior SOC Manager: SPN Solutions Inc. – 09/2017 - Present

- Maintains overall responsibility for the day-to-day running of the SPN Security Operations Center (SOC). Central to this responsibility is translating cybersecurity strategies into actionable tactical activities within the SOC.
- Plays a significant role in long-term SOC strategy and planning, including initiatives geared toward operational excellence through the development and support of strategic plans and projects to meet Security and SOC goals and objectives.
- Leads security incident response efforts and maintains an in-depth knowledge of common attack vectors, common security exploits, and countermeasures.
- Responds to all information security-relevant events (hacker intrusions, virus infections, denial of service attacks, etc.).
- Responsible for developing and administering incident response programs with multiple layers of incident detection.
- Serves as a trusted advisor during incident response and coordinates between the technical team and client management/stakeholders and ensures that both internal and external parties ensure timely and correct information.
- Coordinates with clients to identify and coordinate access to data that assists in incident detection and response as appropriate.
- Ensures that all internal projects are tracked, coordinated, and reported in collaboration with the appropriate SOC project teams and the project management office.
- Maintains responsibility to produce robust operational and executive level metrics to provide system status, event handling statistics, operational effectiveness and efficiency, performance metrics, and to develop procedural recommendations. This includes coaching staff to identify measurable components of their processes and procedures.

- Develops, administers, and oversees the updating of processes and procedures and reviews applications to ensure that the SOC's controls, policies, and procedures are operating effectively.
- Manages and leads a team of analysts including directly supervising and coaching analysts across different functional areas and providing guidance and oversight for 24x7 SOC.
- Works with common security tools such as Endpoint Detection and Response, Network Intrusion Detection, Security Information and Event Management, and Vulnerability Management tools.
- Performs vulnerability management, network operating systems, and threat actor techniques, and leverages information to appropriately gauge and reduce technical and organizational risk.

Senior Cyber Security Specialist: (Military Health Services) – 12/2015– 09/2017

- Appointed as Information System Security Officer (ISSO) for MHS GENESIS (Electronic Health Record system) and AppDynamics Ansible Tower GovCloud.
- Followed Defense Health Agency (DHA) Risk Management Framework (RMF) processes and achieved a 3-year Authority to Operate (ATO).
- Performed cyber security management using the Enterprise Mission Assurance Support Service (eMASS) repository.
- Managed vulnerability resolution via POAM process, including detailed justifications for program-required non-compliant items.
- Reported on vulnerability remediation activities, scanning and analysis, and STIG/SRG Checklist review.
- Facilitated collaborative and proactive work practices across disciplines between the program office and multi-vendor environment to drive the delivery of technical solutions.

Senior Disaster Recovery Specialist: Recovery Point System – 06/2001–12/2015

- Served as a Senior member of the Operations Team that supported recovery services for Public and Private sector entities across the country.
- Assisted with customer system recovery for recovery exercises and following disaster declarations.
- Oversaw the entire test preparation process from planning through post-test follow-up.
- Assisted with hosting customer equipment in the onsite hosting data center.
- Experience in Intel-based hardware from IBM, HP, Cisco, and Dell, as well as IBM pSeries, IBM zSeries, and Brocade Fibre Channel switches.
- Served as a Subject Matter Expert for storage systems from IBM, NetApp, HP, and EMC
- Performed management of Virtual Tape systems and remote replication.
- Created enterprise-wide networking designs and performed implementations.
- Engaged in pre-sales recovery design work with potential customers.
- Lead Technical Engineer for HIPAA assessment and compliance project.
- Lead Engineer for facility move to the new site.
- Lead Technical Engineer for the establishment of employee remote access to facilitate off-hour and emergency access.

We have included their full resumes within the Appendix of this proposal.

4. Florida Knowledge – Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.

Florida's municipalities, including the City of Winter Springs, face a range of unique political, economic, and legal challenges that could potentially influence their IT needs and operations.

Weather Related Issues: Florida is well-known for its susceptibility to hurricanes and other extreme weather events. This has a direct impact on the robustness and resilience required of IT infrastructure, necessitating a comprehensive disaster recovery and business continuity plan to ensure minimal disruption in such events.

Increasing Population and Development: The State of Florida, including Winter Springs, has been experiencing significant population growth and urban development. This rapid expansion can strain municipal resources and services, including IT infrastructure. Scaling infrastructure and services to meet growing demands, while maintaining high levels of service, is a critical need.

Cybersecurity Threats: Lately, municipalities have been targeted by high-profile cyber-attacks in recent years. Ensuring the security and integrity of IT systems is a top priority. The need for robust cybersecurity measures, including secure data storage, network security, and regular security audits, cannot be overstated.

Legal and Regulatory Compliance: Municipalities must comply with a range of legal and regulatory requirements, including those related to data privacy and security, public records management, and accessibility standards. IT systems must be designed and maintained to meet these requirements.

Economic Uncertainties: The recent economic impacts of COVID-19 have increased budgetary pressures on many municipalities. This adds further emphasis on the need for cost-effective IT solutions that can deliver high levels of service.

All these factors underline the importance of a strong, adaptable, and secure IT infrastructure. SPN's approach to IT Managed Services takes these challenges into account, ensuring our proposed solutions are tailored to meet the specific needs of the City of Winter Springs, while aligning with the wider context of Florida's unique challenges.

5. References – Use the form provided in the Mandatory Proposal Forms titled "REFERENCE INFORMATION FORM"

SPN has provided three of our previous clients and projects in the References Information Form. We are proud to share these references; please reach out to any of them for their experience

working with our team. Please let us know if you have any questions regarding these references or would like more information.

6. Conclusion – Briefly summarize why PROPOSER should be selected, including why you are pursuing the City of Winter Springs' business. In short, summarize what makes PROPOSER different and why the CITY should select PROPOSER above all others.

We firmly believe in the transformative power of technology. We harness this power, driven by our passion for progress, innovation, and service excellence, to help our clients optimize their IT operations, create value, and achieve their goals. The City of Winter Springs, we believe, stands to significantly benefit from this potent blend of passion, expertise, and proven experience that defines our approach to IT Managed Services.

Our extensive experience managing over 15,000 endpoints is a key differentiator. We have a strong track record of supporting high-profile clients, including the Defense Acquisition University, the Navy, and the Walter Reed National Military Medical Center, which are similar in scale and complexity to municipalities. This experience has equipped us with a deep understanding of the intricacies and demands of managing large-scale IT operations, preparing us to deliver reliable and high-quality services to the City of Winter Springs.

Our credentials further attest to our commitment to quality and excellence. As an ISO 9001:2015 certified organization and having achieved a CMMI Level 3 services appraisal, we have demonstrated our adherence to the highest quality standards and continuous improvement principles. These credentials not only underscore our execution capabilities but also reflect our recognition of the importance of structured, repeatable processes in ensuring consistent and dependable results.

What truly sets SPN apart, however, is our personalized approach to service delivery. We see ourselves as partners, not just providers. We measure our success by the success of our clients. Our decision to pursue the City of Winter Springs' business stems from our conviction that we can facilitate meaningful improvements in the city's efficiency, security, and operational effectiveness, thereby enhancing its ability to serve its citizens.

In a rapidly evolving technology landscape, keeping pace with change is critical. SPN is not just a participant in this dynamic environment, but a proactive shaper of it. We stay ahead of the curve, keeping abreast of emerging trends and innovations, and translate these insights into cutting-edge solutions for our clients. This commitment to innovation ensures that our clients are consistently at the forefront of technology.

As a Florida registered business, we understand the unique challenges and opportunities of operating in this environment. We can provide local insights and tailored solutions that a non-Florida based business may not offer.



Section E-Other Information

Section E-Other Information

This section should address any other information necessary for a full understanding of PROPOSER's services. Please provide relevant information on any additional/incremental services offered by PROPOSER.

Our services extend beyond traditional IT Managed Services, encapsulating a broad spectrum of technology solutions designed to address complex business challenges and enable organizations to optimize their operations, improve security, and drive innovation.

Managed Cyber Security and Infrastructure Support: Our Managed Cyber Security service offers comprehensive protection against a broad range of cyber threats. We implement robust security measures, provide real-time monitoring, threat detection, and rapid incident response to safeguard your digital assets. Our Infrastructure Support services ensure your IT infrastructure is efficient, resilient, and scalable, supporting your organization's growth and evolution.

Managed Detection and Response (MDR) Services: MDR services provide proactive threat hunting and incident response capabilities, mitigating the impact of cyber attacks. Our security specialists leverage advanced analytics, AI, and machine learning to detect and respond to threats, protecting your systems and data.

Robotic Process Automation (RPA): Our RPA solutions can automate repetitive tasks, enhancing operational efficiency, reducing errors, and freeing up your staff to focus on higher-value activities. We design, implement, and manage RPA solutions, transforming your business processes and boosting productivity.

Information Technology Management and Transformation: We help organizations strategically manage their IT assets and implement transformation initiatives to align their technology with their business objectives. Our services include IT strategy development, project management, system implementation, and change management.

Application and Web Development: Our team of experienced developers can design, build, and manage custom applications and websites that enhance user experience, improve productivity, and drive business growth. We leverage the latest technologies and follow best practices to deliver solutions that meet your unique requirements.

Data Center Operations: We provide comprehensive data center management services, ensuring your data center operates at peak performance. Our services include system monitoring, incident management, backup and recovery, capacity planning, and more.

Telecommunications: We offer a range of telecommunications services, including VoIP, unified communications, video conferencing, and contact center solutions. Our solutions are designed to enhance collaboration, improve customer service, and reduce costs.

Appendix B-Statement of Work

Project Overview

Intent and Purpose

It is the intent of this solicitation to engage one (1) qualified firm to work with the CITY's Information Technology Department to provide a seamlessly integrated system of support for all information technology services provided and required by the CITY. At a minimum, services will include, but not be limited to; Help Desk support, network management and support, server management and support, cyber security compliance, firewall management, general information technology services, unlimited on-site and remote support for all servers, workstations, network peripherals, software, hardware, CITY issued mobile devices, etcetera. Perform technology relocation for staff office moves. Perform all technology requirements for staff onboarding and offboarding. PROPOSER will be expected to maintain uptime for all critical infrastructure and provide after-hours support for emergency issues.

We understand the CITY's needs for a comprehensive set of services, and we are committed to delivering an unparalleled level of service across all areas of information technology.

Help Desk Support: Our team will provide timely and efficient Help Desk support, resolving technical issues promptly to minimize downtime. We can handle all tiers of support, from basic troubleshooting to complex problem resolution.

Network Management and Support: We offer full-fledged network management and support services, including network design, setup, monitoring, maintenance, and troubleshooting. Our team ensures your network runs smoothly and securely.

Server Management and Support: We will handle server setup, monitoring, maintenance, and support, ensuring your servers are always up-to-date, secure, and performing optimally.

Cyber Security Compliance: We provide cybersecurity solutions to protect your systems and data. We also assist with compliance to cybersecurity standards and regulations, conducting regular audits and providing guidance on compliance requirements.

Firewall Management: Our team will manage your firewall configurations, monitor firewall performance, and ensure timely updates and patches to keep your network secure.

General IT Services: We offer a wide range of general IT services, including software installation and upgrades, hardware support, IT consultations, and more.

Unlimited On-site and Remote Support: We provide unlimited on-site and remote support for all servers, workstations, network peripherals, software, hardware, and CITY issued mobile devices,

ensuring you always have access to the assistance you need.

Technology Relocation for Staff Office Moves: We can coordinate and execute technology relocations, ensuring seamless transitions with minimal disruption to operations.

Staff Onboarding and Offboarding: We will handle all technology requirements for staff onboarding and offboarding, including setting up hardware and software for new staff and revoking access for offboarded staff.

Critical Infrastructure Uptime and After-Hours Support: We understand the importance of maintaining uptime for critical infrastructure. We will actively monitor and manage your IT infrastructure to prevent disruptions, and in the case of any emergency issues, we will provide after-hours support to resolve the problem promptly.

Term

It is anticipated an Agreement will be awarded for a three (3) year term to begin upon approval and execution by the CITY; with the opportunity for additional one (1) year extension period that can occur for a maximum of two (2) consecutive years when in the best interest of the CITY. Total contract length, including all renewals shall not exceed five (5) years. The contract and its related services shall commence on October 01, 2023.. The decision to renew or extend the contract shall be at the sole discretion of the CITY. The successful PROPOSER shall be required to review the managed information technology services with the CITY on a semi-annual basis.

SPN acknowledges and fully accepts the proposed terms for the agreement. We understand and agree that the initial contract period will be for three years, commencing on October 1, 2023, upon approval and execution by the CITY. We further acknowledge the potential for two one-year extension periods, contingent on the CITY's determination that such extensions are in its best interest. We understand that the total contract length, inclusive of all extensions, shall not exceed five years. We agree that the decision to renew or extend the contract is solely at the CITY's discretion. Moreover, we recognize the requirement to review our managed information technology services with the CITY on a semi-annual basis. We are committed to ongoing performance assessments and proactive service enhancements, and we look forward to these valuable opportunities for feedback and continuous improvement.

Requirements and Qualifications

In order to be considered, the PROPOSER must meet all of the following criteria:

A. The PROPOSER shall have been in business for a minimum of five (5) consecutive years and shall currently be licensed to perform services within the State of Florida. This requirement shall be based on the RFP's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Proposal. Examples of documentation may include, but not be limited to, local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.

SPN Solutions has been in business for eleven (11) years and holds all necessary licenses and certifications to perform IT services within the State of Florida. Documentation confirming this requirement will be submitted with the proposal. Please let us know if you require any additional documentation.

If the business headquarters is located outside of the state of Florida, they shall currently be licensed to perform services in both their home state and the state of Florida; and shall have been in business for a minimum of five (5) consecutive years. This requirement shall be based on the RFP's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Proposal. Examples of documentation may include, but not be limited to, local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.

Our business headquarters is located in Virginia; however, we do have a license to perform services in both Virginia and Florida. In this proposal, we have provided the appropriate documentation to confirm the licenses we hold.

a) In this case the PROPOSER shall submit to Procurement a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within ten (10) business days upon notice of intent to award.

We will submit a Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501 within 10 business days upon notice of intent to award.

B. Demonstration of Experience: PROPOSERS must demonstrate experience with the following:

▪ Organizational needs and culture unique to working with a municipal client.

SPN has cultivated a deep understanding of the unique needs and culture inherent to municipal clients, informed by our extensive experience supporting entities that share similar organizational structures and service demands. At the core of our approach is an acute awareness that, unlike many other types of organizations, municipalities are accountable to their citizenry and function under a public eye. We acknowledge that the reputation, trust, and operational continuity of a municipal client are paramount, and our service delivery model reflects this understanding.

We have a proven track record in managing IT services for entities with similar complexity, scale, and public service mandates to those of municipalities. Our references – the Department of Defense, Defense Health Agency (DoD/DHA)/Walter Reed National Military Medical Center (WRNMMC), and the Department of Navy, Naval Medical Readiness Training Command (NMRTC) South Carolina & Florida, and the Defense Acquisition University – serve as strong testimonials to our ability to navigate and deliver in such environments.

For instance, the Defense Acquisition University, like a municipal client, is a complex organization that requires robust and secure IT infrastructure, meticulous data management, stringent cybersecurity measures, and efficient system administration to serve a vast and varied user base. Similarly, our work with the Walter Reed National Military Medical Center and the Department of Navy has involved comprehensive IT managed services support within an environment of high public scrutiny, ensuring data integrity, privacy, and system reliability at all times. Moreover, SPN recognizes the diversity within municipal staff, ranging from non-technical personnel to highly technical IT departments. As such, we tailor our communication and support services to suit the recipient's technical proficiency, ensuring effective and efficient service delivery to all.

▪ Customer service, excellence in communication skills and customer relations

At the heart of SPN Solutions' ethos is an unwavering commitment to customer service and fostering strong, collaborative relationships. Our approach goes beyond just resolving IT issues; it is about understanding our clients' needs, ensuring their goals are achieved, and building relationships that allow us to provide tailored, impactful service.

Proactive Communication: We prioritize transparency and regular updates, ensuring our clients are always aware of the status of their IT environments. Our communication protocols involve timely status updates, issue escalations, and solutions discussion, ensuring that the client is not only informed but actively involved in the decision-making process.

Responsiveness: We pride ourselves on our rapid response times. We understand that in a world where technology is crucial to operations, any downtime can be costly. Our dedicated support team is available 24/7 to ensure issues are addressed promptly and efficiently.

Dedicated Account Management: Each client is assigned a dedicated account manager who serves as the primary point of contact. These account managers are responsible for understanding the client's unique needs, ensuring seamless service delivery, and maintaining a strong, collaborative relationship.

Training and Technical Guidance: Our commitment to customer service extends to providing ongoing training and guidance to our clients. We help clients understand their technology environments, empowering them to better use and manage their IT resources.

Feedback Mechanism: We continually seek client feedback to understand their experiences and improve our services. We use these insights to refine our processes, enhance our services, and ensure we consistently meet and exceed customer expectations.

Resolution-Focused: Our support team is trained to not just address the symptoms of IT issues but to identify and resolve the root causes. This approach ensures long-term solutions, not just temporary fixes.

Courtesy and Professionalism: Our team operates with the highest levels of professionalism. Every interaction is conducted with courtesy and respect, recognizing the value and importance of every client's time and trust in us.

Through these practices, SPN Solutions ensures a customer service experience that is not just satisfactory but exemplary.

▪ Public Safety technologies and FDLE/CJIS Audit Requirements and Experience

Our team has extensive experience in providing comprehensive IT support services for public safety agencies and has a deep understanding of the unique needs and challenges in this domain. Our services range from emergency communication systems management to database administration for crime reporting systems, ensuring a seamless technology experience for public safety personnel.

Public Safety Systems Management: We offer support for specialized public safety software systems, including Computer-Aided Dispatch (CAD), and Records Management Systems (RMS). Our team ensures these systems are always up-to-date, secure, and available to provide necessary support for public safety operations.

Communication Systems: We provide support for emergency communication systems, ensuring that these vital lines of communication remain open and functional at all times. This includes both hardware and software support for radio and communication networks.

Hardware and Infrastructure: We provide support for all necessary IT infrastructure in public safety departments, including servers, computers, mobile devices, network equipment, and more.

Regarding FDLE/CJIS Audit Requirements, we fully understand the importance of maintaining compliance with the Florida Department of Law Enforcement (FDLE) and Criminal Justice Information Services (CJIS) standards. Our experience includes successfully guiding clients through FDLE/CJIS audits, ensuring they meet the strict data handling and security standards required to access and handle criminal justice information.

We are well-versed in the CJIS Security Policy, which provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. We ensure our clients' systems are in full compliance with these requirements, providing the necessary training for staff and implementing the required security measures.

▪ SCADA Systems, Water infrastructure security requirements and Experience

Our experience with SCADA systems spans both the operational and security aspects. From an operational perspective, we understand the complexities of SCADA architectures, protocols, and the communication networks that tie them together. Our team can provide comprehensive support, ranging from system configuration and optimization to troubleshooting and maintenance. On the security front, we recognize that SCADA systems, particularly those tied to critical infrastructure such as water systems, are high-value targets for cyber threats. Hence, we prioritize the security of these systems by implementing a layered defense strategy that includes network segmentation, regular vulnerability assessments, secure remote access controls, intrusion detection systems, and more.

As for water infrastructure, we understand the unique security requirements this sector demands. Water systems present their unique challenges - they are geographically dispersed, they require 24/7 availability, and their malfunction can have severe public health and safety implications.

Our team is knowledgeable about the guidelines set forth by the Environmental Protection Agency (EPA) for water infrastructure security, and the Water Infrastructure Act's requirements. We ensure that the water infrastructure systems we manage align with these standards. This involves comprehensive risk assessments, implementation of robust access controls, securing of communication channels, regular system updates, and prompt incident response.

We've adopted the principles of the AWWA's (American Water Works Association) cybersecurity guidance, focusing on system resilience, mitigation of risks through comprehensive controls, and constant monitoring and improvement. Our approach aligns with industry best practices and regulatory standards, ensuring the utmost level of security for your water infrastructure.

List and provide a brief description of similar work satisfactorily completed and/or currently being provided with location, dates of contract, names, addresses, email addresses and

telephone numbers of owners by completing the Mandatory References Informations Form (Proposal Form 2) attached hereto.

We have provided three (3) successfully completed examples of past similar projects (in size and scope). We implore you to reach out to these references with any questions .

Project Reference 1

Project Title: Comprehensive Cybersecurity Services for the Department of Defense, Defense Health Agency (DoD/DHA)/Walter Reed National Military Medical Center (WRNMMC)

Size of the Project: Management and protection of 12,000 endpoints

Client: Department of Defense, Defense Health Agency

Contact Information: Sharon Opel, Chief Technology Officer (CTO)

Phone: 301-295-5625 | **Email:** sharon.l.opel.civ@health.mil

Contract Number: HT0014-20-C-0012 | **Timeline:** January 2021 to September 2023

The Walter Reed National Military Medical Center (WRNMMC), also known as the President's Hospital, is the nation's largest Military Treatment Facility (MTF) and leads military medicine through outstanding patient-centered care, innovation, and excellence in education and research. WRNMMC maintains around-the-clock casualty care to restore the health and well-being of those they treat. Its mission is to ensure maximum operation readiness of our country's uniformed services; deliver quality, customer-focused, primary, and tertiary medical care; provide distinguished undergraduate and graduate medical education, professional education, and research; and develop and export innovations in healthcare services and clinical informatics throughout the nation.

As the Prime Vendor, SPN Supports the Joint Medical Facilities and other components within the National Capital Region (NCR) – primarily for WRNMMC – by providing comprehensive technical and functional Information Management / Information Technology (IM/IT) support and associated project management support in the execution of its mission. For this initiative, SPN provides support to existing and ongoing, as well as emerging, NCR program requirements. Specific service areas include Program / Project Management; Web Development; Data Center Infrastructure Operations; IT Help / Service Desk / End User Devices (for over 12,000 end users); Cyber Security/Information Assurance / Security Operations Center (SOC); Network Operations Center (NOC); Telecommunications; Interagency Support; Clinical Information Management; Testing and Quality Assurance; Clinical Informatics; and Information Business Operations.

Project Reference 2

Project Title: Integrated Cybersecurity Solutions for the Department of Navy, Naval Medical Readiness Training Command (NMRTC) South Carolina & Florida

Size of the Project: Managed and secured 700 endpoints

Client: Department of Navy, Naval Medical Readiness Training Command (NMRTC)

Contact Information: Dieunel Desulme, Contract Specialist

Phone: 904-372-3605

Email: dieunel.desulme.civ@us.navy.mil

Contract Number: N6883621F0167 (SPN is the Prime Contractor)

Timeline: April 2021 to September 2026

The Department of Navy, Naval Medical Readiness Training Command located in South Carolina and Florida, provides to Military medical professionals. SPN is a part of the Information Management Department (IMD), which consists of two divisions and is responsible for all aspects of automated information management within the NMRTC and outlying branches,and centers. SPN responsibilities include designing, installing, configuring, repairing, and disposing of hardware, such as centrally operated VMWARE Hosts and Virtual Machines, SAN Storage devices, desktop computers, printers, and associated components. We also provide servers, LAN/WAN, telecommunications, client and server hardware; and other datacenter infrastructure support, database engineering and administration, software development, Software Testing and QA, and program management for all activities to support NMRTC users and systems.

Project Reference 3

Project Title: IT Support Services for the Defense Acquisition University (DAU)

Size of the Project: Provided support for 3000 endpoints

Client: Defense Acquisition University

Contact Information: Gary Sofo, Program Manager (PgM)

Phone: 703-929-6963

Email: gary.sofo@gotyto.com

Contract Number: HQ003420A0008

Timeline: July 2015 to July 2024

The DAU ITSS effort was chosen as a relevant past performance citation because of its similarity to the City's requirements in size and overall scope; it also supports a geographically diverse user community. Specifically, DAU ITSS shares similar operational components (IT infrastructure, engineering, and O&M functions). SPN supports the full scope of DAU's IT enterprise globally and is responsible for the DAU ITSS Program. This customer community includes approximately 950 DAU faculty, staff, contractors, and a student population of more than 200,000 users comprising the Department of Defense Acquisition, Training, and Logistics (AT&L) Workforce, Federal Acquisition Workforce and Industry partners. SPN provides technical support for approximately 3,200 workstations and 300 servers in support of DAU faculty, staff, contractors, and their resident student population. Additionally, our success in obtaining and maintaining the ATO for DAU software systems demonstrates SPN's Cyber Security expertise that will be valuable to the City.

The determination on whether a PROPOSER is responsible or not shall be at the sole discretion of the CITY. Although the CITY may request submission of a minimum number of contracts similar to the requirements of this RFP with certain minimum dimensions, quantities, dollar values, etcetera; the CITY's determination of a PROPOSER's responsibility shall not solely be based on the number of similar procurements the PROPOSER provides but the entirety of the PROPOSER's qualifications.

SPN understands that the sole determination of whether we are a responsible partner lies with the City. We further understand that our provided similar previous work experience and projects are not the only proof the City uses for their determination.

C List of personnel, by name, title and qualifications, contemplated to perform the work. All personnel assigned to support the CITY must agree to be fingerprinted, pass a strict background check, shall have a valid Florida Driver's License, participate in and complete annual Police CJIS certification training and exams, participate in and complete annual CITY IT security awareness training. Personnel will be provided administrative permissions to critical CITY systems that may contain sensitive data such as criminal justice information, payment card information and social security numbers.

The following list of key personnel are responsible for the work that is requested to be performed by the City:

- **Darly Davies**: Managed IT Services Service Director and Account Manager
- **Tara Burkhalter**: Service/Support Center Manager
- **Christopher Baxter**: NOC/Tier 3 Lead
- **Joseph Matyaz**: Managed IT Security (SOC) Lead

We have provided further details for our personnel's qualifications in this proposal as well as their resumes as an Appendix item. Due to the sensitive nature of our services, SPN only employs trustworthy professionals. Our team agrees to a background check, to be fingerprinted, to participate in annual Police CJIS certification training and exams, and to participate in and complete annual City IT security awareness training.

The PROPOSER shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the Proposal shall be grounds for deeming your Proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

Throughout this proposal, SPN has provided proof of our qualifications by furnishing copies and written documentation to substantiate meeting the City's requirements. We understand the importance of providing this proof to be considered for this engagement.

General Project Overview

The CITY's Information Technology Department is currently comprised of one (1) Information Technology Manager, one (1) GIS Specialist and two (2) Application Specialists. In addition, the CITY currently has a contractor to provide two (2) on-site technicians that support the network, servers, phone systems, desktop/laptops, wireless access points, security cameras, access control systems, etcetera. These technicians would have to be replaced by the successful PROPOSER. For informational purposes only; the CITY currently generates approximately two hundred sixty (260) help desk tickets/work orders per month. The CITY cannot guarantee that such volume and/or transactions will be the actual amount required. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the CITY to commit to said volume and/or transactions. The CITY averages 120 end users who use technology on a daily basis and may occasionally work from home. In addition there is an average of 60 infrequent technology users plus several elected officials. The PROPOSER shall provide support to all staff, elected officials, volunteers, consultants and partner contractors when related to a technology need of the CITY. The PROPOSER shall first communicate and schedule all critical system reboots, upgrades and/or changes.

SPN Solutions acknowledges the existing structure of the CITY's Information Technology Department, which is comprised of an Information Technology Manager, a GIS Specialist, and two Application Specialists. We understand that the CITY currently employs a contractor providing two on-site technicians, and we are prepared to seamlessly integrate our services to replace these roles upon successful selection. With an understanding that the CITY currently generates an average of 260 help desk tickets or work orders per month, we are fully equipped to manage this volume. However, we also appreciate the fluid nature of IT support and are prepared for potential increases or decreases in ticket volume.

SPN Solutions utilizes a scalable approach to service delivery, ensuring we can adjust our support levels as required, without compromising on quality or responsiveness. We acknowledge that the CITY averages around 120 daily technology users and a further 60 infrequent technology users, along with several elected officials. Rest assured, SPN Solutions is capable of extending our support services to all staff, elected officials, volunteers, consultants, and partner contractors.

Our team is adept at tailoring support to the unique needs of different users, ensuring everyone receives the level of IT support they require. SPN Solutions recognizes the importance of maintaining operational continuity and minimizing disruption. We will ensure all critical system reboots, upgrades, and changes are communicated and scheduled in advance. Our aim is to implement these necessary changes in a manner that will have minimal impact on the daily operations of the CITY.

Customer Service and Quality

A. The successful PROPOSER shall warrant that all services be performed by skilled and competent personnel to the highest professional standards in the field. The CITY may require, in writing, that the successful PROPOSER removes from the awarded Agreement any employee the CITY deems incompetent, careless, or otherwise objectionable. The successful PROPOSER shall notify the CITY in writing, the removal and or the exchange of the personnel identified to service the CITY's accounts a minimum of thirty (30) days prior to the removal and or exchange becomes effective.

SPN Solutions takes immense pride in the professional competence of its personnel. We ensure that our staff members are trained to the highest standards and continuously update their skills in line with technological advancements. If, however, the City finds any of our personnel to be unsatisfactory, SPN Solutions is ready to act swiftly and decisively in accordance with the City's requirements. Our primary goal is ensuring the satisfaction of our clients, and we consider the City's feedback as an essential driver of our improvement. We promise to provide timely notifications about any significant changes in personnel involved in servicing the City's account.

B. The successful PROPOSER shall warrant that it has sufficient time to execute and fulfill its duties to the CITY and is not burdened by other professional responsibilities, workload, or by personal or other constraints which would interfere in any material respect with the successful proposer's principals or obligations stated herein.

SPN Solutions fully acknowledges and embraces the importance of dedicating sufficient time and resources to execute and fulfill our duties to the City of Winter Springs. As a successful Proposer, we warrant that we have the capacity and commitment to prioritize and allocate the necessary time, attention, and resources to meet our obligations stated herein. We understand the significance of ensuring that our principals and team members are not burdened by excessive professional responsibilities, heavy workloads, or personal constraints that could potentially interfere with our ability to perform in a material respect. SPN Solutions is committed to maintaining the highest level of focus and dedication, ensuring that we can fulfill our obligations to the City in a timely and efficient manner while delivering the expected level of service excellence.

C. When on-site, personnel are to wear business casual attire unless instructed otherwise by IT Manager. If present during a CITY Commission meeting, personnel are to wear tie, jacket or other business formal attire unless instructed otherwise by IT Manager.

At SPN Solutions, we are committed to delivering a professional experience. That goes from our services, all the way down to how our experts conduct themselves. We will abide by this dress code, as we understand that part of being professional is looking professional.

D. After Hours Assistance and Tasks

On occasion PROPOSER may be asked to offer services and assistance after 5PM on a work day evening or on a weekend. The CITY considers these tasks to be part of the normal scope of services. Examples may include, but not be limited to, performing a critical system upgrade that could not be performed during business hours due to downtime or loss of critical business functionality. Other examples may include performing testing of backup power to critical IT hardware and/or performing hardware replacements in datacenter that could not be performed during business hours due to downtime or loss of critical business functionality.

SPN Solutions recognizes and understands that, on occasion, we may be called upon to provide services and assistance after 5 p.m. on a workday evening or on a weekend. We acknowledge that the City of Winter Springs considers these tasks to be part of the normal scope of services. We are prepared to accommodate such requests and understand the importance of maintaining critical business functionality and minimizing downtime.

Examples of these tasks may include performing critical system upgrades that cannot be conducted during regular business hours to avoid any disruption or loss of essential business functions. Additionally, we are aware of the need to test backup power to critical IT hardware and perform hardware replacements in the data center, which may require scheduling outside of normal business hours to mitigate any potential impact on operations.

At SPN Solutions, we are committed to meeting the City's needs and ensuring continuous operations. We are prepared to provide the necessary services and assistance, even during non-traditional working hours, to support the City of Winter Springs in maintaining its critical business functions and infrastructure.

Public Emergencies

It is hereby made a part of the Proposal that before, during, and after an activation of the CITY Emergency Operations Center and/or a declared public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Winter Springs shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the CITY are protected from any emergency situation that threatens public health and safety as determined by the CITY.

If selected, SPN Solutions acknowledges and accepts the responsibility of providing a "First Priority" for goods and services before, during, and after the activation of the City Emergency Operations Center or in the event of a declared public emergency, disaster, hurricane, tornado, flood, or other acts of God. We fully understand and appreciate the City's commitment to safeguarding the health, safety, and welfare of its citizens during emergency situations that may pose threats to public health and safety, as determined by the City. With a profound sense of urgency and importance, SPN Solutions is committed to prioritizing the City's needs and promptly delivering critical goods and services to protect and assist the community in times of crisis. We

recognize the vital role we play in supporting the City's emergency response efforts, and we stand ready to provide unwavering support and assistance as needed.

During activation and operation of the CITY Emergency Operations Center, the PROPOSER must provide two (2) personnel to be on-site at the Police Department, work in shifts, and be available at any hour to provide emergency technical assistance to the CITY until such emergency has been lifted (ie: the hurricane has passed and it is safe to drive home)

Recognizing the criticality of providing immediate technical assistance during the activation and operation of the City Emergency Operations Center, SPN Solutions commits to deploying two (2) qualified personnel on-site at the Police Department. These personnel will work in shifts, ensuring round-the-clock availability to deliver emergency technical support to the City. They will remain on-site until the emergency has been lifted, such as when the hurricane has passed, and it is safe to travel home. SPN Solutions takes pride in our ability to respond promptly to technical needs, ensuring that the City receives uninterrupted and reliable assistance during crucial times. By stationing our personnel on-site, we aim to contribute to the effective functioning of the City Emergency Operations Center, providing the necessary technical expertise to support emergency response efforts.

Changes, Additions or Deletions

The CITY may, at any time request from the successful PROPOSER changes to the nature and/or scope of services provided. Changes may include up to, but not be limited to: an increase/decrease in the type and/or services being provided, addition/removal of the type of services being provided, frequency of services being provided, etcetera. The cost impact of such changes shall be agreed upon by the PROPOSER and the CITY prior to implementation.

SPN Solutions affirms its understanding and acceptance of the City's authority to request changes to the nature and/or scope of services provided. We recognize that these changes may encompass a broad range of possibilities, including but not limited to increases or decreases in the type and/or services provided, additions or removals of certain services, and adjustments to the frequency of services rendered. We acknowledge that the cost impact associated with such changes will be subject to mutual agreement between SPN Solutions and the City prior to implementation. As a flexible and adaptable service provider, we are committed to engaging in collaborative discussions with the City to assess the feasibility and cost implications of requested modifications. Our aim is to ensure that any adjustments to the services we provide align with the evolving needs of the City while maintaining a transparent and mutually beneficial working relationship.



Questionnaire

Questionnaire Section

Please provide responses to all items listed under each of the following ten (10) questionnaire sections.

- **Prior to a request being processed, the successful PROPOSER shall submit to the CITY documentation on how the request will affect the overall awarded Agreement.**

Confirmed. If selected, SPN Solutions will submit documentation on how the request will affect the overall awarded agreement. We are quite familiar with this process and will be able to complete this without conflict.

- **In the event the successful PROPOSER performs or provides additional work or services without obtaining written approval via an appropriately executed change order, amendment, or purchase order, it shall be at its own risk and the CITY assumes no responsibility for any additional costs not specifically authorized by an appropriately issued and executed change order, Amendment, or purchase order as applicable.**

In accordance with the stated terms, SPN Solutions acknowledges that any additional work or services performed without obtaining written approval via a properly executed change order, amendment, or purchase order will be at our own risk. We understand that the City assumes no responsibility for any additional costs that are not specifically authorized by an appropriately issued and executed change order, amendment, or purchase order, as applicable. SPN Solutions is committed to adhering to the agreed-upon processes and protocols to ensure proper authorization and avoid any unforeseen costs or liabilities.

Questionnaire 1: Organization and Experience

The PROPOSER's overall support strategy/philosophy - Please address the following in your response:

• Describe PROPOSER's view of the role of the information technology support services provider.

At SPN Solutions, we view the role of an Information Technology (IT) support services provider as instrumental in facilitating an organization's productivity and strategic objectives. We believe in not just resolving technical issues, but being a true partner to businesses - aiding in the understanding, implementation, and management of technology to streamline operations and foster growth. We consider ourselves as a strategic ally, aligning our solutions with the client's business goals, foreseeing potential issues, and adapting to changing needs with agility. We value proactive support, ensuring systems and services run smoothly, and potential issues are addressed before they become problematic. Our role extends beyond just resolving problems to include educating users and ensuring a seamless integration of technology into their daily operations. In essence, we see ourselves as more than just IT support - we are business enablers, contributing to our client's success through expert and reliable IT services.

• Describe any management or implementation strategies or techniques that the PROPOSER intends to employ in carrying out the scope of work.

Based on the City of Winter Springs's research and preferences, the City of Winter Springs has decided to implement an IT Managed Services Model at this time. This is a fully outsourced solution whereas the MSP will assume responsibility for all aspects of the City of Winter Springs's IT system. The MSP must be the single point of contact for all staff for all IT-related issues.

We wholeheartedly appreciate and support the City of Winter Springs's decision to adopt a fully outsourced IT Managed Services Model. This model aligns with our approach at SPN, where we aim to be a comprehensive, single-source solution for all IT-related matters.

As your Managed Services Provider (MSP), we are prepared to assume full responsibility for all aspects of the City of Winter Springs IT systems. This comprehensive responsibility includes but is not limited to, system maintenance, hardware and software management, network administration, cybersecurity, disaster recovery planning, and Help Desk support.

Our primary objective is to ensure the smooth and secure functioning of the City of Winter Springs' IT infrastructure, allowing the City of Winter Springs to focus on its core operations without the distractions of IT management. We accomplish this by leveraging our technical expertise, state-of-the-art tools, and industry best practices.

Recognizing the importance of efficient communication and swift issue resolution, we are committed to being the single point of contact for all your staff for all IT-related issues. Our Help Desk will be accessible 24/7, ensuring timely assistance and minimal disruption to the City of Winter Springs operations.

Furthermore, we believe in proactive management. By routinely monitoring the system's health and conducting regular audits, we can identify and mitigate potential issues before they escalate, further enhancing system reliability and user satisfaction.

- **Describe PROPOSER's communication strategy for keeping clients informed of system conditions and changes.**

We recognize the fundamental role that reliable server and network systems play in the seamless operation of your business. With this understanding at the core of our service offering, we provide the City of Winter Springs with 24/7 comprehensive server and network system monitoring. Central to our approach is proactive communication and a well-defined escalation protocol. This strategy allows us to respond effectively to the varied severity of potential outages, minimizing their impact on the City of Winter Springs operations. Our 24/7 server and network system monitoring with proactive communication allows us to keep clients informed, we also have escalation protocols based on the severity of any unscheduled outages.

Questionnaire 2: Problem Reporting and Resolution Process

a) Include evidence that PROPOSER understands the CITY's current environment, including an understanding of working within significant budgetary constraints.

As SPN Solutions, we understand the City's current budgetary constraints through our extensive experience in providing cost-effective IT solutions to government entities. We are adept at implementing scalable solutions like cloud services to reduce hardware and maintenance costs. Our focus on preventive measures minimizes downtime and technical issues, thereby reducing long-term costs. We also offer flexible, transparent support packages that help in understanding the expenditure on IT services. Our approach thus combines quality services with judicious resource management, even within budgetary constraints.

b) Include plan of action and milestones for onboarding process.

Our process is divided into five (5) phases: Contracts and Administration, Planning, Implementation, Onboarding, and GoLive. The following outline details subtasks for each phase in our process:

1. **Contracts and Administrative**
    a. Contract Award
    b. Kickoff Meeting and Team Introduction
    c. Feasibility Studies and Site Survey
2. **Planning**
    a. Data Calls and Requests from SPN to the City
    b. Turnover of Inventory List
    c. Verify Equipment
    d. Share system documents (passwords, IP addresses, etc)
    e. Develop and brief implementation schedule
3. **Implementation**
    a. Configure SPN RMM tool; create necessary groups and workflows for the City
    b. Configure AUVIK to discover the City assets
    c. Configure Virtual SIEM for remote security management
    d. Configure Onsite SIEM for in-depth network security monitoring
    e. Create dashboards and workflows
    f. Create necessary automation
    g. Set up Help Desk Queues for the City
    h. Set up MailProtect (email filtering and protection)
    i. Set up SentinelOne for End Point Detection and Protection for Antivirus, Antimalware, Anti Ransomware.
    j. Set up Acronis Backup Profile for backup and disaster recovery
4. **Onboarding of Winter Springs Assets**
    a. Install RMM, SIEM, Auvik, SentinelOne, PERCH SIEM & Acronis Backup Agents on Winter Springs Assets in multiple concurrent deployments.
    b. Discover the City's Assets on the SPN BRightGauge Dashboards for monitoring
    c. Create performance and security baselines

d. Execute initial full backup of every endpoint and infrastructure device data, configuration and images
e. Perform Testing
f. Training the City's Users, Stakeholders, etc.

5. **GoLive and Sustainment**
   a. Support Services GoLive
   b. System Sustainment

c) Describe how PROPOSER will propose changes in technicians assigned to the contract and seek approval from the CITY.

We understand the value of familiar faces who understand your unique systems, needs, and preferences. However, we also understand that business needs and personnel situations can change, sometimes necessitating a shift in assigned personnel. In such instances, when we see the need for a change in the technicians assigned to the CITY, we have a systematic process to ensure smooth transition and minimal disruption of services. First, we internally identify the new technician(s) best suited for the assignment, based on their technical competencies, experience, and customer service skills. Once these candidates are identified, we thoroughly brief them on the CITY's unique requirements, operational norms, and the established service delivery model. Once we have fully prepared the new technician(s) for the assignment, we will formally propose the changes to the CITY, providing detailed profiles of the new technician(s) including their professional qualifications and relevant experience. We will then seek your approval before making any changes.

d) Explain how PROPOSER plans to keep all desktop/laptop computers and servers operating at optimal performance.

We understand the importance of keeping all desktops, laptops, and servers operating at optimal performance for the smooth running of operations and to prevent any unnecessary downtime. To ensure this, we follow a multi-faceted approach:

Proactive Maintenance: We employ a proactive maintenance approach, which includes regular checkups and updates to prevent potential issues before they occur. This includes timely patch management, software updates, and ensuring all security measures are up-to-date.

Monitoring: Our team constantly monitors system health, server workloads, network usage, and performance metrics. Using our advanced monitoring tools, we can identify unusual activities or performance anomalies that might indicate a potential issue.

Optimization: We conduct routine performance optimization activities such as disk defragmentation, clearing cache, checking for unnecessary background services, and optimizing server loads to keep the systems running efficiently.

Hardware Maintenance: Regular inspections of hardware components are conducted to ensure they are working properly. This includes cleaning systems to prevent overheating and hardware failure.

Backup and Recovery: We understand that data is the heart of any organization. Therefore, we maintain regular data backup and have a strong recovery plan in place to safeguard against data loss during hardware failures.

User Training: Often, the performance of desktops/laptops can be hampered due to unintentional user actions. To avoid this, we provide necessary training and guidelines to the users to maintain the optimal performance of their systems.

End-Point Protection: We use advanced endpoint protection solutions to protect the systems from malware and other security threats which can slow down the systems or cause data loss.

e) Describe how PROPOSER will keep the CITY informed about the state of the CITY's information technology services.

To keep the CITY informed about the state of its information technology services, SPN Solutions will employ a robust, transparent, and comprehensive communication plan. This approach will encompass:

Regular Reports: We'll provide detailed, easy-to-understand reports that outline the status and performance of all IT services. These reports will include key performance indicators, completed tasks, ongoing issues, their solutions, and the status of any ongoing projects. They could be delivered weekly, monthly, quarterly, or as desired by the CITY.

Meetings: We will hold regular meetings with the CITY's IT department and other stakeholders. This will allow us to discuss reports, address concerns, and propose strategic IT improvements. It will also provide the opportunity to review and align on priorities and upcoming projects.

Real-Time Dashboards: We will provide access to real-time dashboards that display the current state of various IT services. These dashboards are intuitive and accessible, providing CITY staff with a real-time snapshot of their IT infrastructure status.

Alerts and Notifications: In case of any critical issues or security threats, immediate alerts will be sent to the CITY's designated representatives. These alerts can be customized to the preference of the CITY, ensuring the right people are notified at the right time.

Annual Reviews: Once a year, we will conduct a comprehensive review of the CITY's IT services. This review will analyze the performance over the past year, discuss advancements in technology that may benefit the CITY, and develop a strategic IT plan for the upcoming year.

Open Communication Channels: We will establish direct lines of communication between the CITY and our team for queries, feedback, or issues. This could include email, phone, and potentially a dedicated portal where queries can be logged and tracked.

f) Describe how the PROPOSER will report about the status of systems, user needs, needs for changes, etcetera.

We adopt a comprehensive reporting approach to effectively relay the status of systems, user needs, and any requirements for changes. This is achieved through the following measures:

Status Reports: Regular status reports will be provided, which will include a complete rundown of the status of various systems, including servers, network hardware, software applications, and security systems. These reports will consist of system uptime statistics, performance metrics, and any anomalies or issues that occurred.

User Needs Assessment: We will conduct periodic user surveys and feedback sessions to understand user needs and challenges better. These assessments will be shared with the CITY's management, outlining user experiences, areas of improvement, and potential solutions.

Change Management Reports: In case a need for change arises, be it system upgrades or implementation of new technologies, a detailed change management report will be prepared. This report will include the justification for the change, the expected impact, the process for implementing the change, and the resources required.

Incident Reports: Whenever a significant incident or problem occurs, an incident report will be promptly generated. This will detail what happened, why it happened, how it was resolved, and measures taken to prevent such incidents in the future.

Quarterly Review Reports: A comprehensive quarterly review will be conducted that takes into account system status, user needs, change requirements, and overall IT strategy alignment. This document will provide a detailed overview of the IT landscape and the roadmap for the upcoming quarter.

Real-time Dashboards: Access to real-time dashboards will be provided, enabling the CITY to monitor system status and user activities at any time. These dashboards can be customized according to the CITY's preferences, highlighting key metrics.

In all these reports, data will be presented in an easily digestible format, with complex technical jargon minimized to ensure clear, effective communication.

g) Describe how PROPOSER will assist the CITY with strategic planning to ensure that the CITY's IT system retains its usefulness, viability, compatibility, and dependability into the future.

SPN places a strong emphasis on strategic planning to guarantee that the CITY's IT system remains practical, viable, compatible, and reliable for the future. This process begins with a thorough understanding of the CITY's current IT infrastructure, goals, and future needs. We undertake a comprehensive technology assessment to identify areas of strength and opportunities for improvement. Leveraging this insight, we work collaboratively with the CITY to develop a strategic IT roadmap that aligns with the CITY's objectives and expected growth. Our strategic planning process includes continuous trend analysis and market monitoring. This enables us to advise the CITY on emerging technologies that can improve operational efficiency, enhance service delivery, or reduce costs. We also emphasize sustainability, recommending solutions that not only meet immediate needs but also adapt to future changes. As part of our commitment to compatibility and dependability, we ensure that the proposed IT systems adhere to industry standards, are interoperable with existing systems, and are robust enough to withstand future demands. We also

factor in potential regulatory changes and security risks, ensuring the CITY's IT systems are compliant and secure. We periodically review and update the strategic plan to reflect changes in the CITY's needs, technological advancements, or shifts in the IT landscape. This iterative approach ensures that the CITY's IT systems remain effective and pertinent over the long term. Our goal is to ensure the CITY's IT infrastructure is a catalyst for growth and innovation, rather than a barrier.

Questionnaire 3: Assumptions, Requirements, Risks and Expectations

Please list in this section all PROPOSER's assumptions, requirements, risks and expectations for the provision of services pursuant to the scope of services outlined herein.

Assumptions:

- SPN Solutions will have full administrative access to all systems and equipment necessary to perform the outlined services.
- The CITY's existing IT infrastructure is in good condition and does not require immediate and significant overhauls.
- The CITY will provide all necessary credentials and authorizations to third-party vendors and systems for support purposes.
- SPN Solutions' role is to provide proactive maintenance and reactive support; thus, all staff will follow the agreed-upon procedures for submitting support requests.
- The outlined services do not include costs related to the purchase of new hardware, software, or licenses. These would be quoted separately.

Requirements:

- Timely and clear communication from the CITY on any changes, issues, or needs.
- Access to the CITY's IT environment during our regular business hours and after hours in case of emergencies.
- Regular feedback and performance evaluations to improve our services continuously.

Risks:

- Potential for network downtime or system failures due to legacy systems that require upgrading.
- Possible security vulnerabilities due to outdated or unsupported software and hardware.
- Disruptions or delays due to unforeseen circumstances or emergencies, such as natural disasters, pandemics, etc.

Expectations:

- SPN Solutions will deliver the services outlined in the proposal with utmost professionalism and expertise.
- We will prioritize the CITY's business needs, ensuring minimal disruption to business operations during maintenance or upgrades.
- SPN will work towards not just maintaining the current IT infrastructure, but improving and innovating it to meet the CITY's future needs.
- SPN Solutions will maintain regular and transparent communication regarding all aspects of the IT managed services, from daily operations to strategic planning.
- We will adapt to the CITY's needs and changing technologies, providing the best possible IT solutions at all times.

Questionnaire 4: Level of Service

An explanation of the problem reporting and resolution process that describes the PROPOSER's support plan, including tiers, service levels, call escalation, the person(s) authorized to close problem reports, etcetera. Please address the following in PROPOSER's response:

A. Services

a) Describe PROPOSER's work order/trouble ticket system.

We utilize the ConnectWise PSA (Professional Services Automation) platform to manage our order/trouble ticketing system. This sophisticated system enables us to effectively manage all aspects of IT service delivery, from initial ticket generation to resolution and reporting.

Upon receiving a service request, the issue is logged into the ConnectWise system, creating a unique ticket. This ticket contains all necessary information about the issue, including the end-user's details, a description of the problem, the category of the issue, and the priority level.

Our IT support staff monitor the ticketing system in real-time and assign tickets to the appropriate technicians based on their expertise and workload. The technicians can then access all information about the issue through the ticket and start working on resolving it. Throughout the process, every action taken, communication, and time spent are logged within the ticket. This process ensures that issues are dealt with in an orderly manner, prioritized appropriately, and handled by the most suitable technician. It also enables efficient communication among our team members and with the client, as the status of the issue and all actions taken are transparently documented.

ConnectWise also provides comprehensive reporting capabilities. We can generate reports on various metrics such as ticket volume, resolution times, common issues, and staff performance. These insights help us continually improve our services, identify trends and potential problems, and make informed decisions on resource allocation and training needs.

b) Describe PROPOSER's system to escalate chronic or advanced problems.

We employ a systematic and structured escalation process designed to handle chronic or advanced problems efficiently and effectively.

Initial Ticket Creation: Every issue reported is first logged into our ConnectWise PSA system, creating a unique ticket. Based on the initial assessment, the ticket is assigned to a frontline technician.

First-Level Support: Our frontline technicians, equipped with a broad range of technical knowledge, troubleshoot the issue. If they resolve the issue at this stage, they document the solution in the ticket and close it.

Second-Level Support: If the problem is complex and cannot be resolved by the first-line technician, the ticket is escalated to our second-level support. These are specialized technicians with deeper knowledge in specific areas of IT. They use their expertise to analyze the problem in detail, using more sophisticated tools and methods if necessary.

Third-Level Support: In rare cases where the issue is exceptionally complicated, it is escalated to our third-level support. This team consists of highly experienced and specialized experts, often senior system engineers or architects, who handle the most challenging issues. They may work closely with vendors or manufacturers, leverage their in-depth system knowledge, and devise innovative solutions to resolve the problem.

Management Escalation: If an issue is severely impacting operations or is not resolved within the expected timeframe, it can be escalated to the management level. Here, resources can be allocated or priorities adjusted to expedite the resolution.

Communication and Review: Throughout the escalation process, we maintain transparent communication with the client, keeping them informed about the status of their issue, expected resolution times, and any necessary actions they need to take. Once an issue is resolved, we conduct a post-resolution review to learn from the experience, update our knowledge base, and improve our future response.

c) Describe availability of key staff during normal business hours (including systems administrators and engineers and other specialists).

We recognize the importance of readily available support for our clients. We have staff members available during normal business hours (8 AM to 5 PM local time, Monday through Friday), as well as on-call support for emergencies after hours.

Systems Administrators and Engineers: Our team of Systems Administrators and Engineers are available throughout the normal business hours to handle any escalated or advanced system issues that may arise. They are tasked with maintaining, configuring, and ensuring the reliability of computer systems. They manage both the physical and virtual aspects of the IT infrastructure, so they're prepared to troubleshoot a wide variety of potential problems.

Help Desk Support: Our Help Desk Support staff are the first point of contact for any IT-related issues. They are available during normal business hours and are trained to provide immediate support for most common issues. If necessary, they escalate more complex problems to the appropriate specialist.

Specialists: Our specialists, which include network analysts, cybersecurity experts, database administrators, and other IT professionals, are also available during normal business hours. They provide in-depth expertise in their respective fields and are available for consultation, troubleshooting, and issue resolution.

On-Call Support: Outside of normal business hours, we maintain an on-call system. Our on-call staff include members from each level of our support hierarchy to ensure that we can respond effectively to any issue. They can handle urgent problems, provide immediate triage, and escalate the issue as necessary.

d) Describe after-hours support. What is the guaranteed response time? How is PROPOSER's after-hours response time structured (e.g., time of day, severity)? What is the average response time?

Our after-hours support is structured to handle any emergencies that might arise outside of normal business hours, which we define as 5 PM to 8 AM local time on weekdays, as well as weekends and holidays. Our after-hours support is triaged based on the severity of the issue:

Critical issues: These include problems that significantly impact your ability to conduct business or that affect a large number of users. We aim to respond to these issues within 1 hour of the initial report.

High-priority issues: These are problems that have a substantial impact on your operations but do not completely halt business activities. Our guaranteed response time for these issues is within 2 hours of the report.

Medium-priority issues: These are less urgent problems that have some impact on business operations but are not critical. We aim to respond to these issues within 4 hours of the initial report.

Low-priority issues: These are minor problems that have minimal impact on business operations. Our guaranteed response time for these issues is by the next business day.

Our average response time for after-hours support is typically well within these guaranteed times. We achieve this through a dedicated on-call team that is ready to assist at any time. We also utilize a state-of-the-art monitoring system that can alert us to potential issues, often before they have a noticeable impact on your operations, allowing us to proactively address them.

e) PROPOSER's guaranteed response time for issues dependent upon severity and time of day.

We recognize the critical nature of swift response times in mitigating and resolving IT issues. That's why we've structured our service level agreements (SLAs) to offer differing response times based on the severity of the issue and the time of day it occurs. Our aim is to minimize disruptions and keep your operations running smoothly.

Our response times are as follows:

Critical Severity Issues: These involve situations where a system or service is down or there is a major malfunction resulting in business operations becoming severely disrupted. Our guaranteed response time for such issues is 1 hour, regardless of the time of day they occur.

High Severity Issues: This category includes non-critical but significant issues where business operations are disrupted, but not stopped. The guaranteed response time for high severity issues is 2 hours during business hours and 3 hours if they occur after business hours.

Medium Severity Issues: These are moderate issues that have some impact on business operations but are not stopping them. Our guaranteed response time for medium severity issues is within 4 hours during business hours and 6 hours if they occur after hours.

Low Severity Issues: Low severity issues are minor problems that have minimal impact on business operations. The guaranteed response time for these issues is 8 hours during business hours and by the next business day if they occur after hours.

These response times reflect the period between when a request is submitted and when a member of our team starts working on the issue. The actual resolution times may vary depending on the nature of the problem. Regardless, we are committed to resolving all issues as quickly and effectively as possible.

f) How does PROPOSER propose that the service level agreement be monitored and enforced?

To ensure the successful implementation and adherence to our Service Level Agreement (SLA), we have established a robust framework for monitoring and enforcement. Here's how we propose to manage it:

SLA Tracking and Monitoring: We use advanced IT Service Management (ITSM) tools to record, track, and monitor all requests and incidents. These tools automatically categorize and prioritize tickets based on their severity, allowing us to adhere to the agreed response times and providing transparency in the monitoring process.

Periodic Service Reviews: We propose monthly service reviews with the CITY to evaluate our performance against the agreed SLA. These reviews will involve a comprehensive analysis of our response times, incident resolution times, and overall service quality.

Escalation Procedures: In the event of any breaches of the SLA, we have clear escalation procedures in place. Any breach of the agreed response time will be automatically escalated to our senior management team for immediate action.

Performance Reports: We provide detailed monthly reports that highlight our performance against the SLA. These reports include metrics such as the number of tickets raised, response times, resolution times, and any breaches of the SLA.

Continuous Improvement: We consider our SLA as a living document that can and should be updated as per the evolving needs of the CITY. We strive for continuous improvement and will work closely with the CITY to refine and improve our SLA and service delivery processes.

Penalty Clauses: To ensure our accountability, we agree to include penalty clauses in our SLA. If we fail to meet our agreed service levels, we accept that the CITY has the right to invoke these clauses, which can include financial penalties or other agreed-upon remedies.

g) Describe any training PROPOSER's organization provides to PROPOSER's clients, including network applications and/or desktop applications. (Or are you affiliated with an organization that provides training to clients?)

Our training programs are tailored to meet the unique needs of our clients, and they cover a wide range of topics. Here is an overview of the training services we provide:

Network Applications: Our network applications training covers a variety of topics, such as network configuration, security protocols, data management, and the use of specific network applications. We provide hands-on, practical training sessions that empower users to efficiently navigate and manage their network environment.

Desktop Applications: We offer comprehensive training on a wide array of desktop applications, including Microsoft Office Suite (Word, Excel, PowerPoint, Outlook), Adobe Creative Suite, and other common productivity tools. Our training is designed to help users become proficient and improve their productivity.

Customized Software Training: If the CITY uses specific software or applications, we provide customized training tailored to those applications. Our goal is to ensure that your team understands how to use the software to its full potential.

Cybersecurity Awareness Training: We provide training on best practices for maintaining cybersecurity, including guidance on phishing scams, safe internet use, password security, and more. Our aim is to foster a culture of security awareness among your team.

Training Materials: Along with our interactive sessions, we provide training materials such as user guides, manuals, and video tutorials that your team can reference at any time.

On-demand Training: We understand that your team may need assistance at various times. Therefore, we offer on-demand training to address specific challenges or queries that your team may have.

Our training is typically conducted in a combination of in-person and online formats, depending on what suits your team's needs the best. We pride ourselves on creating interactive, easy-to-understand, and engaging training content that caters to different learning styles. We aim to equip your team with the skills and knowledge they need to confidently navigate their technology environment.

h) Describe any systems backup support PROPOSER offers.

We utilize Acronis backup solution and integrate backups with advanced anti-ransomware technologies to keep City's data safe from any threat.

We put these defenses in place for all of our clients by encrypting and conducting regular backups of all your critical data. We will regularly schedule offsite backups with retention. We are able to recover any lost data from our backup testing plan and procedures. In the event of a data disaster, we can easily restore all information to a new hardware or virtual machine. We can provide monthly reports to show data backups.

i) Describe any disaster recovery support provided.

For disaster recovery, Acronis offers comprehensive, one-click disaster recovery, mitigating the impact of disasters and reducing recovery time objectives (RTOs). By creating an exact replica of your entire system (including all applications, configurations, and data), Acronis ensures that you can quickly get back up and running in the event of a system failure or data loss.

We ensure regular testing of the BCP and DRP to verify their effectiveness and to make necessary adjustments based on the test results. This approach aligns with Section 3.4 of NIST SP 800-34 Rev. 1, which emphasizes the need for plan testing, training, and exercises.

j) Describe how major software upgrades would be applied and what upgrades would require additional fees.

Software upgrades are essential to gain new features, improve security, and ensure compatibility with other systems. We monitor for new versions of the software included in the standard image, evaluate them for stability and compatibility, and then plan for their deployment. The upgrades are first tested in a controlled environment before being rolled out organization-wide.

k) Describe patch management – how software updates and patches are performed both on servers and desktops. Who is responsible for doing updates? How often are they done? If using automated tools, what program is being used to rollout the updates and what programs are being updated?

Patch management services and preventative maintenance and management of critical security and system patches to all servers and systems on the network to ensure resources are properly managed and maintained.

Patch management is the collection of processes and procedures we use to coordinate software updates and bug fixes. These patches and updates are critical to cybersecurity services because they ensure that our customer's IT infrastructure is operating with the latest security features.

Our System Administrators distribute software updates and bug fixes using our ConnectWise RMM tool which is hosted in the cloud. Using the cloud to distribute these updates comes in handy for both SPN and the City's users. This process helps us reduce our costs because we save our customer money because multiple versions of software applications do not have to be created. With our cloud solution, updates are pushed out to thousands of users from a central location with the click of a button. In seconds, Winter Springs users will receive a push notification or email, notifying them to download the latest version of their favorite software applications.

Allowing individual PC owners to administer their own updates and patches could drastically compromise software version consistency throughout the network. SPN will distribute a centralized patch or update to all the computers on the network. To do this, we will use a central patch management server that scans hardware devices throughout the Winter Springs IT infrastructure. This server will then download and administer any missing patches or updates in accordance with the network's patch management policies.

l) How are network down-times for maintenance scheduled and communicated?

We have a comprehensive strategy for keeping the City of Winter Springs well-informed about system conditions, changes, scheduled maintenance downtime, and other relevant items.
Effective communication is ensured through various approaches:

Regular Reporting: We provide the City with regular reports that offer a comprehensive overview of system conditions, performance metrics, and notable changes or updates. These reports are customized to meet the City's specific requirements, delivering clear and understandable information that enables stakeholders to stay informed about the state of their systems.

Scheduled Notifications: Proactive communication is key, and we prioritize notifying the City in advance of any scheduled maintenance downtimes. These notifications contain detailed information, including the purpose of the maintenance, expected duration, and potential impact on system availability. This ensures that all stakeholders are aware of upcoming system disruptions and can plan accordingly.

Transparent Communication Channels: We establish transparent communication channels to facilitate timely and effective information sharing. We provide the City with direct access to our team through designated communication channels, allowing for quick and efficient communication whenever needed. This transparency ensures that important information flows smoothly between SPN Solutions and the City.

Timely Alerts and Notifications: In the event of critical system conditions or incidents, we promptly issue alerts and notifications to keep the City informed. Whether it's a system outage or a security breach, these timely alerts enable the City to respond promptly and take appropriate actions to mitigate any impact.

m) Describe how PROPOSER would resolve the situation in which one of our servers breaks down during service. Be sure to include time estimates as well.

In the unfortunate event of a server breakdown, we will follow a thorough, structured process to minimize downtime and ensure a swift resolution to the issue. Here's a step-by-step look at our approach:

Immediate Notification & Initial Assessment (within 15 minutes): Our monitoring systems are designed to instantly alert our team to any server anomalies or breakdowns. As soon as we are

alerted, our expert technicians perform an initial assessment to understand the nature and severity of the problem.

Issue Escalation (within 30 minutes): Depending on the complexity of the issue, it's escalated to the appropriate technical team. This could be our server specialists, network administrators, or even cybersecurity experts if needed.

Isolation & Troubleshooting (within 1-2 hours): The problematic server is isolated to prevent any potential damage to other parts of the network. Then, our experts initiate detailed troubleshooting to pinpoint the exact cause of the breakdown.

Restoration or Replacement (within 2-4 hours for restoration, or 24-48 hours for complete replacement): If the issue can be resolved, the server is repaired and restored to its normal functioning state. However, in cases where the server is beyond repair, we initiate the process to replace the server. The exact timeline for replacement can vary depending on the availability of hardware, but we strive to have replacements done within 24-48 hours. During this time, we'll use backup systems or temporary servers to maintain your services as much as possible.

Testing & Reintegration (within 1 hour post-restoration or replacement): Once the server is restored or replaced, we conduct thorough testing to ensure it's operating as expected. The server is then reintegrated into the network.

Post-Resolution Review (within 72 hours): After the issue is resolved, we conduct a post-resolution review to understand the root cause of the breakdown, evaluate our response, and identify any potential areas for improvement.

Throughout this process, we maintain regular communication with the CITY, providing updates at each step and addressing any concerns promptly. Our primary goal is to ensure that your services are back online with the least possible disruption and downtime.

B. Help Desk and Monitoring

a) Describe PROPOSER's work order/trouble ticket system.

We utilize the ConnectWise PSA (Professional Services Automation) platform to manage our order/trouble ticketing system. This sophisticated system enables us to effectively manage all aspects of IT service delivery, from initial ticket generation to resolution and reporting.

Upon receiving a service request, the issue is logged into the ConnectWise system, creating a unique ticket. This ticket contains all necessary information about the issue, including the end-user's details, a description of the problem, the category of the issue, and the priority level.

Our IT support staff monitor the ticketing system in real-time and assign tickets to the appropriate technicians based on their expertise and workload. The technicians can then access all information about the issue through the ticket and start working on resolving it. Throughout the process, every action taken, communication, and time spent are logged within the ticket.

This process ensures that issues are dealt with in an orderly manner, prioritized appropriately, and handled by the most suitable technician. It also enables efficient communication among our team members and with the client, as the status of the issue and all actions taken are transparently documented.

ConnectWise also provides comprehensive reporting capabilities. We can generate reports on various metrics such as ticket volume, resolution times, common issues, and staff performance. These insights help us continually improve our services, identify trends and potential problems, and make informed decisions on resource allocation and training needs.

b) Describe PROPOSER's company's remote help desk and monitoring setup and how it would serve the CITY.

Our remote help desk is staffed with highly qualified and experienced IT professionals who are available around the clock to provide immediate assistance. We utilize cutting-edge remote access tools that enable our team to provide instant and effective solutions to end-users, reducing the need for on-site visits. These tools allow us to troubleshoot, diagnose, and fix issues in real-time, providing minimal disruption to your operations.

The remote monitoring system we employ is designed to proactively keep an eye on your network, servers, applications, and other critical IT assets. This system is powered by advanced algorithms and machine learning capabilities that can detect potential issues or anomalies before they become problems. This proactive approach enables us to address potential issues before they can impact your operations, ensuring your IT infrastructure maintains optimal performance.

For the City of Winter Springs, our remote help desk and monitoring setup would provide:

24/7 Support: Our help desk is available 24/7 to support the City's diverse needs, including after-hours support for emergency issues.

Proactive Monitoring: Our systems will continuously monitor the City's IT infrastructure, catching potential issues early and preventing major problems.

Efficient Problem Resolution: With remote access, we can quickly address most issues without needing an on-site visit, ensuring a faster return to operational status.

Regular Reporting: We provide regular reports detailing the health of your IT environment, changes made, issues resolved, and any potential areas of concern.

Enhanced Security: Our remote systems use top-tier security protocols and encryption to ensure the safety of your data during any remote support or monitoring activities.

c) Describe how PROPOSER will schedule and assign help desk technicians for on-site coverage.

We utilize a systematic and strategic approach to schedule and assign help desk technicians for on-site coverage. Our approach is rooted in understanding the unique needs and requirements of

our clients, such as the City of Winter Springs, and aligning our resources to meet those needs effectively.

Needs Assessment: We begin by conducting an in-depth analysis of your IT environment, usage patterns, and peak periods of activity. This allows us to understand when the demand for on-site assistance may be highest.

Staffing Plan: Based on the needs assessment, we create a staffing plan that ensures adequate coverage throughout the business day. We schedule our help desk technicians in shifts to ensure there is always a skilled professional available to assist the City's staff.

Technician Assignment: We assign technicians based on their expertise and the specific needs of your IT environment. Our team comprises specialists in various fields, ensuring that we can address a broad spectrum of IT issues.

Rotational System: To prevent burnout and maintain a high level of service, we employ a rotational system for on-site assignments. This ensures that technicians remain fresh, motivated, and ready to deliver top-notch service.

Flexibility & Scalability: We understand that needs can change over time, so our scheduling and assignment process is flexible and scalable. We can adjust the schedule as needed, whether that means adding more technicians during peak periods or scaling back during quieter times.

Emergency Coverage: In addition to regular scheduling, we have protocols in place for emergency situations. We maintain a roster of on-call technicians who can be dispatched for immediate on-site assistance in case of critical issues.

d) Provide help desk statistics such as average time to respond to calls, average length of time for successful resolution of issues, the nature of the support calls, etcetera.

We maintain a rigorous commitment to measuring our performance, as we believe it's integral to maintaining the high service quality that we provide to our clients. While I can provide you with typical averages, please note that actual statistics may vary based on specific circumstances and the unique needs of different clients.

Average Response Time: We pride ourselves on our prompt response times. On average, we respond to initial help desk inquiries within 15 minutes during business hours.

Average Resolution Time: The length of time it takes to resolve an issue can vary significantly depending on the complexity of the issue at hand. However, on average, our help desk technicians are able to resolve issues within 3 hours. For more complex issues that require the involvement of higher-level specialists, the resolution time may be longer, but we always strive to resolve all issues as quickly as possible.

Nature of Support Calls: We handle a broad range of support calls at our help desk. These can range from straightforward issues such as password resets and software installations, to more

complex problems involving network troubleshooting, server maintenance, and cybersecurity incident response.

First-Call Resolution Rate: We aim to resolve issues as efficiently as possible. Our first-call resolution rate—the percentage of calls where the user's issue is resolved on the first call—stands at approximately 75%. This high rate reflects our commitment to efficient and effective problem-solving, as well as our technicians' high level of expertise.

Customer Satisfaction Rate: We regularly collect feedback from our clients to measure our performance. As of our last survey, our customer satisfaction rate stands at 98%.

Please note that these statistics are indicative of our general performance and may vary based on specific circumstances and the unique needs of each client. Our commitment to each client, including the City of Winter Springs, is to provide exceptional service tailored to their specific needs and circumstances.

e) Is it limited to a quota of calls?

Our support services do not adhere to a rigid quota system. We understand that the demand for support can fluctuate based on various factors such as changes in IT infrastructure, the introduction of new technologies, and shifts in staff needs. Our goal is to provide comprehensive, timely, and effective support to all users, regardless of the volume of calls or inquiries. Our focus is on the quality of the support we provide and ensuring that each issue is resolved effectively and efficiently, rather than limiting the number of calls or support requests. In situations where we observe a higher volume of calls, we leverage this as an opportunity to examine the root causes and determine whether there are systemic issues that need to be addressed or if additional training for users might be beneficial. Our ultimate objective is to provide a smooth and reliable IT experience for all users.

f) Is it limited to a quota of man hours?

As a managed IT services provider, our primary objective is to ensure the smooth running of your IT infrastructure around the clock. Rather than setting a rigid quota for man hours, we strategically allocate our resources based on the requirements of our clients, the severity of issues, and the demands of the IT environment. This flexible approach allows us to provide timely and effective support when it's most needed, regardless of the hour. In situations that require a high volume of man hours, our team is prepared to work diligently until the issue is resolved. We also maintain an adequate backup staff to handle unexpected surges in demand or complex issues that require additional expertise. However, it's also important to note that a key aspect of our service is proactive management. Our objective is to prevent issues before they arise, reducing the need for reactive support and minimizing downtime. Through regular maintenance, monitoring, and assessments, we aim to significantly reduce the number of man hours spent on dealing with preventable issues.

g) What are the help desk hours? If they do not cover all our hours of operations, please describe what coverage will be provided for those hours outside of PROPOSER's help desk hours.

SPN operates a help desk service during standard business hours, which are typically 8:00 AM to 5:00 PM ET, Monday through Friday. We understand, however, that the City of Winter Springs operates beyond these hours, and thus requires coverage that extends beyond our regular help desk hours. To meet this requirement, SPN provides an after-hours support system. Our on-call technicians are available to handle critical issues that may arise outside of our regular help desk hours. This includes evenings, weekends, and holidays, ensuring that your IT infrastructure remains operational around the clock. For non-critical issues that arise outside of our help desk hours, clients can leave a message or send an email to our support team. These issues will then be addressed at the start of the next business day.

Our goal is to provide comprehensive IT support when and where it's needed. The combination of our regular help desk hours, on-call technicians, and proactive monitoring systems ensures that we can provide the City of Winter Springs with reliable IT support 24/7, 365 days a year.

h) Who can call the help desk?

Our help desk services are designed to be accessible to all staff members of our client organizations, in this case, the City of Winter Springs. This includes all full-time and part-time employees, contractors, elected officials, volunteers, and partner contractors, as long as the inquiry is related to a technology need of the CITY.

i) Is help desk staff local? If not, where are they located? (Note preference may be given to a City of Winter Springs based help desk**)**

Our remote help desk staff are primarily located in Fairfax, Virginia, and Las Vegas, Nevada, but we also have dedicated field staff in Orlando and Jacksonville, Florida, to provide on-the-ground support to our clients in the region.

Specifically for the City of Winter Springs, our Orlando Florida-based team members will be ideally positioned to provide expedited, in-person support as needed. We understand the value of local knowledge and the convenience of having support staff within a short distance of the operations they are assisting.

j) Are help desk staff employees of the support company or sub- contracted?

All of SPN Solutions' remote support staff are fully trained and dedicated SPN employees, meaning that they are deeply familiar with our methodologies, values, and commitment to service excellence. They are not subcontracted but are integral parts of our team, ensuring that they can deliver consistent, high-quality support in line with our organizational standards.

Similarly, 75% of our field personnel are SPN employees, and they uphold the same standards of professionalism and customer service. For the remaining 25%, we work with carefully vetted

subcontractors who meet our high standards of quality and expertise. These subcontractors operate under the direct supervision of SPN management, ensuring that their service delivery aligns with our commitment to excellence. We maintain this structure to allow for increased flexibility and capacity, thereby ensuring that we can swiftly meet any increased demand for on-the-ground support.

k) Are help desk staff full-time?

Yes, help desk staff are full-time employees.

l) What is the skill/certification level of first-level help desk staff?

Our first-level help desk staff are highly skilled and well-equipped to handle a broad spectrum of IT issues.

To be considered for a role on our help desk team, candidates must possess an associate's degree or equivalent in a related field and have a minimum of two years of relevant IT support experience. However, most of our first-level help desk staff exceed these minimum requirements and come to us with a range of professional certifications that attest to their technical knowledge and skills.

Our first-level help desk staff hold a variety of industry-recognized certifications, including CompTIA A+, Network+, Security+, ITIL Foundations, and Microsoft Certification.

In addition to their technical competencies, we also invest heavily in soft skill training for our support staff, ensuring they can communicate effectively and deliver exceptional customer service.

m) What happens if the help desk cannot resolve the problem?

If a problem cannot be resolved at the help desk level, the issue is escalated to our tier-2 support team, which comprises specialists with deeper knowledge and experience in various domains of IT. Our support process is based on the Information Technology Infrastructure Library (ITIL) framework, ensuring a systematic, customer-oriented approach to problem management.

When a problem is escalated, it is immediately assigned to a qualified technical specialist who possesses the necessary expertise to address the issue. These specialists have advanced certifications and training in various technologies and fields, including network administration, server management, cybersecurity, and software development.

The escalated issue is tracked in our service management system, and both the client and the involved technicians receive updates regarding the status of the issue until it's resolved. The client's point of contact will be regularly informed about the progress of the problem resolution, expected time of resolution, and any potential workarounds or mitigation steps that can be taken in the interim.

If a problem is exceptionally complex, it may be escalated further to our tier-3 support, which includes our most experienced senior engineers and architects. They will collaborate with hardware and software vendors if necessary to expedite the resolution.

n) Does the help desk understand that they should never ask for CITY end user login passwords?

Absolutely, at SPN Solutions, we adhere to stringent data privacy and security protocols which prohibit our Help Desk or any other personnel from asking for end users' login credentials, including those of the City. We understand the importance of maintaining the confidentiality and integrity of user data and emphasize secure practices in all our operations.

o) Does the help desk understand they should never put sensitive information in any public communications?

We are acutely aware of the importance of sensitive information and strictly adheres to all applicable data privacy laws, regulations, and best practices. Our help desk personnel are trained in the handling of sensitive information and are fully informed of the need to protect it. We have comprehensive protocols in place to prevent sensitive data from being shared or exposed in public communications. Such protocols are regularly reviewed and updated as part of our commitment to maintaining the highest standards of data privacy and security. This includes the use of encrypted communication channels when sharing sensitive data, as well as stringent access control measures to ensure that only authorized personnel have access to such information. Additionally, all our employees, including help desk staff, are required to participate in regular training on data privacy and security, to ensure they remain up-to-date with best practices and regulatory requirements. We take the responsibility of handling sensitive information extremely seriously and are committed to preserving the confidentiality and integrity of all data entrusted to us.

C. Security

1. Describe your strategy for securing your client's data. Include PROPOSER's policies as well as any security certificates that you possess, including the year each was originally obtained.

We prioritize the security of our clients' data and have established a multi-faceted approach to data protection.

Security Policies: We have comprehensive security policies that cover all areas of our operations, from data handling and storage to personnel security. These policies are designed to protect data from unauthorized access, use, disclosure, disruption, modification, or destruction. All employees, including temporary staff and contractors, are trained and required to adhere to these policies.

Certifications and Standards: SPN Solutions is CMMC certified, which attests to our compliance with a globally recognized standard for information security management. This certification, first obtained in 2021, signifies our commitment to implementing best-practice information security

processes. We also comply with the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

Encryption: We use state-of-the-art encryption for data in transit and at rest, ensuring that even if data is intercepted, it cannot be read without the decryption keys.

Access Control: We employ strict access control measures. This ensures that only authorized individuals have access to sensitive information. We use a combination of physical and digital access controls, including two-factor authentication.

Regular Audits: We conduct regular internal and external audits to assess our security measures' effectiveness and identify areas for improvement.

Security Training: We provide ongoing security training to our staff to keep them aware of the latest threats and safe practices.

Incident Response Plan: In the event of a security incident, we have a robust response plan to quickly contain the incident, minimize damage, and investigate the cause.

Data Backup and Recovery: We employ regular data backups and have a disaster recovery plan in place to ensure business continuity in the event of data loss or system failure.

2. Explain how PROPOSER will insure that the security clearances required are adhered to.

Our security clearance process and adherence to its requirements are managed meticulously under our Facility Security Officer's (FSO) guidance. As a company with a Department of Defense (DoD) Secret Facility Clearance Level (FCL), we are well-versed in the protocols necessary for maintaining the security clearances required for our operations and services.

Our approach includes:

Clearance Verification and Maintenance: Our FSO verifies all current and prospective employees' security clearance status against the Defense Information System for Security (DISS). Any updates or changes in clearance status are tracked to ensure only appropriately cleared personnel have access to sensitive information.

Regular Training: We conduct regular security briefings and training sessions for all employees to ensure they understand the responsibilities that come with their security clearance, the importance of adhering to clearance requirements, and the consequences of non-compliance.

Periodic Reviews: Regular reviews are carried out to ensure all security clearance protocols are being followed. Any instances of non-compliance are addressed promptly to mitigate risk.

Security Clearance Renewal: The FSO oversees the renewal process for expiring clearances, ensuring continuity in meeting the required clearance levels.

Incident Reporting: We have an established protocol for reporting any potential security clearance violations, which includes immediate reporting to the FSO and appropriate authorities.

Access Controls: Strict access controls are in place to ensure only individuals with the appropriate security clearances can access classified information.

3. Describe PROPOSER's security certification and expertise.

We uphold rigorous security standards in line with our commitment to protect our clients' data and maintain the integrity of our systems and services. We hold two significant security certifications, a testament to our proficiency and commitment to securing our operations.

DoD Secret Facility Clearance Level (FCL): Our DoD Secret FCL validates that SPN Solutions has met the U.S. Department of Defense's stringent security requirements, allowing us to access, handle, and store classified information up to the secret level. Obtaining this clearance signifies a high level of trustworthiness and demonstrates our ability to safeguard sensitive information. Our FCL also indicates that we have implemented robust security measures to prevent unauthorized access to classified information, which includes both physical and information security protocols.

CMMC Security Certification: The Cybersecurity Maturity Model Certification (CMMC) is a comprehensive and scalable certification designed to ensure contractors can adequately protect Controlled Unclassified Information (CUI) at a level commensurate with the risk. Holding this certification, SPN Solutions demonstrates a proactive approach to managing and reducing cybersecurity risk. It signifies our commitment to maintaining robust cyber hygiene and the implementation of practices that are equivalent to the NIST SP 800-171 security requirements, in addition to demonstrating our ability to protect and sustain an organization's assets and CUI.

Apart from these, our team is equipped with professionals who hold various industry-standard security certifications, including Certified Information Systems Security Professional (CISSP), Certified Ethical Hacker (CEH), and CompTIA Security+. These validate our staff's expertise in designing and managing an organization's security infrastructure.

4. Describe PROPOSER's handling of multi-factor authentication internally.

We strongly believe in and adhere to the principle of robust security measures, one of which includes the implementation of Multi-Factor Authentication (MFA). MFA is an integral part of our internal security controls and procedures, adding an additional layer of security to prevent unauthorized access to our systems and our clients' information.

The implementation of MFA within SPN Solutions requires users to provide two separate forms of identification to authenticate their identity. This process includes something the user knows (like a password) and something the user possesses (such as a mobile device or a hardware token).

Our MFA strategy goes beyond just the standard username and password authentication. In our case, after the user provides the correct username and password, they are required to confirm

their identity through a second factor. This could be a unique code sent to their registered mobile device, an email confirmation, or through biometric authentication such as fingerprints.

We have implemented MFA on all our critical systems, including email, remote desktop access, network access, and all software applications that contain sensitive data. Additionally, we regularly audit and update our MFA protocols to ensure they align with the latest industry best practices and standards.

5. Provide details of PROPOSER's practices for staying current on regulations, legislation, certifications, and compliance.

We understand the importance of staying current with all regulations, legislation, certifications, and compliance requirements relevant to our work. Our practices for ensuring this are multi-faceted and include:

Continuing Education: Our team is encouraged and supported to pursue ongoing professional development opportunities, such as workshops, webinars, conferences, and courses. This helps us keep abreast of changes in industry standards and best practices.

Industry Memberships: We maintain memberships with industry bodies such as the Information Systems Audit and Control Association (ISACA) and International Information System Security Certification Consortium (ISC)^2. These organizations provide regular updates and resources on changes to regulations and legislation.

Certification Renewal: Certifications, such as our DoD Secret FCL and CMMC Level 3 security certification, require periodic renewal. As part of this process, we are required to demonstrate our knowledge of any recent changes in the related area.

Regular Audits: We conduct regular internal and third-party audits of our systems and processes to ensure compliance with all relevant regulations and standards. Auditors help us identify any areas where we may need to update our practices to remain compliant.

Regulatory Monitoring: We have established processes for monitoring regulatory changes. This includes subscribing to updates from regulatory bodies, keeping an eye on news and updates in our field, and liaising with legal experts when necessary.

Employee Training: Whenever there are significant updates in regulations or legislation that impact our work, we conduct training sessions to ensure all relevant staff members are aware and understand the implications.

Risk Management: We have a dedicated risk management team that continually assesses various regulatory, legislative, and certification-related risks and develops mitigation strategies.

6. Describe background checks performed for all PROPOSER's staff.

We take the security and trust of our clients very seriously. This commitment begins with our hiring process, which includes comprehensive background checks on all prospective staff members. Our background checks are performed by a trusted third-party provider and include the following elements:

Criminal History Checks: We conduct nationwide criminal history checks that cover all jurisdictions where the candidate has lived, worked, or studied in the past seven years.

Employment Verification: We verify the employment history of the candidate for the past seven years to confirm the accuracy of their experience and job responsibilities.

Education Verification: We verify the candidate's highest level of education to ensure the legitimacy of their credentials.

Reference Checks: We contact references provided by the candidate to gain insights into their work ethic, professionalism, and suitability for the role.

Identity Verification: We verify the identity of the candidate to ensure they are who they say they are.

For roles that require access to sensitive data or systems, additional checks such as credit checks, driving records, or further criminal history checks may be required. Moreover, for roles requiring security clearance, we adhere to the Department of Defense's (DoD) procedures for obtaining and maintaining such clearances.

7. How does PROPOSER stay informed regarding security alerts and/or events?

We utilize a multi-faceted approach to stay informed regarding security alerts and events. We believe in proactive security management and ensure that we stay updated with the latest security news, vulnerabilities, and threat trends. Here's how we achieve this:

Threat Intelligence Feeds: We subscribe to various threat intelligence feeds that provide real-time alerts about new vulnerabilities, exploits, and cyber threats. These feeds come from several reputable sources, including cybersecurity vendors, industry associations, and government agencies like the US Computer Emergency Readiness Team (US-CERT).

Vendor Alerts: We maintain strong relationships with our technology vendors and subscribe to their security alert services. These alerts inform us about any new vulnerabilities or patches in the technologies we use.

Security Forums and Communities: Our security team participates in various cybersecurity forums and communities, sharing information and learning about the latest security trends and threats from other cybersecurity professionals.

Training and Conferences: Our staff regularly attend cybersecurity training courses, webinars, and conferences to keep their knowledge up-to-date and learn about the latest threats and defense mechanisms.

Internal Security Monitoring: We utilize advanced security monitoring tools that alert us in real-time to any suspicious activities or security incidents within our networks and systems.

Membership in ISACs: We are members of Information Sharing and Analysis Centers (ISACs), which provide industry-specific threat intelligence and promote collaboration among members.

8. How does PROPOSER notify and manage security events for your clients?

We prioritize client safety and transparency in all our operations, especially when handling security events. Our detailed security event notification and management procedure are as follows:

Detection and Identification: Our first step is to detect and identify the security event. We leverage state-of-the-art Security Information and Event Management (SIEM) systems and Intrusion Detection Systems (IDS) that constantly monitor our client's networks and systems for any signs of a security event.

Classification and Prioritization: Once an event is detected, it's immediately classified according to its nature and severity. High-priority events that could impact business operations or data security receive immediate attention.

Incident Response: After classification, we activate our Incident Response (IR) team to contain and mitigate the issue. Our IR team includes cybersecurity experts skilled in various aspects of cyber defense and digital forensics. They are trained to handle various types of security incidents, including data breaches, malware attacks, and DDoS attacks, among others.

Client Notification: We firmly believe in transparency, and we ensure clients are promptly informed about security events that may impact their environment. The timing, method, and content of the notification will depend on the nature of the security event and the stipulations in our service agreement. We ensure our notifications are clear, concise, and contain actionable advice.

Remediation and Recovery: Our team works diligently to address the security event, eliminate the threat, and recover any impacted systems or data. We aim to minimize downtime and ensure business continuity for our clients.

Post-Incident Analysis and Reporting: After resolving the event, we conduct a post-incident analysis to understand its root cause and implications. We also prepare a detailed report for the client, outlining the nature of the event, our response, the outcome, and recommendations for preventing similar events in the future.

Continual Improvement: We use the lessons learned from every security event to improve our security practices and incident response plan. This approach ensures we are continually evolving and improving our cybersecurity posture in response to the ever-changing threat landscape.

9. How does PROPOSER manage mobile device security?

SPN uses IBM MaaS360, a unified endpoint management (UEM) solution, to provide robust mobile device security. This tool helps us manage and secure enterprise and employee-owned mobile devices across various operating systems like iOS, Android, and Windows. Here's how we handle mobile device security using IBM MaaS360:

Device Enrollment and Provisioning: All mobile devices must be enrolled in the IBM MaaS360 platform before accessing corporate resources. This process involves installing the MaaS360 app on the device, registering the device, and provisioning it with appropriate security and configuration settings. This ensures we have control over the device and its access to our network.

Device Configuration Management: We utilize IBM MaaS360's configuration management capabilities to enforce security and privacy settings on all enrolled devices. This includes setting up passcodes, configuring VPN and Wi-Fi settings, enabling encryption, and setting up email accounts.

Application Management: IBM MaaS360 provides us with the tools to manage all applications on the device. We can push necessary applications, restrict the use of certain apps, and set up an enterprise app store where employees can download approved and vetted apps.

Security Policy Enforcement: IBM MaaS360 allows us to set up and enforce security policies across all mobile devices. This includes device compliance checks, where devices are periodically checked against our security policy to ensure compliance. Non-compliant devices are quarantined and restricted from accessing network resources.

Secure Containerization: MaaS360's containerization feature helps us separate work and personal data on employee-owned devices, ensuring corporate data is secure and personal privacy is maintained.

Incident Response and Forensics: In case of a security incident, IBM MaaS360 gives us the ability to remotely locate, lock, and wipe devices to protect sensitive data. It also provides us with comprehensive forensics capabilities to understand the scope and nature of the incident.

Monitoring and Reporting: Through IBM MaaS360's dashboard, we monitor the status of all mobile devices, get alerted to security incidents, and generate detailed reports on device usage, compliance, and security.

10. How does PROPOSER ensure best security practices are being followed?

We ensure the best security practices by doing the following:

Security Policies and Procedures: We have established and documented security policies and procedures that align with industry standards and best practices. These policies cover various areas such as access control, password management, data protection, incident response, and more.

Regular Training and Awareness: Regular security awareness and training sessions are conducted to educate our employees about the latest threats, security best practices, and the importance of maintaining security compliance.

Regular Audits and Assessments: We perform regular internal and external audits and security assessments to ensure compliance with our security policies. Any identified weaknesses are promptly addressed.

Adoption of Security Frameworks and Standards: We follow globally recognized security standards and frameworks such as ISO 27001, NIST, and CIS Controls. These provide a structured approach to managing security and ensuring best practices are followed.

Incident Response Plan: We have a well-defined incident response plan that outlines the steps to be taken in the event of a security incident. This helps in minimizing the impact of the incident and ensures a quick recovery.

Use of Advanced Security Tools: We use advanced security tools for monitoring, detecting, and preventing potential security threats. These tools provide real-time alerts on suspicious activities and help in maintaining a robust security posture.

Regular Updates and Patch Management: We ensure all our systems, applications, and devices are regularly updated with the latest patches. This helps in mitigating the risk of vulnerabilities that could be exploited by cyber criminals.

Vendor Risk Management: We conduct thorough security assessments of our vendors to ensure they also follow best security practices. This is crucial as vendors often have access to our systems and data.

Continuous Improvement: Security is not a one-time activity, but a continuous process. We regularly review and update our security practices in response to changes in the threat landscape, technology advancements, and business requirements.

11. Is an annual security assessment and report included in PROPOSER's service?

We understand the importance of continuous security monitoring and regular assessments to maintain the integrity of our client's systems. Therefore, an annual security assessment and report are integral components of our service. Our annual security assessment involves a thorough evaluation of your IT infrastructure, identifying potential vulnerabilities, and assessing compliance with relevant regulations. Post-assessment, we provide a detailed report outlining the security posture of your systems, any potential risks identified, and recommended strategies to mitigate those risks. Moreover, our security report is more than a once-a-year event. We provide ongoing updates on security incidents, alerts, and advisories as part of our commitment to keeping our clients informed and their systems secure.

D. Management Deliverables and Reports

1. Include descriptions of any reports used to summarize and provide detailed information for managed services customers. Also, Include sample reports as attachments to the Proposal to provide an example of the types of reports that will be provided for this engagement.

We utilize a range of reports to keep our clients updated on the status and performance of their managed services. Here are descriptions of some of the core reports we provide:

Performance Reports: These reports give a detailed overview of the performance of your IT infrastructure including servers, networks, and other hardware. It includes uptime statistics, speed, capacity usage, and other relevant metrics.

Incident Reports: These are comprehensive reports of any incidents that have occurred, including security breaches, system failures, network outages, etc. It includes a detailed timeline of the incident, its cause, the response undertaken, and preventive measures for the future.

Service Level Agreement (SLA) Compliance Reports: These reports provide insights into how we are meeting the agreed-upon service levels. It includes metrics like response time, resolution time, uptime, etc., measured against the standards outlined in the SLA.

Security Reports: Security reports offer a comprehensive review of the security posture of your IT infrastructure. It includes details of any security incidents, vulnerability assessments, and compliance status with relevant regulations and standards.

Help Desk Reports: These reports provide an analysis of help desk performance, including number of tickets resolved, average resolution time, customer satisfaction scores, etc.

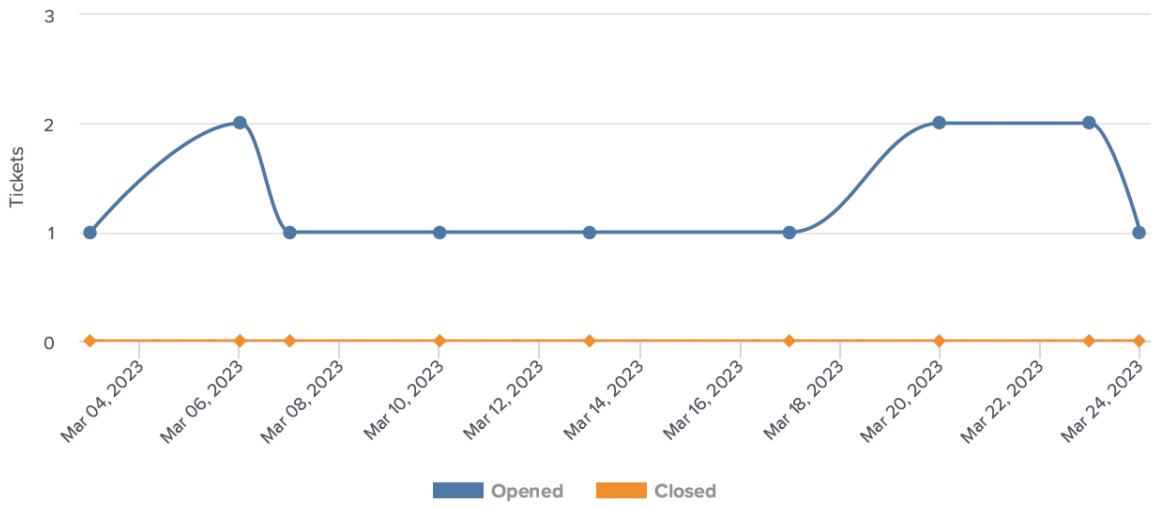
Quarterly Business Reviews: These strategic reports provide a high-level view of IT operations and how they are aligning with business objectives. They include an overview of performance, incident, security, and help desk reports, along with strategic recommendations for the future.

We use these reports to measure and determine our service performance, active users, connection statuses, incidents, threats, and resolution. We will provide these reports for the City of Winter Springs whenever requested. Please review these sample reports and let us know if you have any questions regarding their contents or measurements.

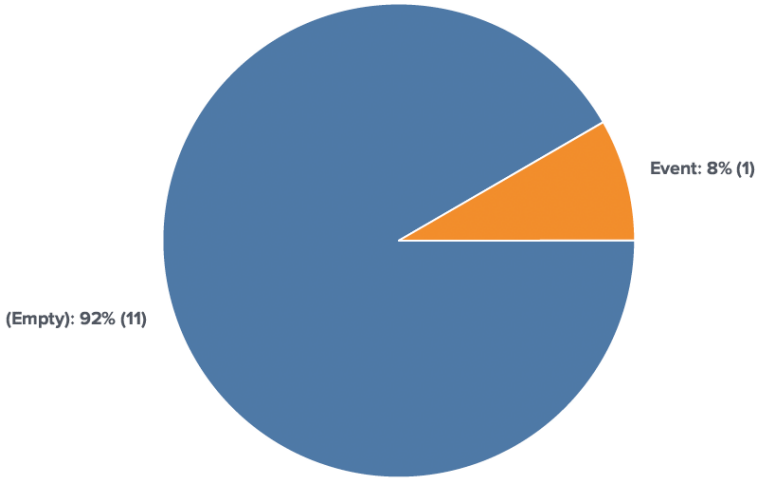
Service Summary

CLIENT NAME	CURRENTLY OPEN	OPENED LAST MONTH	CLOSED LAST MONTH
SPN Solutions Inc	1	1	0
XYZ Test Company	13	11	0

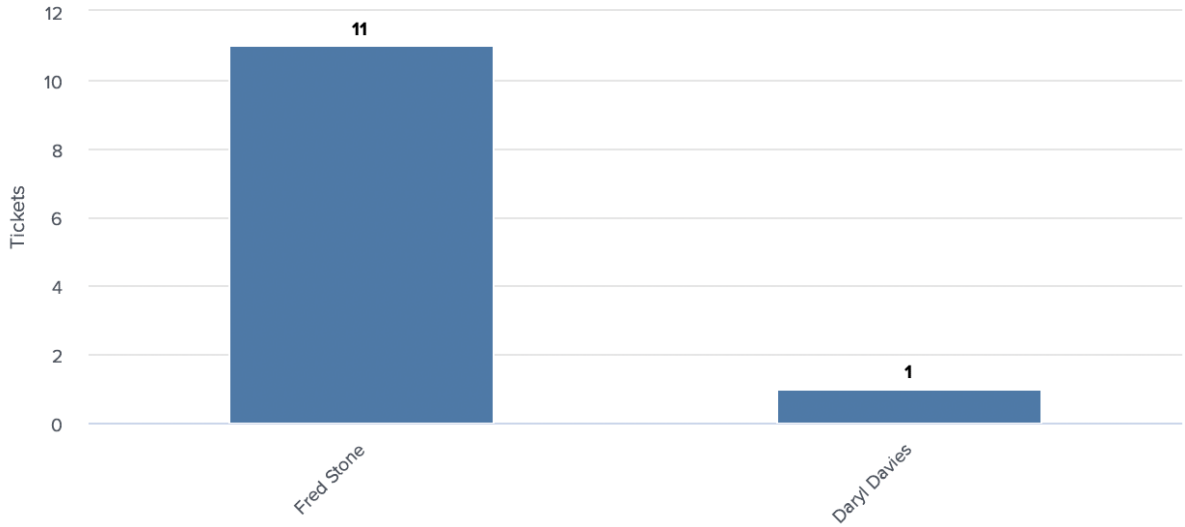
Tickets Opened Vs. Closed - Previous Month



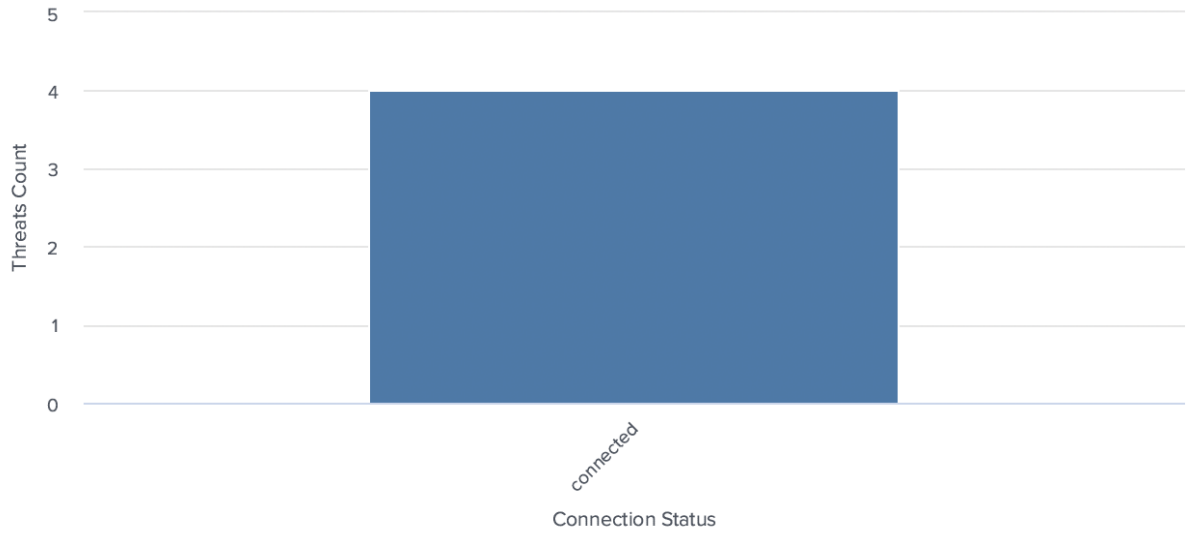
Tickets Opened by Type - Previous Month



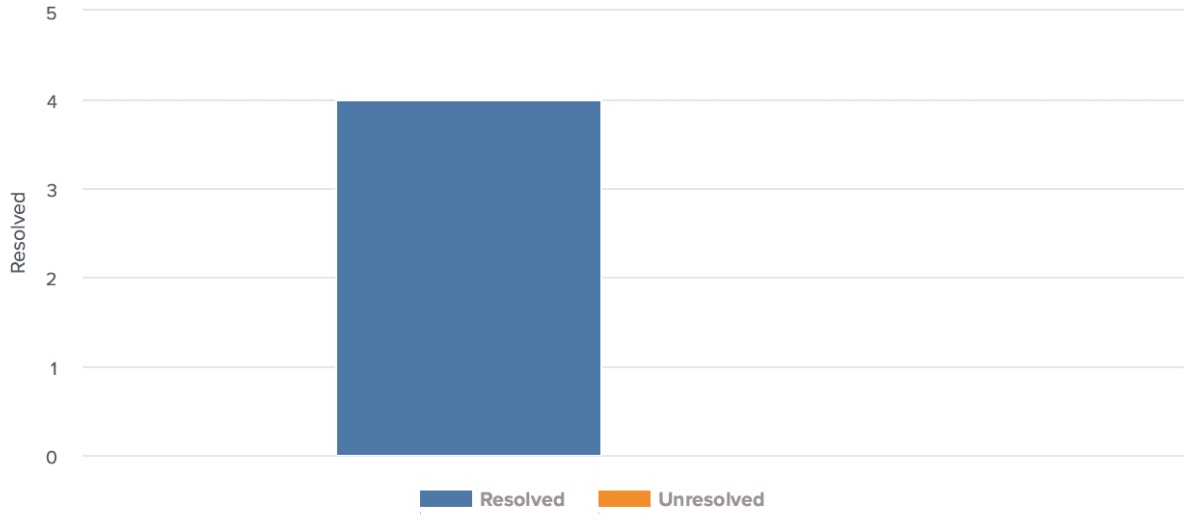
Most Active Users - Previous Month



Agent Connection Status



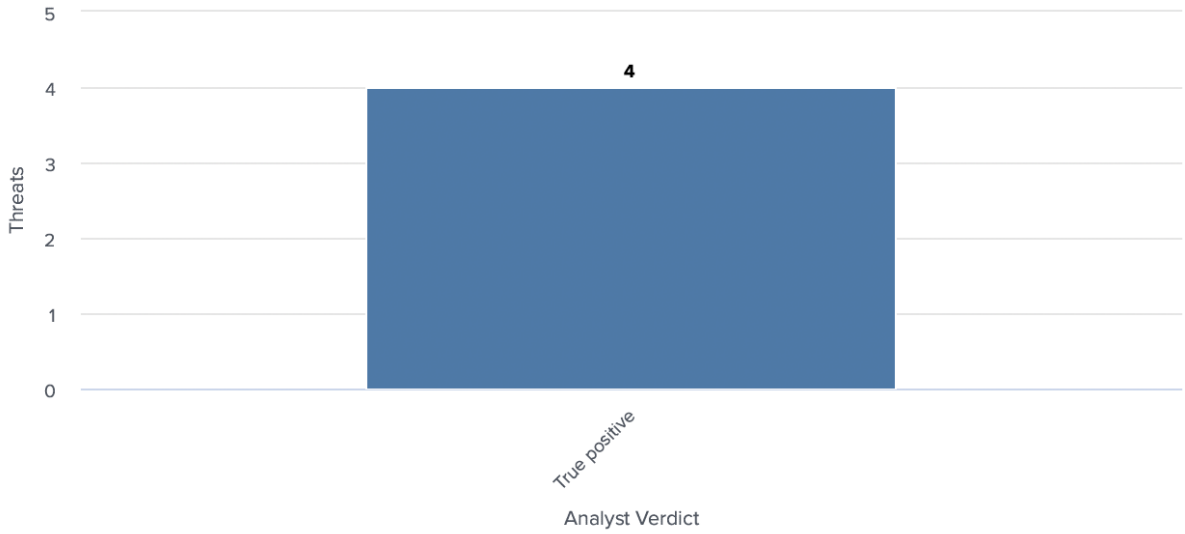
Incident Status Last 30 Days



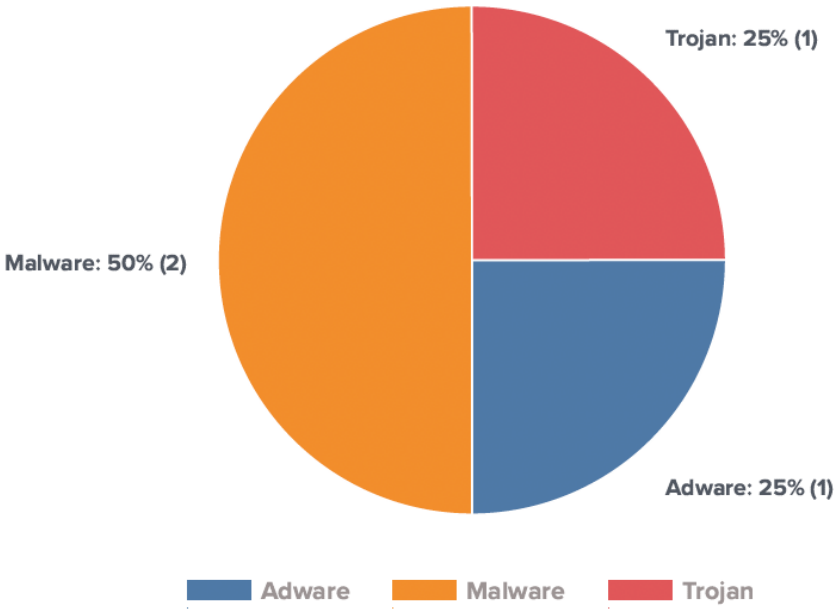
0 Threats Unresolved
Threats Unresolved

0 Threats Not Mitigated
Not Mitigated Threats

Threats by Analyst Verdict



Threats by Type - Last 90 Days



Threats Trend Over A Period



Reboot Required



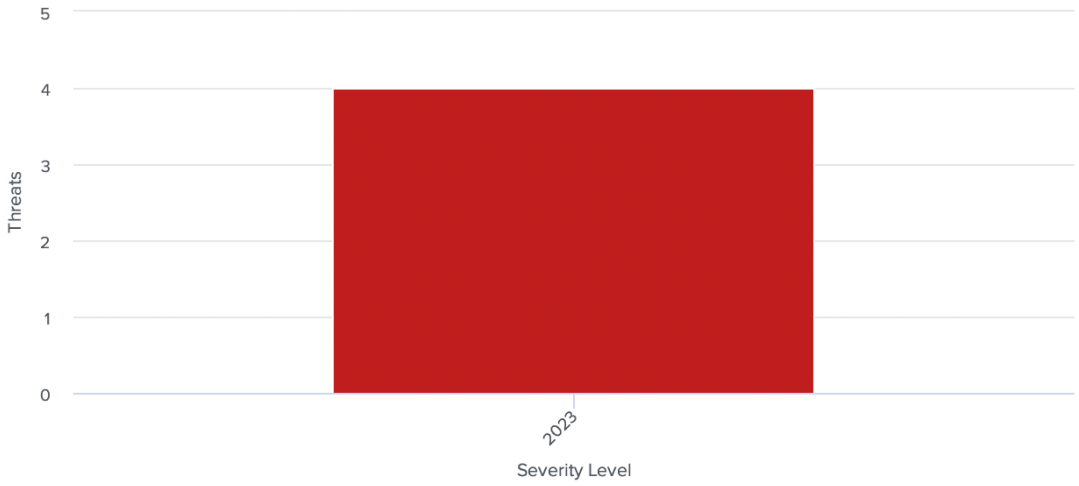
Active Threats per Client by Machine Type



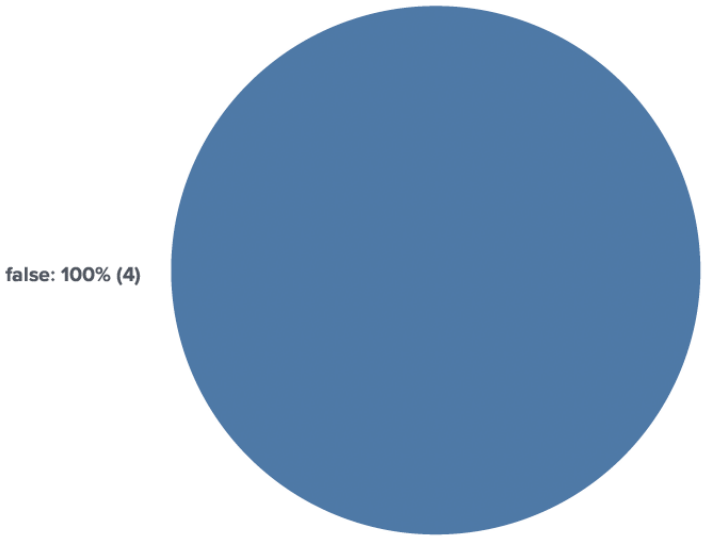
Agent Infected By Site



Severity Level-Threats Last 30 Days



Agent Infection Status



Average Age to Resolve the Threat



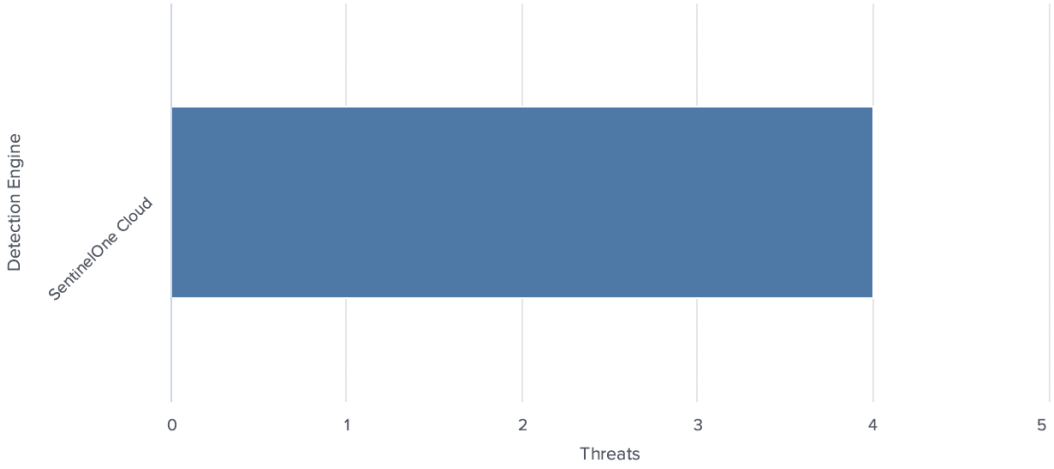
Threats Resolve to Identified



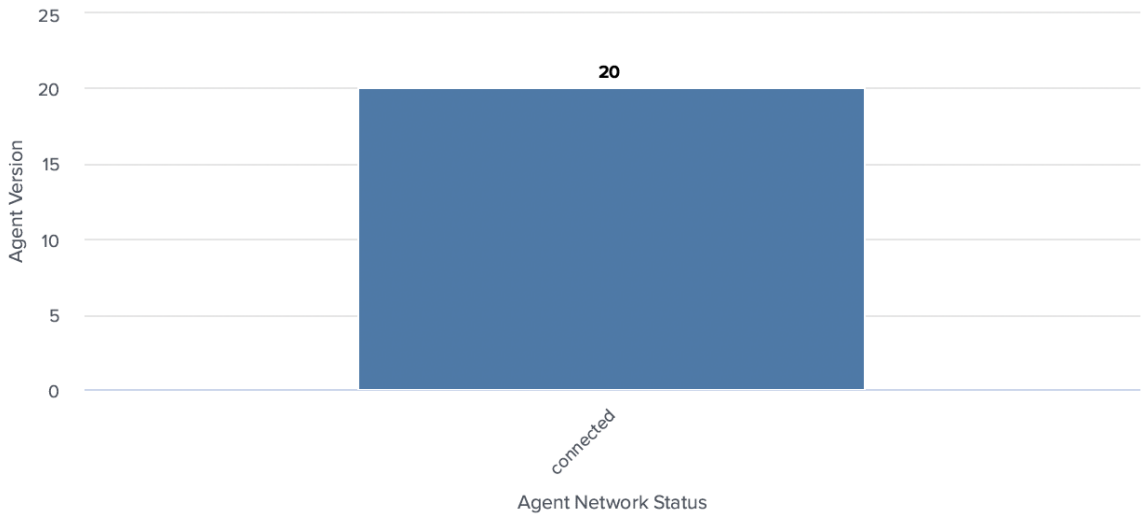
4 Threats Resolved - Last 30 Days

4 Threats Resolved in last 90 Days

Threats by Detection Engine



Agent Network Status - Agents



Documentation and Records

a) Describe how PROPOSER would document and record maintenance, installation, performance, and changes to the system.

Our approach involves a combination of automated tools, manual record-keeping, and established documentation practices:

Automated Documentation: We use state-of-the-art tools for tracking and documenting system performance, changes, and installations. Our systems automatically record updates, patches, changes in configuration, and installations across hardware and software. This real-time documentation ensures a complete, accurate, and instantly accessible log of all actions taken.

Manual Documentation: Despite the advancements in automation, there's an irreplaceable role for human-generated documentation, particularly for unique or complex tasks. Our IT professionals meticulously document steps taken in maintaining systems or solving complex issues. This creates a knowledge base that can help speed up future troubleshooting or system enhancements.

Maintenance Logs: For all routine and scheduled maintenance activities, we maintain comprehensive logs detailing what maintenance was carried out, the date and time of maintenance, who performed it, and any noticeable impacts or changes to the system post-maintenance.

Change Management: We utilize a systematic approach to managing all changes within your IT environment. Every proposed change is documented, reviewed, and approved before implementation. Post-implementation, we evaluate the change's impact on the system and document the results. This helps ensure traceability and minimize potential disruption.

Performance Tracking: We consistently monitor and document system performance metrics to identify any trends or potential issues early. These metrics include uptime, speed, capacity, error rates, etc.

Secure Storage and Easy Access: All documentation is securely stored in a central, cloud-based repository that allows for quick retrieval. This ensures that our team has immediate access to the most up-to-date, relevant information when they need it.

b) Describe the documentation that PROPOSER would make available to The City of Winter Springs at the end of the contract period.

At the end of the contract period, SPN Solutions is committed to providing a comprehensive set of documentation to the City of Winter Springs to ensure a seamless transition and ongoing management of the CITY's IT infrastructure. This documentation would include, but not be limited to:

Network Diagrams and Infrastructure Layout: This includes detailed layouts of the network architecture, along with all servers, storage, network devices, connections, IP addresses, and any other relevant details.

Asset Inventory: A comprehensive list of all IT assets, including hardware, software, licenses, warranties, and other pertinent information.

System Configuration Files: Detailed files of all system configurations for all devices, servers, and network equipment, including software settings and user privileges.

Maintenance and Support Logs: Complete records of all maintenance and support activities conducted during the contract period, including any issues reported, actions taken, and final resolutions.

Change Management Records: A full report of all changes made to the IT environment, including the date, the personnel involved, the reason for the change, and its impact on the system.

Performance Reports: Regular reports indicating system performance over the contract period, such as uptime, speed, and error rates, which can provide valuable insights for future planning.

Security Policies and Procedures: Documentation of all security protocols, settings, permissions, and any other security measures implemented.

User Documentation: Guides and manuals for end users, including any custom software or systems unique to the City of Winter Springs.

Disaster Recovery and Business Continuity Plans: Detailed plans outlining the measures to be taken in the event of a system failure or disaster.

We adhere to a strict handover protocol, which ensures that all relevant and important data and knowledge are thoroughly transferred to the City of Winter Springs' IT team or the next service provider. This is done while maintaining absolute confidentiality and security of the information.

c) Describe how PROPOSER would maintain confidentiality in strict conformance with sensitive CITY data, State law and other Confidentiality laws and regulations.

SPN Solutions is committed to maintaining the highest level of confidentiality for sensitive City data, strictly adhering to State law and other confidentiality regulations. We implement robust data handling policies, ensuring data is only accessible to personnel who require it for their duties. We employ cutting-edge encryption technologies to secure data both in transit and at rest, paired with rigorous access control and secure authentication methods to prevent unauthorized access. Regular training sessions equip our team with the necessary understanding and skills to comply with all relevant data confidentiality laws and secure data handling practices. Through these measures, we ensure the complete confidentiality and security of all data entrusted to us.

Questionnaire 5: Documentation and Reporting

1. Please provide up to two examples of documentation that PROPOSER would create on the CITY's behalf when setting up new systems.

SPN creates a comprehensive set of documentation when setting up new systems for our clients. Here are two examples:

System Configuration Guide: This document is tailored specifically to the new system and provides an in-depth overview of its configuration. It includes information on hardware and software configurations, network settings, security protocols, user access control and permissions, and any custom settings that have been implemented. This document acts as a valuable resource for both technical staff and end users, providing guidance on managing, maintaining, and troubleshooting the new system.

Network Diagram: A well-documented visual representation of the network setup, inclusive of the new system, is a vital resource. The diagram includes all connected devices, servers, and network infrastructure with their respective IP addresses, making it easier to understand the complete network topology and the role of the new system within it. This can be particularly useful when planning for expansions, troubleshooting network issues, or during incident response.

It's important to note that these documents are living entities, updated as changes occur in the system configuration or the network structure. As a part of our commitment to transparency and efficient service delivery, these documents are readily accessible to the City's IT department.

2. How does PROPOSER report daily and weekly activity to the CITY's IT manager?

For reporting daily and weekly activities to the CITY's IT Manager, we employ a two-tier system:

Daily Reports: For day-to-day activities, our Managed Services Platform automatically generates and sends a daily status report. This report includes a summary of the completed tasks, ongoing tasks, any issues identified, and their status (open, in progress, resolved). It also covers critical metrics such as system health, network performance, and security status. These daily reports are sent via email to the CITY's IT manager every morning, providing a clear snapshot of the day's agenda and ongoing issues.

Weekly Summary Reports: Every week, our team compiles a comprehensive report that provides a detailed overview of the week's activities. This includes a breakdown of all helpdesk tickets (open, resolved, and ongoing), specific details on major incidents, system performance data, security updates, and planned activities for the next week. This report is sent via email to the IT manager and is also presented and discussed during our weekly status meeting.

3. Do you have examples of reporting that PROPOSER would provide?

Yes, SPN utilizes a variety of report types to ensure all aspects of our service provision are covered. Here are some examples:

Incident Reports: These are generated any time a significant issue or outage occurs. The report will provide an in-depth analysis of the incident, including what happened, how it was resolved, what steps were taken to prevent future occurrences, and other relevant information.

Performance Reports: These provide a detailed view of how the various aspects of the CITY's IT environment are performing. Metrics such as network uptime, server health, bandwidth usage, and many others are included.

Security Reports: We provide detailed reports on the state of your security infrastructure. These reports will cover any threats detected, what actions were taken in response, and recommendations for improving security moving forward.

Maintenance and Update Reports: These cover all of the routine maintenance tasks we've completed, such as updates, patches, and backups. This helps ensure that the CITY's IT department is fully aware of the current state of their systems.

Quarterly Business Reviews: We also provide reports that are less technical and more strategic. These reports discuss our services' overall impact, identify areas for improvement, and highlight strategic IT opportunities that can help the CITY meet its goals.

Unfortunately, due to confidentiality agreements with our current clients, we can't provide actual samples of our reports. However, these descriptions should provide an understanding of the breadth and depth of our reporting capabilities. If selected as the CITY's IT partner, we would customize our reports to meet your unique needs and requirements.

Questionnaire 6: Security

All staff working on Police Department information systems shall submit to a full fingerprint based background check to satisfy Criminal Justice Information Systems (CJIS) security policy and must comply with the requirements outlined in the CJIS Security Addendum. This information will be forwarded to the State of Florida for all clearances as required. The successful PROPOSER will not incur any costs other than their own staff time for this vetting process.

Please outline any experience PROPOSER has with these requirements and state how it will facilitate and maintain compliance with this requirement from onboarding throughout the term of the awarded Agreement.

SPN has extensive experience working with clients where personnel have to handle sensitive information, including law enforcement and federal agencies. As a part of our commitment to uphold the highest standards of security and confidentiality, we are well-versed with protocols such as the Criminal Justice Information Systems (CJIS) security policy, among others.

To facilitate and maintain compliance with these requirements, we have developed a rigorous process that begins at the onboarding stage and continues throughout the duration of our engagement:

Background Checks: Before an employee joins our team, we conduct a comprehensive background check that includes fingerprint-based verification. We ensure that this information is submitted to the relevant authorities in the State of Florida as per the requirement.

CJIS Training: All staff members assigned to work on Police Department information systems undergo specific training on CJIS security policy and related regulations. This includes an understanding of data handling, access controls, incident response, and other CJIS security policy areas.

Signing the CJIS Security Addendum: We ensure every relevant employee signs the CJIS Security Addendum, which clearly outlines the responsibilities and obligations to protect CJI and adhere to the CJIS Security Policy.

Continuous Monitoring and Compliance: SPN maintains a compliance department to regularly audit and ensure that all security measures and protocols, including those related to CJIS, are being followed.

Re-validation: The background checks and other compliance procedures are repeated at defined intervals or when an employee's role changes to ensure continued compliance with the CJIS security policy.

Through these methods, we aim to demonstrate that SPN is not only equipped to comply with the CJIS security policy requirements but also committed to maintaining that compliance for the duration of the Agreement with the CITY. It is our policy to bear the cost associated with this vetting process, excluding the time of our staff, as per the terms mentioned.

Questionnaire 7: Proposer's Staff Training

Describe how PROPOSER intends to ensure that all personnel contributing to the management of CITY's information technology system are properly trained and monitored to ensure that they are performing their duties at proficient levels.

SPN places great emphasis on the continuous learning and development of our personnel, recognizing that our team's skills and knowledge directly impact the quality of service we offer to our clients, including the CITY. We have set up a comprehensive strategy to ensure our staff are well-trained, proficient, and consistently monitored for optimal performance:

Hiring and Onboarding: We begin by hiring professionals with proven expertise and appropriate certifications in information technology. Our onboarding process involves thorough training on our policies, processes, tools, and the specific needs of each client.

Continuous Training: We have ongoing training programs that ensure our personnel stay updated with the latest technologies, security measures, and best practices in the industry. This includes both in-house training and external training through seminars, workshops, and certification courses.

Performance Reviews: SPN conducts regular performance reviews to assess individual and team proficiency levels. This helps identify any areas for improvement and provides opportunities for feedback and personal development plans.

Quality Assurance and Monitoring: We have a quality assurance team that monitors the service delivery process, ensuring our team adheres to set protocols and meets the expected standards. This includes reviewing work logs, analyzing issue resolution speed and quality, and soliciting client feedback.

Career Progression and Skills Development: We foster a culture of learning and development by encouraging and financially supporting our employees in obtaining higher levels of certification and professional growth. This not only helps in staff retention but also ensures that our clients receive service from highly qualified and motivated personnel.

Questionnaire 8: Project Management

A. What experience in Project Management does PROPOSER's organization have?

Our project management support framework is rooted in the best practices established by the Project Management Institute (PMI). This means we adopt the PMI's recognized Project Management Body of Knowledge (PMBOK) methodology, which is characterized by five key process groups: initiating, planning, executing, monitoring & controlling, and closing.

Our project managers bring a wealth of expertise to oversee and assist with technical projects identified by either SPN or the City of Winter Springs, ensuring they are completed on time, within budget, and to the highest quality standards.
We implement the PMI process by:

1. Initiating: The initiating phase will involve defining the new project and securing the necessary approval to start. We will work in close collaboration with the City of Winter Springs to identify project requirements, stakeholders, initial scope, potential risks, and objectives. This phase will also include the creation of a Project Charter that outlines the purpose, key stakeholders, and measurable objectives of the project.
2. Planning: Our project managers will then shift into detailed planning. This stage will involve developing a comprehensive Project Management Plan, which will cover scope, timeline, cost, quality, human resource, communication, risk, and procurement management. We will also define the project's governance framework and communication channels to ensure transparency and timely updates.
3. Executing: In the executing phase, the project work will be performed to deliver the product, service, or desired outcome. Our project managers will lead the team in carrying out the tasks as per the Project Management Plan, managing the resources effectively, and ensuring open communication among all stakeholders. This phase will also include quality assurance processes to ensure the project deliverables meet the predefined quality criteria.
4. Monitoring & Controlling: Throughout the project lifecycle, our project managers will consistently monitor and control the project's progress against the plan. They will use an array of tools, such as Gantt charts, performance dashboards, and risk registers, to track project metrics. Any deviations from the plan will be identified quickly, and necessary corrective actions will be implemented. This phase ensures that the project remains on track and aligns with the objectives set out in the initiating phase.
5. Closing: Once the project is complete, our project managers will undertake a formal project closure. This will include the delivery of project outputs, the release of project resources, and the documentation of lessons learned. We will conduct a post-project review with the City of Winter Springs to evaluate project performance, successes, and areas for improvement.

B. Any certified PMP?

Yes, SPN Solutions has certified Project Management Professionals (PMPs) within its team.

Questionnaire 9: Infrastructure Health Monitoring

1. Describe PROPOSER's monitoring tools and strategies to monitor and ensure the stability of the computing environment at the CITY.

SPN Solutions has a robust monitoring capability that enables us to ensure the stability of the City's computing environment. Leveraging tools like ConnectWise RMM, Auvik, and ConnectWise SIEM, we comprehensively view the City's operations. ConnectWise RMM allows us to monitor and manage various aspects of the computing environment, including servers, workstations, and network devices. With Auvik, we gain deep visibility into the network infrastructure, enabling us to monitor network performance, detect bottlenecks, and proactively resolve network-related issues. ConnectWise SIEM further enhances our monitoring capabilities by analyzing log data generated by the City's systems, helping us identify and respond to any unusual or potentially malicious activity. These tools provide real-time insights, alerts, and reports, allowing us to promptly address issues, ensure system stability, and maintain a secure and dependable computing environment for the City.

2. Describe how these monitoring results would be communicated to the CITY.

To keep the CITY informed about the state of its information technology systems and the results of our monitoring activities, we employ the following methods:

Regular Status Reports: We will generate comprehensive reports detailing the performance of the CITY's IT infrastructure, including any detected issues and the actions taken to resolve them. These reports may include metrics like uptime, system usage, network performance, and security incidents. The frequency of these reports can be tailored to the CITY's preference—daily, weekly, or monthly.

Alert Notifications: In the event of an emergency or a significant issue, we will promptly notify the CITY's designated IT contact through email or phone call. These notifications will provide an initial summary of the issue, its potential impact, and the steps we're taking to address it.

Scheduled Meetings: Regular meetings, whether in-person or virtual, are an essential part of our communication strategy. During these sessions, we can discuss the state of the CITY's IT environment, review monitoring results, discuss upcoming IT projects or initiatives, and answer any queries.

Accessible Dashboard: We can provide access to a client portal or dashboard where the CITY can view real-time metrics, status of the systems, open and closed tickets, and other pertinent information about its IT infrastructure.

Documentation: We will maintain detailed documentation of all maintenance, performance, and security-related activities. This will be made available to the CITY, helping to provide a clear history and ongoing status of IT systems.

Ad-hoc Updates: If there are significant changes, updates or industry-related news that could impact the CITY's IT environment, we will communicate this proactively to the relevant CITY personnel.

Questionnaire 10: Fee Structure

The CITY requests a fixed fee structure all-inclusive of all services provided. Include a fee breakdown based on the fixed fee pricing model. Please provide the following Mandatory Forms:

i) a Fee Structure Spreadsheet Price Proposal (See Appendix A Cost Proposal - Part 1), and (ii) Acceptance of Proposal Terms and Conditions (see Proposal Form 1 – Proposer Information and Acknowledgement Form). Please address the following:

At SPN, we are committed to offering the CITY transparent, fair, and predictable pricing while ensuring superior IT support and services.

For the CITY, SPN has structured a clear and transparent pricing model for additional services that fall outside of the standard working hours. These services include onsite visits, after-hours and weekend support, as well as holiday support.

Other Costs	
After-Hours & Weekend Support	$88.36 Per Hour (Onsite) (2 hr Minimum) $75 Per Hour (Remote)
Holiday Support	$88.36 Per Hour (Onsite) (2 hr Minimum) $75 Per Hour (Remote)

Below is SPN's Table of Services for the CITY's Bid. This table encapsulates the comprehensive portfolio of services that we propose to deliver as part of our engagement with the CITY. The

delineation of these services not only provides a snapshot of our capabilities but also underscores our commitment to delivering tailored and robust IT support that addresses the CITY's specific requirements and objectives.

Each of the services listed has been carefully selected and framed based on the extensive information provided about the CITY's current and future needs.

SPN Solutions Inc. - Table of Services for the CITY's Bid		
Services	**Description**	**Included or Excluded**
Telephone Help Desk Support Services	Provision of telephone help desk support services utilizing industry best practice processes and procedures.	Included
24/7 Server and Network Support & System Monitoring	Constant monitoring and support of server and network systems with proactive communication and escalation protocols based on the severity of any unscheduled outages.	Included
Patch Management Services	Providing preventative maintenance and management of critical security and system patches to all servers and systems on the network to ensure resources are properly managed and maintained.	Included
Business Continuity and Disaster Recovery	Ensuring backup and redundancy to support business continuity and disaster recovery needs.	Included
Backup and Disaster Recovery	Daily backup of critical server files, including user email boxes.Regularly tested recovery process, adhering to the established Recovery Time Objective (RTO) and Recovery Point Objective (RPO).	Included
Antivirus, Antispam, and Antispyware Protection	Offering protection to defend against security threats including phishing, malware, spam, and viruses.	Included

Networking Support	Proactive management and monitoring of switches, firewalls, routers, and Wi-Fi systems, and other networking equipment as identified by the CITY.	Included
Security Systems Monitoring	Proactive monitoring and management of IT security systems, including firewalls, intrusion prevention, secure remote access, and advanced security solutions.	Included
Warranty and Asset Inventory Management	Maintenance of a hardware and asset inventory of all IT-related equipment, notification to the CITY of potential service or warranty issues, and managing the lifecycle of devices.	Included
Software Licensing Control	Oversight of automatic renewal of software applications and maintenance of appropriate documentation.	Included
Business Application Support	Technical support and maintenance of cloud and business applications, Domain Registrar, and Public/external DNS.	Included
PC Deployment	Delivery and setup of machines on-site.	Included
Desktop, Laptop, and iPad Support	Support for existing and future desktop, and laptop, and hardware, including maintenance, repair, assisting with the replacement of failed equipment, and provisioning new equipment as needed.	Included
Printers, Copiers, and Scanners Support	Support connection/printing issues related to network and local printers, copiers, and scanners.	Included
Desktop Software Standardization and Software Licensing and Upgrades	A process for identifying standardization and management of desktop images and ensuring that staff are using current products and operating systems.	Included
Lifecycle Management of Hardware Units	Processes for end-of-life notification, replacement, and asset decommissioning/disposal.	Included
Move, Add, Change (MAC) Support	Assistance with changes to the location, configuration of existing equipment or software, and installation of additional equipment or software as needed.	Included

Mobile Device Support	Support for secure provisioning of mobile devices into the company network.	Included
Reporting	Providing relevant reports regarding system health, uptime, and hardware inventory.	Included
Technology Strategy Planning	Collaboration with current IT staff to develop a long-term strategic technology plan.	Included
Project Management	Offering project management and technical engineering resources for technical projects.	Included
IT Policy Review and Development	Assistance in the development of customized policies related to the use of technology.	Included
Hosting	Offering services relative to hosting or co-location of equipment.	Included
Scalability	Offering a model where scaling up or down from a systems and cost perspective is simple and nimble.	Included
Multi-Factor Authentication (MFA)	Ability to offer and manage a MFA solution to verify user identities at login and to protect logins.	Included
End-user Security Awareness Training	Offering Security Awareness Training to teach the CITY's staff about current threats, terms, standards, and compliance.	Included
Vulnerability Testing	Offering vulnerability tests, both internally and externally, to determine potential threats and flaws.	Included
Managed Security Operations Center (SOC)	Offering Managed SOC as a service to monitor the the CITY's environment and ensure proactive detection and responses to threats.	Included
Microsoft 365 Support	Providing support for Microsoft 365.	Included
Vendor Management	Management of 3rd party technology vendors and serving as the key point of contact.	Included
Hardware Support	Maintenance, repair, and replacement of existing and future desktop and laptop hardware. Acquisition and provisioning of new equipment as needed. Onboarding or	Included

	offboarding team members in a timely and efficient manner.	
Microsoft Licensure Management and Support	Offering management and support for Microsoft licensure.	Included

a. Are monthly/quarterly/yearly costs increased or decreased due to environmental changes? If so, please describe (i.e. adding or removing servers or users).

We understand that over the course of our partnership with the CITY, there may be changes such as adding or removing servers or users. Here is how such changes will typically affect our costs:

Adding Servers or Users: If the CITY decides to add more servers or users to its IT infrastructure, this will likely increase the monthly, quarterly, or yearly costs. The exact amount would depend on the type of server or user role being added, the complexity of the setup and configuration, and the level of ongoing support required.

Removing Servers or Users: Conversely, if servers or users are removed from the CITY's IT infrastructure, this will generally result in a decrease in costs. The reduction would be based on the resources saved from no longer having to manage those servers or support those users.

Yearly Escalation: As you noted, our yearly costs include a standard escalation of 3%. This adjustment is designed to account for general inflation, increases in operational costs, and to continue investing in the development and training of our staff to provide the CITY with the best possible service.

Significant Environmental Changes: Large-scale changes to the CITY's IT environment, such as a major infrastructure upgrade or a significant increase in the number of users or servers, would require a reassessment of costs. Any such changes would be communicated well in advance and would only be implemented following agreement with the CITY.

b. Based on the CITY's current support requirements; provide PROPOSER's ongoing monthly/quarterly fees and what is included. Address specifically the following list of items and if not included, please provide any separate fees the CITY would incur. Please provide "a la carte" pricing for any services PROPOSER can provide which is not included in this list:

A. On-site Time

Onsite Visits	$83.36 Per Hour (2 Hour Minimum)

B. Help Desk Support

Included on our monthly fee

C. After-hours Support

After-Hours & Weekend Support	$88.36 Per Hour (Onsite) (2 hr Minimum) $75 Per Hour (Remote)
Holiday Support	$88.36 Per Hour (Onsite) (2 hr Minimum) $75 Per Hour (Remote)

D. Response Time/Problem Resolution Time

Included on our Monthly Fee.

E. Travel Time

We do not charge for travel time.

F. Vendor Management

Included on our monthly fee

G. Training for City Users

Included on our monthly fee

H. Project Management

Included on our monthly fee

I. OS/Application Upgrades

Included on our monthly fee

J. Additional Equipment, Applications, and/or Users

Additional User/Equipment	$97.48

Note: we do not charge a fee for additional applications.

K. Special Requests and/or Projects beyond the Scope of this RFP

Per Hour Fee	$110

L. Regular in-person Business Review

Included on our monthly fee

M. Regular Reporting on System Health in business terms

Included on our monthly fee

N. Response to Major System Problems or Outages

Included on our monthly fee

O. Coverage and Response During Emergency Operations and/or Activations

Included on our monthly fee

P. Overall Description and Outline of the Level of Service Included for the Proposed Fees

Included on our monthly fee

○ **Describe work and related costs that are specifically excluded from the contract, i.e. any optional/incremental ongoing services or project fees, (see Appendix A Cost Proposal – Part 2).**

None



Section F-Cost and Time

Appendix A
COST PROPOSAL WORKSHEET

Part 1: Minimum Required Services

Cost Per Month to the CITY for the Minimum Required Services defined in the Statement of Work shall be:

$ **9,748.00** (print/type out amount here)

Part 2: Optional Services Unit Cost

These are the "a la carte" prices for additional/incremental services offered by the PROPOSER

Description	Unit	Unit Cost
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Total:		

PROPOSER may add additional lines and/or pages to accommodate its list of additional/incremental services offered



Section G-Mandatory Proposal Forms

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

Managed IT Services RFP #06-23-01 JD

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: SPN Solutions Inc.

TAX ID# SNN or EIN: 45-5448717

PROPOSER ADDRESS: 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030

PURCHASE ORDER ADDRESS: 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030

PHONE NUMBER: 301-237-5315

COMPANY WEBSITE: https://www.spnsolutions.net/

COMPANY CONTACT (REP): Daryl Davies

CONTACT EMAIL ADDRESS: daryl.davies@spnsolutions.net

SIGNATURE: Daryl Davies

THE UNDERSIGNED:

A. Acknowledges receipt of:
   1. RFP # 06-23-01 JD Pertaining To: Managed IT Services
   2. Addenda:
      Number _____, dated _____.
      Number _____, dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:
   1. To hold this Proposal open for 90 calendar days after the bid opening date.
   2. To furnish the goods and/or services specified in this RFP at the prices quoted in my responsive Proposal and in compliance with the RFP Documents.
   3. To accept the provisions of the Instructions to PROPOSERS.
   4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
   5. To accomplish the work in accordance with the contract documents.

D. Certifies:
   1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
   2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

REFERECE INFORMATION FORM

IT Managed Services
RFP # 06-23-01 JD

PROPOSER shall submit as a part of the Proposal package, a minimum of three (3) and maximum of five (5) of the most significant projects which were performed within the last three (3) years as set forth below.

Project #1:	
Project Name:	Comprehensive Cybersecurity Services for the DoD, DHA/Walter Reed National Military Medical Center
Type of Project/Service:	Cybersecurity Services
Address:	4494 Palmer Rd, N, Bethesda, MD 20814
Contracting Agency/Client:	Department of Defense, Defense Health Agency
Contact Name and Phone #:	Sharon Opel, Chief Technology Officer (CTO) 301-295-5625
Contact Email Address and Fax #:	sharon.l.opel.civ@health.mil
Contract Amount: $65,003,269.80	Date Work Performed: January 2021 - September 2023
Project #2:	
Project Name:	Integrated Cybersecurity Solutions for the Dept of Navy, Naval Medical Readiness Training Command
Type of Project/Service:	Integrated Cyersecuirty Solutions
Address:	110 Naval Nuclear Power Training Command Cir, Goose Creek, SC 29445
Contracting Agency/Client:	Department of Navy, Naval Medical Readiness Training Command
Contact Name and Phone #:	Dieunel Desulme 904-372-3605
Contact Email Address and Fax #:	dieunel.desulme.civ@us.navy.mil
Contract Amount: $5,116,102.20	Date Work Performed: April 2021 - September 2026
Project #3:	
Project Name:	IT Support Services for the Defense Acquisition University (DAU)
Type of Project/Service:	IT Support Services
Address:	9820 Belvoir Rd #5565, Fort Belvoir, VA 22060
Contracting Agency/Client:	Defense Acquisition University
Contact Name and Phone #:	James Rivera 703-867-7124
Contact Email Address and Fax #:	james.rivera@gotyto.com
Contract Amount: $14,531,804.00	Date Work Performed: July 2015 - July 2024
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

INSURANCE REQUIREMENTS FORM

	Insurance Type	Required Limits
✔	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✔	Employer's Liability	$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	$1,000,000 single limit per occurrence $3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✔	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✔	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✔	Automobile Liability	$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
☐	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.
Thirty (30) days cancellation notice required.

The undersigned firm agrees to obtain, prior to award, if selected, insurance as stated above.

SPN Solutions Inc.

PROPOSER

Daryl Davies

Authorized Signature

Chief Executive Officer

Officer Title

08/01/2023

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

a. Any amount if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the company:
   Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
   Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
b. Been placed on the Scrutinized Companies that Boycott Israel List or
c. Is engaged in a boycott of Israel; or
d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Daryl Davies
(Authorized Signature)

Daryl Davies Chief Executive Officer
(Printed Name and Title)

SPN Solutions Inc.
PROPOSER

STATE OF Virginia

COUNTY OF Alexandria

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (✓) online notarization, this 01 day of August, 2023 by Daryl Davies the CEO of SPN Solutions, Inc., a CEO (____) who is personally known to me or (✓) who produced Driver License as identification.

Document Notarized using a Live Audio-Video Connection

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

Notary Public

Print Name: Ameenha Hafeesah Guillory, a Virginia Notary Public

My Commission Expires: June 30, 2024

NON-COLLUSION AFFIDAVIT of PRIME RESPONDENT

STATE OF Virginia

COUNTY OF Alexandria

Daryl Davies, being duly sworn, deposes and says that:

(1) He/she is Chief Executive Officer (Title) of SPN Solutions Inc. (PROPOSER)

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Daryl Davies (Signed) — Chief Executive Officer (Title)

STATE OF Virginia

COUNTY OF Alexandria

The foregoing instrument was acknowledged before me this 08/01/2023 by Daryl Davies,

who is (___) personally known to me or (✓) who has produced Driver License as identification and

who (did / take an oath.

Document Notarized using a Live Audio-Video Connection

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

(Signature of Notary Public)

Ameenha Hafeesah Guillory, a Virginia Notary Public (Name of Notary Typed, Printed or Stamped) Notary Public

7889093 (Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

SPN Solutions Inc. does:

PROPOSER

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Daryl Davies — (Authorized Signature)

08/01/2023 — (Date)

Daryl Davies

(Print/Type Name as Signed Above

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER: SPN Solutions Inc.

Project Name : ***IT Managed Services***

RFP Number : **RFP *06-23-01 JD***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.

- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.

- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal for **RFP #06-23-01 JD IT Managed Services**.

2. This sworn statement is submitted by (PROPOSER) SPN Solutions Inc. whose business address is 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030 and (if applicable) Federal Employer Identification Number (FEIN) is 45-5448717 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is Daryl Davies and my relationship to the PROPOSER named above is Chief Executive Officer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

X The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Daryl Davies 08/01/2023

Signature Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Virginia

COUNTY OF Alexandria

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 01 day of August, 20 23, and is personally known to me, or has provided Driver License as identification.

_____My Commission expires: June 30, 2024

Notary Public

Document Notarized using a Live Audio-Video Connection

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

E-VERIFY STATEMENT

Bid/Proposal Number: **RFP # 06-23-01 JD**

Project Description: **IT Managed Services**

I/FIRM acknowledges and agrees to the following:
I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties with the CITY, and

2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY

PROPOSER: SPN Solutions Inc.

Authorized Signature: Daryl Davies

Title: Chief Executive Officer

Date: 08/01/2023

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal or Contract for **RFP # 06-23-01 JD IT Managed Services**.
This sworn statement is submitted by (PROPOSER) SPN Solutions Inc. whose business address is 10565 Fairfax Blvd., Suite 203 Fairfax, VA 22030 and (if applicable) Federal Employer Identification Number (FEIN) is 45-5448718 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.) My name is Daryl Davies and my relationship to the PROPOSER named above is Chief Executive Officer.

1. The above-named PROPOSER is submitting a Proposal for the Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named entity has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Daryl Davies 08/01/2023
Signature Date:

STATE OF Virginia

COUNTY OF Alexandria

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 01 day of August, 20 23, and is personally known to me, or has provided Driver License as identification.

_____ My Commission expires: June 30, 2024
Notary Signature

Document Notarized using a Live Audio-Video Connection

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES - SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

a. Definitions

b. Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

c. Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

Responsibilities of the Contracting Government Agency.

The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

Responsibilities of the Contractor.

The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

Security Violations.

a. The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor. Security violations can justify termination of the appended agreement.

b. Upon notification, the FBI reserves the right to:

i. Investigate or decline to investigate any report of unauthorized use;

ii. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

a. Audit

b. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum

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a. Scope and Authority

b. This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

c. The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

d. The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

e. This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

f. All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Daryl Davies Daryl Davies 08/01/2023

Printed Name/Signature of Contractor Employee Date

Daryl Davies Daryl Davies 08/01/2023

Printed Name/Signature of Contractor Representative Date

SPN Solutions Inc. Chief Executive Officer

Organization and Title of Co



Section H-Florida State Corporate Filing

Electronic Articles of Incorporation For

SPN SOLUTIONS INC.

P23000051728
FILED
July 11, 2023
Sec. Of State
kcostello

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SPN SOLUTIONS INC.

Article II

The principal place of business address:

10565 FAIRFAX BOULEVARD
STE 203
FAIRFAX, VA. 22030

The mailing address of the corporation is:

10565 FAIRFAX BOULEVARD
STE 203
FAIRFAX, VA. 22030

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

DARYL DAVIES
13654 WATERHOUSE WAY
ORLANDO, FL. 32828

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: DARYL DAVIES

P23000051728
FILED
July 11, 2023
Sec. Of State
kcostello

Article VI

The name and address of the incorporator is:

DARYL DAVIES
10565 FAIRFAX BOULEVARD
STE 203
FAIRFAX, VA, 22030

Electronic Signature of Incorporator: DARYL DAVIES

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: CEO
DARYL DAVIES
10565 FAIRFAX BOULEVARD
FAIRFAX, VA. 22030



Evaluation Criteria

Evaluation Criteria

Proposals will be evaluated by the CITY, and the PROPOSER will be selected based upon, but not limited to, the following criteria:

a. The background, and experience of the PROPOSER in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

SPN has carefully reviewed the requirements, and we are confident that we meet and exceed each of the City of Winter Springs' requirements. We can provide ongoing support and coordination to ensure proper implementation of new technology, general management and operation. We have provided throughout this proposal in detail how our team and experience are capable of serving as a managed IT service provider for the City of Winter Springs. We are dedicated to working closely with the City's staff to provide support and recommend improvements as needed.

b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Winter Springs. The City of Winter Springs is not bound to select the PROPOSER who proposes the lowest cost or most benefits for service. The CITY of Winter Springs reserves the right to negotiate fees and/or benefits with the selected Proposer.

SPN Solutions fully acknowledges and understands the City of Winter Springs' approach regarding the reasonableness and competitiveness of proposed costs and/or benefits for services. We recognize that the City is not obligated to select the Proposer solely based on the lowest cost or highest benefits. As a reputable service provider, we appreciate the City's prerogative to negotiate fees and/or benefits with the selected Proposer to ensure a mutually beneficial agreement. At SPN Solutions, we are committed to engaging in transparent and constructive discussions with the City, working collaboratively to reach a fair and satisfactory arrangement that addresses the City's specific requirements while delivering exceptional value and service.

c. Determination that the selected PROPOSER has no contractual relationship which would result in a conflict of interest with the CITY.

With utmost importance placed on ensuring transparency and integrity, SPN Solutions acknowledges the City's requirement to evaluate and verify that the selected Proposer has no contractual relationship that may present a conflict of interest with the City. We understand the City's commitment to maintaining fairness and impartiality in the selection process. As a prospective service provider, we are fully committed to cooperating with the City to provide any necessary information or documentation to demonstrate our compliance with this requirement. SPN Solutions values ethical business practices and is dedicated to upholding the highest standards of professionalism and integrity in our engagements with clients, including the City of Winter Springs.

d. The PROPOSER's ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this RFP.

SPN Solutions recognizes the significance of demonstrating our ability, capacity, and skill to fully and satisfactorily provide the services and/or items outlined in this RFP. We are committed to showcasing our expertise, experience, and resources that align with the specific requirements of the City. With a team of highly skilled professionals and a proven track record of successful service delivery, we have the capabilities to meet and exceed the City's expectations. Our comprehensive understanding of the industry, coupled with our commitment to quality, ensures that we can effectively address the City's needs and deliver exceptional results. We are dedicated to deploying our best resources and employing our specialized skills to ensure a successful partnership with the City of Winter Springs.

e. The quality of the PROPOSER's performance in comparable and/or similar projects.

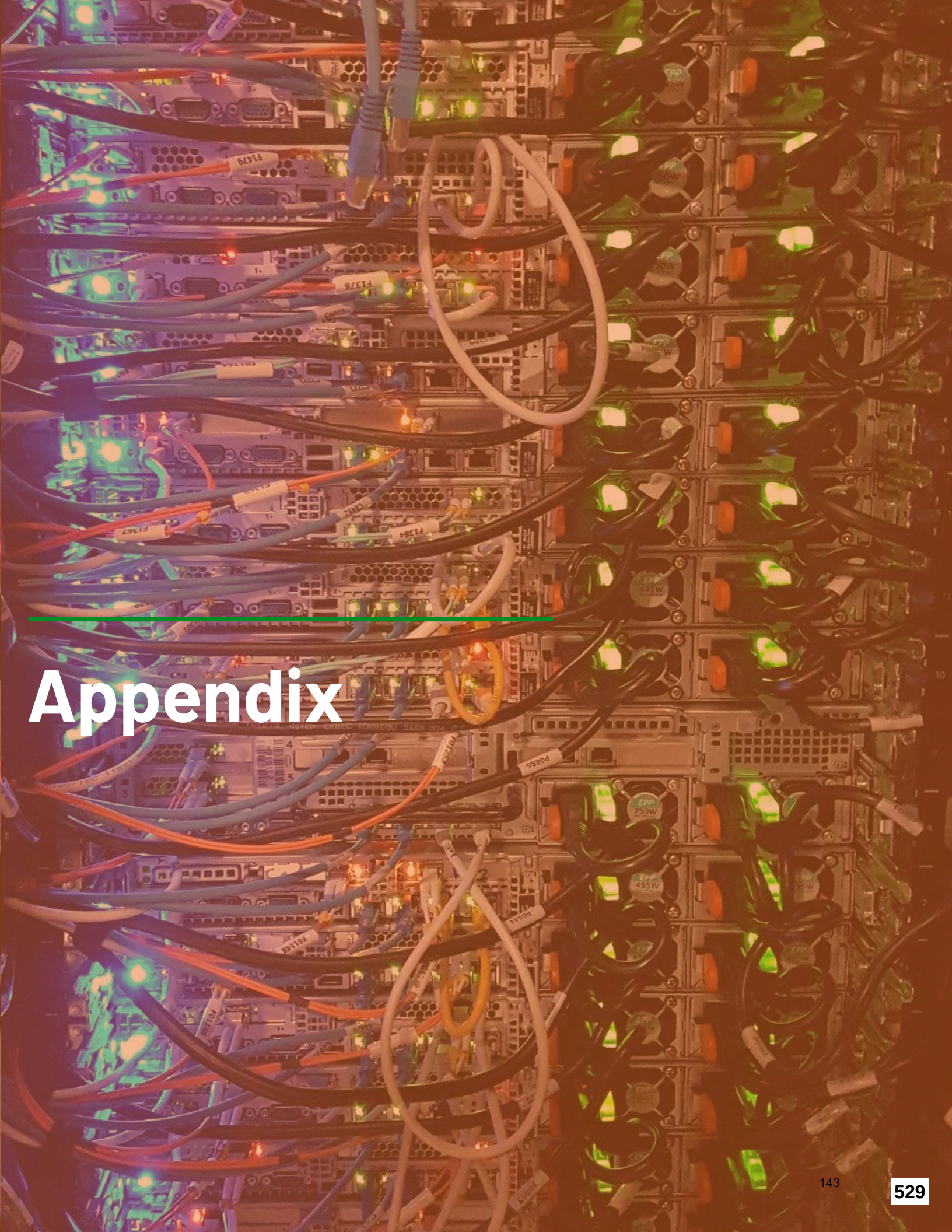
Drawing upon our extensive experience and a strong track record of success, SPN Solutions places great importance on showcasing the quality of our performance in comparable and/or similar projects. We understand the significance of evaluating our ability to meet and exceed expectations in delivering services and/or items outlined in this RFP. Our past engagements in projects of a comparable nature demonstrate our commitment to excellence, customer satisfaction, and successful project outcomes. With a proven track record of delivering high-quality results, we have consistently met project objectives and garnered positive feedback from clients. SPN Solutions' dedication to delivering exceptional performance sets us apart, and we are confident that our expertise and commitment to quality will translate into the successful fulfillment of the City of Winter Springs' requirements.

f. Whether the PROPOSER can provide the service and/or items in a prompt and timely fashion.

Prompt and timely service delivery is a top priority for SPN Solutions. We understand the importance of meeting project timelines and deadlines to ensure seamless operations for the City of Winter Springs. With a strong focus on effective project management and resource allocation, we are well-equipped to provide the required services and/or items in a prompt and timely fashion. Our team is committed to efficient planning, proactive communication, and diligent execution to ensure that deliverables are met within the agreed-upon timeframe. We prioritize timely responsiveness to any inquiries, concerns, or requests, and strive to maintain open lines of communication throughout the project duration. SPN Solutions is dedicated to delivering services promptly, ensuring that the City's needs are met in a timely manner and minimizing any disruptions to operations.

g. Quality of proposed contract.

SPN Solutions looks forward to completing a proposed contract based on the requirements and proposed services outlined within this RFP, and our response. We are confident the final contract will address all needs and priorities of the City.



Appendix

SPN Solutions Inc.

Daryl Davies

Service Delivery Director

CLEARANCE

DoD Top Secret SSBI (IT-1) Status - Active

SUMMARY

More than 15 years of continuous IT experience, providing vision and support in managing, developing, designing, and implementing information technology initiatives with a high concentration on network engineering and security.

EDUCATION/ CERTIFICATIONS & TRAINING

- M.S., Information Technology (Information Assurance), University of Maryland.
- CompTIA Advanced Security Practitioner Certification (CASP); Network+ Certified Professional.
- EC-Council Licensed Penetration Tester (LPT); Certified Defense Network Architect (CDNA); Certified Ethical Hacking and Counter Measures; Certified Security Analyst (CSA).
- Cisco Certified Data Center Network Infrastructure Design Specialist (DCNIDS); Certified Design Associate (CCDA).
- Juniper Networks Certified Internet Specialist - Firewall/VPN (JNCIS-FW).
- ITIL V3.

WORK EXPERIENCE

IT Service Delivery Lead: SPN Solutions Inc.
06/2020 - Present

- Accountable for ensuring IT services meet customer needs and expectations as agreed to in the published service catalog or other service offering.
- Perform operations management and/or delivery of services that includes full life cycle management for each service: definition, design, implementation, and operation, as well as the evolution of service offerings in partnership with stakeholders.
- Responsible for all phases of life cycle management of the service and to ensure continuous improvement efforts are dedicated to delivering high performing, reliable, and consistent operations and developing tech culture-based teams while optimizing costs and delivery times.
- Standardize work intake processes, prioritizing work, and all aspects of workforce planning including ensuring direct reports are adequately trained, aligning resources with appropriate assignments, and managing team performance.
- Provide structure, guidance and support for budget planning and staffing for delivery of service.

Network Subject Matter Expert: SPN Solutions Inc. (DHA)
05/2018- 6/2020

- Performed Infrastructure Discovery and created SDD Capacity Services Infrastructure Components and Layout guide, design, and plan for infrastructure components such as:
  - Networking: Routing, Site Selection, DNS Services, Network Infrastructure Layout, Application Categorization, Load Balancing, Internal Routing, Firewalls, Switching, VPN Gateway/Secondary, Replication Network Infrastructure, and SMTP Services.
  - Storage: SAN Storage Infrastructure, GPFS-Based Replication, and Netapp Storage.
  - Systems Servers: Active Directory / Domain Controllers, Host-Based Replication.
- Created network strategy for the DHA Network Protection Suite to have local high availability (dual routers, switches, firewalls, IDS, IPS, etc.)
- Performed proof of concept and requirements gathering for the SDD AppDynamics Application Performance Monitoring initiative and deployed the product in a STIGGED lab environment. Configured AppDynamics to perform CAC Authentication through the iAS Identity Manager. Gathered information for licenses and various applications monitoring metrics and dashboard layout. Developed the SPLUNK Log Aggregation requirements and correlated application monitoring against the RMF controls.

WORK EXPERIENCE

Project Manager: US Department of Defense (DISA – Mission Partner Engagement) Contractor
05/2012–05/2018

- Managed small to large-sized project tasks that included: managing scope, schedule, resources, risks/issues, and cost. Supported the creation of project management best practices, tools, and ways to drive efficiency to reduce costs and add value.
- Developed plans, including budgets and schedules, and monitored tasks to meet contractual/project requirements. Monitored and reported performance against plans to ensure that contractual, cost, and schedule objectives were met. Developed and maintained an Integrated Master Schedule (IMS) that included project milestones and dependencies.
- Applied analytical, writing, and editing skills to produce or contribute to presentations, reports, and program deliverables, including various programmatic and contractual reports (e.g. monthly status and schedule status), schedules, and presentations.
- Attended and supported meetings, reviews/audits, working groups, and briefings at other facilities as determined by the program leadership.

Principal Network Architect – (DISA): US Department of Defense (DISA-SI32-MHS CME) – Contractor
08/2008–05/2012

- Served as a) Network lead for the migration of MHS / DHSS legacy applications into the DMZ Extension network; and b) Network BRAC leads for MHS applications from Denver Hosting Center to DISA DECC San Antonio.
- Developed and implemented network-related documents, procedures, and standards such as Concept of Operations (CONOPS), Implementation Plan, and Test and Acceptance Plan. Researched and developed solutions in response to customer requirements, DoD policies, and directives. Evaluated, proposed, and diagrammed/documented network flows, layouts, and scenarios to support the implementation of engineering solutions, while ensuring compliance with STIG, Federal Information Processing Standard (FIPS) Certification, common criteria, and Public Key Infrastructure (PKI) standards.
- Designed MS SQL 2012 Always On, Failover Cluster Infrastructure, MS Active Directory Sites, Subnet Domain Controller Infrastructure, and Global Domain and LDAP structure.
- Planned and designed Virtual Desktop Infrastructure for 300 active desktops.

Senior Network Engineer: US Department of Transportation / Office of the Chief of Information Officer, Bowhead
07/2003–08/2008

- Supported an enterprise network of over 1000 onsite and remote users.
- Performed Cisco IOS Software upgrade on network devices. Supported T1, T2, DS3, Frame Relay, DSL, and ATM WAN connections, while setting up VTP, VLANS trunking, port security, and creating ACL on Cisco switches. Used CiscoWorks LAN Management solution for simplified configuration and troubleshooting network problems. Configured and installed WiFi using Cisco and Aironet equipment. Used Solarwinds, HP Openview, and WhatsUp Gold Network Management tools for management and monitoring.
- Led migration of networks of several DOT agencies. Led Network Hardware Tech Refresh initiatives. Designed and implemented Network Admissions Control for DOT Remote Access users.

SPN Solutions Inc.

CLEARANCE

DoD Secret - Status Active

SUMMARY

More than 20 years of continuous IT experience in project planning, implementation, and execution. Proven ability to support multiple advanced-level projects with medium to high complexity. Consistent track record of on-time and on-quality delivery with strong collaboration skills and techniques which define alternate solutions; resolve conflict; and create lasting, productive partnerships.

CORE COMPETENCIES

- Proficient in the use of project management methodologies, including resource and change management practices.
- Highly organized with strong time management skills, often managing multiple projects at once, ensuring that deliverables are on time, within budget and at the appropriate level of quality.
- In-depth knowledge of systems analysis, development, planning and documentation methods and standards.
- Ability to develop strong working relationships with internal and external business partners to ensure collaborative teamwork.
- Demonstrated strong analytical skills to solve problems and make critical decisions that affect the project.
- Highly proficient in identifying potential risks, generating solutions and choosing the appropriate course of action using root cause analysis.

Tara Burkhalter

Service/Support Center Manager

WORK EXPERIENCE

IT Service Support Center Manager: SPN Solutions Inc.
12/2020 - Present

- Lead multiple IT Delivery teams and provide expert ticket handling in an integrated evolving Service Desk Model; troubleshoot, resolve, tested, and validate solutions to customer problems.
- Responsible for customer-facing IT support and overseeing daily operations of the SPN Support Center activities.
- Create a strategic vision, provide daily and weekly service statistics, develop and carry out quality assurance activities, lead projects, develop and deploy knowledge-centered support methodologies, and reconcile issues raised to management.
- Prioritize tickets and assign them to team members to achieve the most efficient outcome.
- Resolve problems or contacts requiring more senior technical support as necessary.
- Conducts technical research for sources of information required in support of requests for information related to ongoing programs and proposal efforts.
- Interacts with team members, such as network services, software engineering, and/or applications development to restore services and/or identify and correct the core problem.
- Lead the team to achieve SLAs through proper ticket interactions and problem prioritization.
- Help achieve customer satisfaction targets through problem resolution.
- Support Operations functions using ITIL best practices.
- Participate in customer and team meetings, support documentation, create knowledge articles and support continual process improvement.

Subject Matter Expert III: SPN Solutions Inc. (Walter Reed Hospital)
7/2017 - 12/2020

- Composed, prepared, and assembled correspondence summaries and briefs for Executive Management.
- Assisted in the evaluation and development of proposed policies and initiatives.
- Responded to requests for information from WRNMMC Executive Secretariat.
- Prepared technical reports by collecting, analyzing, and summarizing information and trends.
- Supported documentation development, including establishing governance framework/processes, and standard operating procedures.

WORK EXPERIENCE

- Identified issues, obtained relevant information, and related/compared facts from different sources.
- Established improvement and sustainment targets for metrics and facilitate exception-based discussions when measurements were out of acceptable range.
- Analyzed processes and workflows to identify timeframes and possible barriers to the efficient operation of business activities.
- Developed and documented methods and procedures for user systems.
- Facilitated meetings, including compiling agendas, facilitating discussion, and developing meeting minutes.

Business Analyst: Bureau of Medicine and Surgery – Contractor
5/2011-07/2017

- Monitored project progress by tracking activity; resolving problems; publishing progress reports; recommending actions.
- Prepared technical reports by collecting, analyzing, and summarizing information and trends.
- Performed daily, weekly, and monthly reviews and analyses of current processes using operational metrics and reports.
- Translated business rules and requirements into appropriate process workflows and charts.
- Improved systems by studying practices; designing modifications.
- Developed test plans, scenarios, and scripts, and performed quality assurance testing for OPPM.
- Tracked project timelines, report key milestones, and prioritized tasks for Portfolio Leaders.
- Partnered with stakeholders and managed the project schedule, identified risks/issues, developed mitigation plans, and escalated to leadership as necessary.
- Supported documentation development, including establishing governance framework/processes, and standard operating procedures.

Regional Advanced Service Manager: Comcast Corporation
08/2004-05/2011

- Planned, budgeted, scheduled, and executed all stages of enterprise software, hardware, and system implementations.
- Participated in the planning and execution of the residential and business voice services in the Mid-Atlantic region.
- Assessed business implications for each project phase and monitored progress to meet deadlines and standards.
- Planned, developed, and administered in adherence with national and regional customer service objectives.
- Monitored customer service productivity in accordance with established policy to assure adherence as well as completeness in all customer transactions.
- Ensured competence and continuity of qualified staff through optimum selection, training and development, appraisal, and motivation techniques.
- Professionally handled all escalated issues and resolved customer concerns.
- Managed day-to-day Tier 2 support team that supported customer installation, connectivity, software configuration, user profile updates, and telephony switch provisioning and troubleshooting.

SPN Solutions Inc.

Christopher Baxter

Senior Network Operations Center (NOC) Manager

CLEARANCE

DoD Secret - Status Active

SUMMARY

Over 20 years of professional experience in installing, configuring, integrating, and automating data center technologies in VMware/Windows IBM AIX, and Linux administration Managed server and network infrastructures and data center operations across multiple platforms. Experienced in installing, upgrading, patching, configuring, administrating, and maintaining various infrastructure equipment.

EDUCATION/ CERTIFICATIONS & TRAINING

- CompTIA SYS-201 Security+ Certification (DoD 8570-01M)
- Certified Ethical Hacker Certification
- VMware Certified Professional VCP5
- Microsoft Certified Professional (MCP)

WORK EXPERIENCE

Senior NOC Manager: SPN Solutions Inc.
12/2020 - Present

- Lead SPN Network Operations Center (NOC) which includes a technician team of diverse individuals, the oversight of the physical center, and the overall operation to ensure the reliability of the SPN network.
- Responsible for live monitoring of network feed through monitoring, issue management and continuous problem-solving.
- Responsible for managing regular business-hour and after-hours trouble and maintenance work in a manner that meets both customer expectations and service level agreements (SLAs).
- Perform diagnostics during outages and urgent issues working with supporting teams to drive to a resolution Ticket creation for real-time but non-urgent issues.
- Collaborate with support teams to perform a proactive review of open network issues tracking against supporting team SLAs and network KPIs.
- Perform system validations to ensure the customer user interface reflects the current state of the network.
- Oversee responding individuals and others who oversee planned network changes, emergency restoration, locating, and equipment maintenance and records integrity.

Senior Systems Administrator: (Defense Information Systems Agency)
11/2013- 12/2020

- Performed daily management of Windows 2012 2016 Active Directory (AD), GPO's Group Policy Manager, GPO Security Policies, AGPM (Advanced Group Policy Management), DNS, DHCP, WINS, Microsoft Exchange 2003/2007/2010/2013 and administration.
- Worked within the VMware vSphere/vCenter building and maintaining guest virtual machines as needed and performing tasks on the ESXi hosts CLI.
- Performed VMware implementation and expansion work. Created troubleshot Virtual Network, ESX Virtual Machines. Created templates from VMs and deployed VMs from templates.
- Installed and maintained Windows Key Management System (KMS) server, Volume Activation Management Tool (VAMT). This provided KMS and Active Directory system licensing functionality and management.
- Administered Microsoft Exchange 2010 and 2016 Infrastructure Services (DoD Email) such as but not limited to ActiveSync, AutoDiscover, DAG, RBAC, PowerShell, DLP, E-Discovery, OAB, EAC, Public Folders, Exchange client protocols, Exchange Server Roles, DNS, IIS, AD, SSO.

WORK EXPERIENCE

- Configured Windows Multipathing policies to configure multipath LUNs from NetApp FAS Solutions 6240, 6080s, 3270s, 3070s and HP 3PAR SAN.
- Configured and Administered NFS, DNS, CIFS, FTP, SFTP, robocopy and LDAP on Windows Server 2008/2012/2016 server environment.
- Worked closely with Tier III vendors on Operating System settings, and STIG requirements as well as assisting in configuring and troubleshooting Tier III applications such as Oracle, DB2, Websphere, and Business Objects.
- Administered Development of Virtual Machines hosted on Amazon Web Services (AWS) Gov-Cloud and Microsoft Azure.
- Configured and maintained Microsoft Glacier for AWS Server Backup.
- Configured and maintained Microsoft Azure Recovery Services Vaults and ensured that backups are successfully pushed from the VMs on the Azure Cloud to the DISA Enterprise Backup Network libraries.
- Reviewed backup reports to ensure that backup jobs are successful and investigated unsuccessful backup jobs.
- Administered IBM Tivoli Storage Manager Backup and Recovery Administration (Physical and Virtual Tape).
- Used Microsoft System Center Configuration Manager (SCCM) and Bladelogic for server patching.
- Managed the installation of software and hardware, system fixes, updates, and enhancements.
- Performed documentation of the physical configuration of information systems.
- Optimized the functionality of networks and systems. Ensured compliance with established information security/information assurance policies, principles and practices are maintained.

Senior Network Engineer: Perot Systems
10/2003–11/2013

- Provided reliable support with very limited supervision.
- Prioritized work on several concurrent assignments through efficiency, involving the manager as necessary.
- Implemented and supported local area network (LAN) and campus area (CAN) hardware and software.
- Analyzed customer workflow and procedures to recommend operational support tools and technologies to satisfy customer needs.
- Ensured that workstations/ server data integrity by evaluating, implementing, and managing appropriate software/hardware solutions.

Electronic Technician Second Class: U.S. Navy
09/1997–09/2003

- Served as a lead technician and senior network administrator for the ship-wide secret SIPRNET LAN.
- Recognized lead technician and mentor for junior personnel.
- Was Responsible for training junior personnel and supervising the completion of work assignments for the division.
- Maintained network reliability and uptime to maintain 100% connectivity.
- Implemented upgrades of hardware and software as they became available and ensured compatibility with new technologies.
- Maintained 100% backup of all servers as well as email. Maintained exchange 5.5 servers and ensured high-level message traffic reliability.

SPN Solutions Inc.

Joseph Matyaz

Senior Security Operations Center (SOC) Manager

CLEARANCE

DoD Secret - Status Active

SUMMARY

Over 30 years of continuous Information Technology experience. Support DoD Risk Management Framework (RMF) support for Information Systems (IS), enclaves, and applications.

EDUCATION/ CERTIFICATIONS & TRAINING

- Bachelor of Architecture, Pennsylvania State University, May 1992
- Completed Data Systems (computer) Option and Architectural Option
- AMA Communication and Interpersonal Skills for Technical Professionals
- AMA Leadership skills and Team Development for Technical Professionals
- Bay Network Accelerated Router Configuration
- Cisco UCS Director Test Drive for Technical Decision Makers
- Cisco UCS System core
- EMC Symmetrix Configuration Management
- Global Knowledge Introduction to IPv6: Protocols, Services, and Migration
- SANS Institute Hacker Techniques, Exploits, and Incident Handling
- SANS Institute Windows Memory Forensics In-Depth
- SANS Institute Securing Windows
- SANS Institute Windows NT Security
- SQL Server Administration for Client Server Development
- Symantec NetBackup Administration
- VMware Infrastructure Fast Track

WORK EXPERIENCE

Senior SOC Manager: SPN Solutions Inc.
09/2017 - Present

- Maintains overall responsibility for the day-to-day running of the SPN Security Operations Center (SOC). Central to this responsibility is translating cybersecurity strategies into actionable tactical activities within the SOC.
- Play a significant role in long-term SOC strategy and planning, including initiatives geared toward operational excellence through the development and support of strategic plans and projects to meet Security and SOC goals and objectives.
- Leads security incident response efforts and maintains an in-depth knowledge of common attack vectors, common security exploits, and countermeasures.
- Responds to all information security-relevant events (hacker intrusions, virus infections, denial of service attacks, etc.).
- Responsible for developing and administering incident response programs with multiple layers of incident detection.
- Serve as a trusted advisor during incident response and coordinate between the technical team and client management/stakeholders and ensure that both internal and external parties ensure timely and correct information.
- Coordinates with clients to identify and coordinate access to data that assists in incident detection and response as appropriate.
- Ensure that all internal projects are tracked, coordinated, and reported in collaboration with the appropriate SOC project teams and the project management office.
- Maintain responsibility to produce robust operational and executive level metrics to provide system status, event handling statistics, operational effectiveness and efficiency, performance metrics, and to develop procedural recommendations. This includes coaching staff to identify measurable components of their processes and procedures.
- Develops, administers, and oversees the updating of processes and procedures and reviews applications to ensure that the SOC's controls, policies, and procedures are operating effectively.
- Manage and lead a team of analysts including directly supervising and coaching analysts across different functional areas and providing guidance and oversight for 24x7 SOC.
- Work with common security tools such as Endpoint Detection and Response, Network Intrusion Detection, Security Information and Event Management, and Vulnerability Management tools.
- Perform vulnerability management, network operating systems, and threat actor techniques, and leverage information to appropriately gauge and reduce technical and organizational risk.

WORK EXPERIENCE

Senior Cyber Security Specialist: (Military Health Services)
12/2015– 09/2017

- Appointed as Information System Security Officer (ISSO) for MHS GENESIS (Electronic Health Record system) and AppDynamics Ansible Tower GovCloud.
- Followed Defense Health Agency (DHA) Risk Management Framework (RMF) processes and achieved a 3-year Authority to Operate (ATO).
- Performed cyber security management using the Enterprise Mission Assurance Support Service (eMASS) repository.
- Managed vulnerability resolution via POAM process, including detailed justifications for program-required non-compliant items.
- Reported on vulnerability remediation activities, scanning and analysis, and STIG/SRG Checklist review.
- Facilitated collaborative and proactive work practices across disciplines between program office and multi-vendor environment to drive delivery of technical solutions.

Senior Disaster Recovery Specialist: Recovery Point System
06/2001–12/2015

- Served as a Senior member of the Operations Team that supported recovery services for Public and Private sector entities across the country.
- Assisted with customer system recovery for recovery exercises and following disaster declarations.
- Oversaw the entire test preparation process from planning through post-test follow-up.
- Assisted with hosting customer equipment in the onsite hosting data center.
- Experience in Intel-based hardware from IBM, HP, Cisco, and Dell, as well as IBM pSeries, IBM zSeries, and Brocade Fibre Channel switches.
- Served as a Subject Matter Expert for storage systems from IBM, NetApp, HP, and EMC
- Performed management of Virtual Tape systems and remote replication.
- Created enterprise-wide networking designs and performed implementations.
- Engaged in pre-sales recovery design work with potential customers.

RFP #06-23-01 JD Name: IT Managed Services Date: August 16, 2023 **Evaluator: Team Scoring**

Criteria	Max Points	SPN Solutions	United Data Technologies	Soft Sages	Pace Systems
Related Experience/Background with Managed IT Service	15	13-13-0	13-0-15	14-14-0	13-0-0
Related Experience/Background providing IT Managed Services to Municipalities	15	13-14-0	14-0-5	13-14-0	10-0-0
Related Experience/Background Supporting Emergency Operations Centers	15	13-14-0	14-0-1	14-14-0	0-0-0
Demonstarted Capacity to Provide Proposed Managed IT Services	10	8-2-0	8-0-10	8-8-0	8-0-0
Reference 1	8	7-2-0	7-0-3	7-7-0	7-0-0
Reference 2	7	6-2-0	6-0-3	6-6-0	3-0-0
Cost Proposal	30	20-20-0	15-0-10	20-20-0	20-0-0
Bonus Points - Certified Minority Business	3	3-3-0	3-0-3	3-0-0	3-0-0
TOTAL	103 X 3	153	130	168	64

Criteria	Max Points	Essential Net Solutions	Sissines Business Solutions		
Related Experience/Background with IT Managed Services	15	14-15-15	13-0-5		
Related Experience/Background providing IT Managed Services to Municipalities	15	15-15-15	13-0-1		
Related Experience/Background Supporting Emergency Operations Centers	15	14-15-11	0-0-1		
Demonstrated Capacity to Provide Proposed Managed IT Services	10	9-10-9	8-0-5		
Reference 1	8	7-8-8	7-0-3		
Reference 2	7	6-7-6	6-0-3		
Cost Proposal	30	20-20-25	20-0-16		
Bonus Points - Certified Minority Business	3	3-3-3	3-0-0		
TOTAL	103 X 3	273	104		

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Consideration of Amendment to Winter Springs Retirement System Investment Policy Statement

SUMMARY

Attached is the recommended response to the recently adopted Florida statutory amendment (*CS/CS/HB 3 - Government and Corporate Activism*) prepared by AndCo.

House Bill 3 (HB 3) governs the investment of public funds, along with related investment topics. The bill contains twenty-eight sections governing state funds, local funds, and qualified public depositories, among other financial institutions. The law took effect starting on July 1, 2023.

HB 3 contains a series of prohibitions on Environmental, Social and Governance (ESG) targeted investment practices, and requires associated compliance reporting methodology yet to be released. AndCo will be required to complete any reporting requirement and there is no anticipated change to the plan.

The Board of Trustees recommended approval of the revised Investment Policy Statement at their August 10, 2023 meeting.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the approve and adopt the revised Investment Policy Statement.

CITY OF WINTER SPRINGS

(Plan Sponsor)

GENERAL EMPLOYEES' RETIREMENT SYSTEM

Investment Policy Statement

I. PURPOSE OF INVESTMENT POLICY STATEMENT

The Pension Board of Trustees, as named fiduciaries, maintains that an important determinant of future investment returns is the expression and periodic review of the Plan's investment objectives. To that end, the Board has adopted this statement of Investment Policy and directs that it apply to all assets under their control.

In fulfilling their fiduciary responsibility, the Board recognizes that the retirement system is an essential vehicle for providing income benefits to retired participants or their beneficiaries. The Board also recognizes that the obligations of the Plan are long-term and that investment policy should be made with a view toward performance and return over a number of years. The general investment objective, then, is to obtain a reasonable total rate of return - defined as interest and dividend income plus realized and unrealized capital gains or losses - commensurate with the Prudent Investor Rule and any other applicable statute.

Reasonable consistency of return and protection of assets against the inroads of inflation are paramount. However, the volatility of interest rates and securities markets make it necessary to judge results within the context of several years rather than over short periods of two years or less.

The Board will employ professional Investment Management firms to invest the assets of the Plan. Within the parameters allowed in this document, the Investment Managers shall have full discretion, including security selection, sector weightings and investment style.

The Board, in performing their investment duties, shall comply with the fiduciary standards set forth in Employee Retirement Income Security Act of 1974 (ERISA) at 29 U.S.C. s. 1104(a) (1) (A) – (C). In case of conflict with other provisions of law authorizing investments, the investment and fiduciary standards set forth in this section shall prevail.

II. TARGET ALLOCATIONS

In order to provide for a diversified portfolio, the Board has engaged several Investment Management firms. The managers are responsible for the assets and allocation of their mandate only and will be provided an addendum to this policy with their specific performance objectives and investment criterea.

Asset Class	Target	Range	Benchmark
Domestic Equity Securities	50%	45% - 55%	Russell 3000
Foreign Equity Securities	15%	10% - 20%	MSCI ACW xUS (net)
Composite Equity Portfolio	***65%***	***55% - 75%***	
Broad Market Fixed Income	15%	10% - 30%	Bloomberg Barclays U.S. Intermediate Aggregate
Non - Core Fixed Income*	10%	0% - 20%	Strategy Index**
Composite Fixed Income Portfolio	***25%***	***10% - 40%***	
Direct Real Estate*	10%	0% - 15%	NFI-ODCE (eqwt.)
Alternative*	0%	0% -15%	Strategy Index**
Cash & Cash Equivalents	0%	0% - 5%	Citigroup 3-mth U.S. T-bill

**Benchmark will default to "broad market fixed income" if these portfolios are not funded. Targets and ranges above are based on market value of total Plan assets.*
***The "strategy index" for other assets is defined as the most appropriate index, combination of indices, or absolute return target for the investment(s) in question.*

The Trustees will monitor the aggregate asset allocation of the portfolio, and will rebalance to the target asset allocation based on market conditions. If at the end of any calendar quarter, the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. To the extent possible, cash contributions into and withdrawals from the portfolio will be executed proportionally based on the most current market values available. The Trustees do not intend to exercise short-term changes to the target allocation.

III. INVESTMENT PERFORMANCE OBJECTIVES

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Investment Managers.

A. Total Portfolio Performance

1. The performance of the total portfolio will be measured for rolling three and five year periods. The Target Index for the Plan is defined in the TARGET ASSET ALLOCATION table included within this policy

2. On a relative basis, it is expected that the total portfolio performance will rank in the top 40th percentile of the appropriate peer universe over three and five-year time periods.

   On an absolute basis, it is expected that total return of the combined portfolio will equal or exceed the actuarial earnings assumption.

B. Equity Performance

The combined equity portion of the portfolio, defined as common stocks and convertible bonds, is expected to perform at a rate at least equal to the 77% Russell 3000 Index, 23% MSCI ACW xUS (net) Index. Individual components of the equity portfolio will be compared as outlined in Schedule A. All portfolios are expected to rank in the top 40th percentile of the appropriate peer universe over three and five-year time periods.

C. Fixed Income Performance

The overall objective of the fixed income portion of the portfolio is to add stability, consistency, and safety to the total portfolio. The fixed income portion of the portfolio is expected to perform at a rate at least equal to a blended index comprised of 60% Bloomberg Barclays Capital U.S. Aggregate Bond Index (a subset benchmark(s) of similarly investable securities may be applied) and 40% Non-Core Fixed Income **strategy index. All portfolios are expected to rank in the top 40th percentile of the appropriate peer universe over three and five-year time periods.

D. Non - Core Fixed Income

Shall be defined as invests in various classes of fixed income securities oriented towards credit. The role of this pool is to provide growth of capital and income generation, utilizing strategies that fall within the range of traditional fixed income/credit strategies. Some of these strategies may not be liquid allowing the Retirement Plan to take advantage of illiquidity premiums available in these markets. Investments may include Global Fixed Income, unconstrained bond strategies, structured credit securities, high yield corporate bonds, direct lending strategies, opportunistic credit funds, and distressed debt strategies. Eligible investments may include both rated and non-rated securities. Rated securities may include those rated below investment grade. The portfolio is expected to perform at a rate at least equal to a blended index comprised of **the strategy index as defined in the Asset Allocation Table.

E. Real Estate Performance

The overall objective of the real estate portfolio of the portfolio, if utilized, is to add diversification and another stable income stream to the total fund. The real estate portion of the total fund, defined as core, open ended private real estate, is expected to perform at a rate at least equal to the NFI-ODCE equal weight Index and rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods. Please also see attached addendums for performance objectives.

F. Alternatives

The overall objective of the alternative portion of the portfolio, if utilized, is to reduce the overall volatility of the portfolio and improve potential absolute returns. This portion of the fund is expected to provide an absolute rate of return and will be benchmarked as outlined in the manager addendum **strategy index.

IV. INVESTMENT GUIDELINES

A. Authorized Investments

Pursuant to the investment powers of the Board of Trustees set forth in the plan and trust documents; and subject to governing Florida Statutes and the governing local ordinances of the City of Winter Springs, the Board of Trustees sets forth the following investment guidelines and limitations on investments:

All separately managed investments shall be limited to the following:

1. Equities:

    a. Traded on a national exchange.

    b. Not more than 5% of the Plan's assets, at the time of purchase, shall be invested in the common stock, capital stock or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company.

2. Fixed Income:

    a. All direct investment in fixed income securities shall have a minimum rating of investment grade or higher as determined by at least one major credit rating service.

    b. The value of bonds issued by any single corporation shall not exceed 3% of the total fund.

3. Money Market:

    a. The money market fund or STIF provided by the Plan's custodian.

    b. Government paper backed by full faith & credit of the United States Government.

4. Real Estate:

    a. Shall be limited to commingled funds. Investments must be independently appraised annually. Commingled fund debt holdings shall be considered independently of Fixed Income, and may include both rated and non rated debt.

5. Alternatives

    a. Investments not described under any other asset class, may be utilized to reduce the overall volatility of the portfolio and improve potential absolute returns. All alternative investments shall be independently custodied and provide for transparency of investment.

6. Foreign Securities:

    Limited to fully and easily negotiable securities, or commingled funds with investments in such securities.

7. Commingled Funds/Mutual Funds & Exchange Traded Funds:

    Investments made by the Board may include commingled funds. For purposes of this policy such funds may include, but not be limited to, mutual funds, commingled funds, and exchange-traded funds.

    a. Such funds may be governed by separate policy which may include investments not expressly permitted in this Investment Policy Statement. In the event of investment by the Plan into a fund the Board will adopt the prospectus or governing policy of that fund as the stated addendum to this Investment Policy Statement.

    b. The asset classification of the fund will be based upon its investment objective.

B. Trading Parameters

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commissions paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades placed by each manager on behalf of the Plan will be governed by the Portfolio Management Agreement between the Plan and the Investment Managers.

C. Limitations

1. Investments in corporate common stock and convertible bonds shall not exceed seventy-five percent (75%) of the Fund assets at market.

2. Foreign securities shall not exceed twenty percent (25%) of the value at market of the Fund.

3. Alternative investments shall not exceed 15% of the value at market of the Fund

D. Absolute Restrictions

There will be no investment activity in the following:

1. Any investment prohibited by State or Federal Law.
2. Illiquid investments in excess of limitations as described in Chapter 215.47 (15), Florida Statutes; 2019.

3. The Board and its Investment Managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services. The term "pecuniary factor" is defined as a factor that a named fiduciary "prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the investment program. The term does not include the consideration of the furtherance of any social, political, or ideological interests." [112.662(1)]. In selecting Investment Managers, only pecuniary factors may be considered and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. [112.662(2)]. Only pecuniary factors may be considered when voting proxies. [112.662(3)]

V. COMMUNICATIONS

A. On a monthly basis, the custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets. On a quarterly basis, the Investment Managers shall provide a written report affirming compliance with the security restrictions of Section IV above and a summary of common stock diversification and attendant schedules.

B. In addition, the Investment Managers shall deliver each quarter a report detailing the Plan's performance, adherence to the investment policy, forecast of the market and economy, portfolio analysis and current assets of the Plan. Written reports shall be delivered to the Board within 30 days of the end of the quarter. A copy of the written report shall be submitted to the person designated by

the City, and shall be available for public inspection. The Investment Managers will provide immediate written and telephone notice to the Board of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section IV above.

C. The Investment Managers will disclose any securities that do not comply with section IV in each quarterly report.

D. If the Plan owns investments at the end of a calendar quarter that complied with section IV at the time of purchase, which do not satisfy the applicable investment standard, then such investment shall be disposed of at the earliest economically feasible opportunity in accordance with the prudent man standard of care and no additional investment may be made. However, an action plan outlining the disposition strategy shall be provided to the Board immediately.

E. The Investment Consutlant shall evaluate and report on a quarterly basis the rate of return and relative performance of the Plan.

F. The Board will meet quarterly to review the monitoring service's performance report. The Board will meet with the investment manager and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the Plan on a periodic basis.

G. At least annually, the Board shall provide the Investment Managers with projected disbursement needs of the Plan so that the investment portfolio can be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To this end the Investment Managers should, to the extent possible, attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.

H. The Board shall timely comply with the reporting requirement of Section 112.662 by filing a comprehensive report by December 15 of each odd-numbered year. [112.662(4)]. Investment managers and the Board's Investment Consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

VI. COMPLIANCE

A. It is the direction of the Board that the plan assets are held by a third party custodian, and that all securities purchased by, and all collateral obtained by the plan shall be properly designated as Plan assets. No withdrawal of assets, in whole or in part, shall be made from safekeeping except by an authorized member of the Board or their designee. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis to insure that the custodian will have the security or money in hand at conclusion of the transaction. Provided that all approved vendors transacting repurchase agreements perform as stated in any Master Repurchase Agreement.

B. At the direction of the Board operations of the Plan shall be reviewed by independent certified public accountants as part of any financial audit periodically required. Compliance with the Board's internal controls shall be verified. These controls have been designed to prevent losses of assets that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the Board or employees of the plan sponsor, to the extent possible.

C. Each member of the Board shall participate in a continuing education program relating to investments and the Board's responsibilities to the Plan. It is highly suggested that this education process begin during each Trustee's first term.

D. With each actuarial valuation, the Board shall determine the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. This determination shall be filed promptly with the Department of Management Services, the plan's sponsor and the consulting actuary.

E. The proxy votes must be exercised for the exclusive benefit of the participants of the Plan. Each Investment Manager shall provide the Board with a copy of their proxy voting policy for approval. On a regular basis, at least annually, each manager shall report a record of their proxy vote.

F. Investments for which there is no generally recognized market or consistent accepted pricing mechanism shall be valued at 50% cost. Assets without a fair market value shall be excluded from determination of annual funding cost.

G. The Investment Consultant will provide Investment Managers for consideration based solely on pecuniary factors as defined by Florida Statutes §112.662.

H. If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following: The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

VII. CRITERIA FOR INVESTMENT MANAGER REVIEW

The Board wishes to adopt standards by which judgments of the ongoing performance of a portfolio manager may be made. If, at any time, any three of the following is breached, the portfolio manager will be warned of the Board's serious concern for the Fund's continued safety and performance. If any five of these are violated the consultant will recommend a manager search for that mandate.

- Four (4) consecutive quarters of relative under-performance verses the benchmark.
- Three (3) year trailing return below the top 40th percentile within the appropriate peer group and under performance verses the benchmark.
- Five (5) year trailing return below the top 40th percentile and under performance verses the benchmark.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the IPS or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC).
- Significant asset flows into or out of the company.
- Merger or sale of firm.
- Fee increases outside of the competitive range.

- Servicing issues – key personnel stop servicing the account without proper notification.
- Failure to attain a 60% vote of confidence by the Board.

Nothing in this section shall limit or diminish the Board's right to terminate the manager at any time for any reason.

VIII. APPLICABLE CITY ORDINANCES

If, at any time, this document is found to be in conflict with the City Ordinances, the Ordinances shall prevail.

IX. REVIEW AND AMENDMENTS

It is the Board's intention to review this document periodically, but no less than 3 years, and to amend this statement to reflect any changes in philosophy, objectives, or guidelines. In this regard, the Investment Manager's interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If, at any time, the Investment Manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the Board should be notified in writing. By initialing and continuing acceptance of this Investment Policy Statement, the Investment Managers concur with the provisions of this document.

City of Winter Springs General Employees' Retirement System

_____ _____

Kevin McCann, Mayor Date

ATTEST:

_____

Christian D. Gowan, City Clerk

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Appproval of the Minutes from the Monday, July 10, 2023 City Commission Regular Meeting

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the City Commission approved the July 10, 2023 City Commission Regular Meeting Minutes as presented.

CITY COMMISSION
REGULAR MEETING MINUTES

UNAPPROVED

MONDAY, JULY 10, 2023 AT 6:30 PM

CITY HALL - COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER
Mayor Kevin McCann called the Regular Meeting of Monday, July 10, 2023 of the City Commission to order at 6:35 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Rob Elliott, present
Commissioner Matt Benton, present
Commissioner Victoria Colangelo, present
Commissioner Ted Johnson, present via telephone
Commissioner Cade Resnick, present
Interim City Manager Phil Hursh, present
City Attorney Anthony Garganese, present
Assistant City Clerk Tristin Motter, present

Pastor Kyle Stewart led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Commissioner Benton asked that Item 303 be pulled for discussion. Commissioner Resnick asked that Items 300 and 301 be pulled for discussion. There were no objections and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) 2023 State of the City Message

Mayor McCann introduced the item and then showed the 2023 State of the City video. Mayor McCann noted that the video would be shared on the City website and social media accounts.

101) City Lobbyist Presentation

Mr. Andrew Kalel, Sunrise Consulting Group, Tallahassee, Florida gave an overview of the state budget, policy highlights, and reviewed new legislation that could affect the City. Mr. Kalel briefly discussed the next legislative session and sought input from the Commission on what funding he should pursue.

Interim Manager Hursh suggested looking into grants for the wastewater plant replacement project. The Commission and Staff agreed to develop and share a list of funding priorities.

INFORMATIONAL AGENDA

200) Current Development Projects Summary

No discussion.

PUBLIC INPUT
Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs noted he appreciated the work done by the lobbyist, encouraged the Commission to think big, and spoke in favor of Item 501.

Mr. Michael Blake, 711 Canadice Lane, Winter Spring spoke in relation to Item 501, relayed he was on the Commission at the time of the approved Ordinance related to gas stations and distancing requirements, and noted there was an intent in passing that rule.

Ms. Frances Bedner, 236 Highland Glen Circle, Winter Spring brought forth a concern regarding a neighbor's yard not being kept up.

UNAPPROVED

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs spoke regarding the City's reclaimed water lines asked to have a discussion regarding the reclaim water and what the City's plan with more persons being added the reclaim lines. The City might want to create an ordinance relating to an impact fee to join reclaim

Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs expressed concern regarding bullying and asked that the Commission address allegations made against the former City Manager on social media.

Ms. Gina Shafer, Winter Springs Village, Winter Springs asked the Commission to look into the UCF Incubator and encouraged getting a business plan from them. Ms. Shafer additionally thanked the Mayor for the State of the City video.

Mr. Bob Miller, 679 Silver Creek Drive, Winter Springs spoke regarding Item 501 and discussed the reasons for the previously approved Ordinance related to gas stations and distancing requirements.

Mr. William Morrissey, 965 Sequoia Drive, Winter Springs spoke in favor of Item 501.

CONSENT AGENDA

300) Robert Half Temporary Services - Procurement Manager

Commissioner Resnick asked about the need of this position and asked if the person currently serving as a temporary employee was interested in becoming full time with the City.

301) Pegasus Engineering Civil Engineering Continuing Services - FY22/23 General Stormwater Engineering Support Services

Commissioner Resnick asked about getting a full-time employee for this position.

Brief discussion followed on the topic with no further direction provided.

302) Approval of the Monday, June 12, 2023 City Commission Workshop Minutes

No discussion.

303) Approval of the Monday, June 12, 2023 City Commission Regular Meeting Minutes

Commissioner Benton asked to make a correction to the minutes under New Business and shared the language he thought should have been included. There was no objection and the Commission agreed to have the Clerk amend the minutes and bring them to the next meeting for approval.

"MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEM 303." MOTION BY COMMISSIONER RESNICK. SECONDED BY DEPITY MAYOR ELLIOTT. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)
MOTION CARRIED 5-0.

PUBLIC HEARINGS AGENDA

400) Second Reading and Adoption of Ordinance No. 2023-02: 1333 Highway 17-92 Voluntary Annexation of real property owned by Florida Auto Auction Properties, LLC.

Attorney Garganese read Ordinance 2023-02 by title.

Discussion followed on concerns related to contamination, the property owner's motivation for annexation, and the possibility of waiting to annex the property until the cleanup was completed.

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Commissioner Colangelo relayed conversation with a mitigation specialist and detailed reasons that she would vote in favor of this annexation.

Mr. Jim Willard, Shutts & Bowen, 300 South Orange Avenue, Orlando, representative of Florida Auto Auction Properties, noted the cleanup would be fully funded by the Environmental Protection Agency (EPA) and reiterated the City had virtually no liability.

Further discussion followed on wells and the applicant's willingness to forgo affordable housing development for a period of ten years.

Mr. Willard noted the property owner had no intention of pursuing any residential land use at this time.

Mayor McCann opened the Public Hearing for Item 400.

Mr. Bob Miller, 679 Silver Creek Drive, Winter Springs expressed concerns and noted he was opposed to the proposed annexation.

Ms. Gina Shafer, Winter Springs Village, Winter Springs spoke about the possibility of residential development on the parcel.

Mayor McCann closed the Public Hearing for Item 400.

Mr. Willard noted there would be covenants prohibiting residential use while the site is still contaminated

"MOTION TO APPROVE." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER COLANGELO. DISCUSSION.

VOTE: BENTON (NAY); COLANGELO (AYE); JOHNSON (NAY); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 3-2.

401) Approve the Second Reading/Adoption of Evaluation and Appraisal Report (EAR) based amendments to the Comprehensive Plan (Ordinance 2023-03), amending the Comprehensive Plan related to the Conservation Element.

Attorney Garganese read Ordinance 2023-03 by title.

Mayor McCann opened the Public Hearing for Item 401.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE" [THE SECOND READING/ADOPTION OF EVALUATION AND APPRAISAL REPORT (EAR) BASED AMENDMENTS TO THE COMPREHENSIVE PLAN (ORDINANCE 2023-03), AMENDING THE COMPREHENSIVE PLAN RELATED TO THE CONSERVATION ELEMENT.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

UNAPPROVED

402) First Reading of Ordinance 2023-08 Amending the City of Winter Springs Code of Ordinances, Section 2-30 Regarding the Procedures used by the City Commission for Disclosing Ex-Parte Communications

Deputy Mayor Elliott introduced the item and noted that the proposed changes in the ordinance would make the City's process more consistent with Seminole County.

Attorney Garganese clarified the Ordinance would establish a firm line on when ex-parte communication rules would apply, noted this would be when an application was filed with the City, and would require the Clerk to maintain a log to make disclosure easier for the City Commission.

"MOTION TO READ BY TITLE ONLY." MOTION BY COMMISSIONER RESNICK. SECONDED BY DEPUTY MAYOR ELLIOTT. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Mayor McCann opened the Public Hearing for Item 402.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 402.

Brief discussion followed on when ex-parte communications should be provided to the Clerk. Attorney Garganese noted that best practice would be to provide the disclosure(s) as soon as possible.

"MOTION TO APPROVE FIRST READING OF ORDINANCE 2023-08." MOTION BY DEPUTY MAYOR ELLIOTT. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)
MOTION CARRIED 5-0.

REGULAR AGENDA

500) Digital Billboard Conversion Agreement

Ms. Terrilyn Bostwick, Director, Community Development Department introduced the item and invited questions.

Discussion followed on a previous Code Enforcement violation, the size of the sign, and the possibility of adding City advertisements to the sign.

"MOTION TO APPROVE." MOTION BY COMMISSIONER RESNICK. SECONDED BY DEPUTY MAYOR ELLIOTT. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)
MOTION CARRIED 5-0.

501) Non-Binding Review: Winter Springs Marketplace Corner Lot

Mr. Nick Tafelsky, Senior City Planner, Community Development Department opened the item and gave a brief overview of the applicant's proposal.

Mr. Ryan Stahl, Equinox Development presented the concept of a gas station/convenience store location at the corner of Tuskawilla Road and State Road 434, asked that the Commission consider

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eliminating or waiving the distancing requirements for this project, and noted that the only other interest he has received in the property has been from fast-food restaurants.

Discussion followed on the desire for a sit-down restaurant and the difficulty in attracting certain establishments given population and traffic.

Further discussion followed on the potential of eliminating the distance requirements, what went into the decision to enact the previous ordinance, protecting the intersection, and the need for healthy competition.

MAYOR MCCANN REQUESTED A TWO-MINUTE RECESS STARTING AT 9:11 P.M.

THE MEETING RESUMED AT 9:16 P.M.

502) Waste Pro Annual Performance Review

Ms. Bruno introduced the item and noted a typographical error in the agenda item. MS. Bruno announced that Waste Pro had received a 91.2% satisfaction. Ms. Bruno further relayed that Staff had reached out to address customer concerns that came up in the survey and that Waste Pro had been very responsive.

Brief discussion on survey cost.

"MOTION TO APPROVE." [AFFIRMING THE SOLID WASTE SURVEY RESULTS AND APPROVE WASTE PRO, OUR SOLID WASTE FRANCHISEE, TO RECEIVE THE PERFORMANCE BONUS OF $15,000 (LESS SHARED SURVEY COST), AND ALSO RECEIVE THE ANNUAL EVALUATION REPORT FOR WASTE PRO FOR THE PERIOD OF MARCH 1, 2022 - FEBRUARY 28, 2023 AS SUBMITTED BY STAFF.] MOTION BY COMMISSIONER RESNICK. SECONDED BY DEPUTY MAYOR ELLIOTT. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE)
MOTION CARRIED 5-0.

Ms. Susie Dolan, Waste Pro thanked the City for their partnership.

503) Budget Overview and Proposed Operating Millage Rate for Fiscal Year 2023-2024

Ms. Bruno introduced the item.

Discussion followed on the budget process, the status of the Annual Comprehensive Financial Report (ACFR) and any impact that could have on the millage or decision-making process, and anticipated rate studies.

Ms. Bruno asked that any proposed changes be forwarded to Interim Manager Hursh for consideration in the Tentative Budget.

"I MAKE A MOTION TO ADOPT RESOLUTION 2023-23 SETTING THE PROPOSED MILLAGE RATE AS 2.4100 MILLS AND ESTABLISHING THE ROLLED BACK MILLAGE RATE AT 2.2085 MILLS AND TO ESTABLISH THE DATE, TIME AND PLACE FOR A PUBLIC HEARING REGARDING THE ADOPTION OF THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET AS SEPTEMBER 11, 2023 AT 6:30 PM AT 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA. " MOTION BY DEPUTY MAYOR ELLIOTT. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

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VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

504) 3rd Generation Infrastructure Surtax - Revised Project List

Ms. Bruno introduced the item and noted Staff's request to update the project list to include utility projects.

Discussion followed on an updated City ledger, a review of what Third Generation Sales Tax money could be used for, the anticipated amount of money that would be left over at the end of Fiscal year 2024, and the potential of using these funds for NRCS projects.

Attorney Garganese noted that the money could not be used for improving private property.

"MOTION TO APPROVE." [THE REVISED LIST ATTACHED TO AMEND IT AS DEEMED NECESSARY AND TO AUTHORIZE THE INTERIM CITY MANAGER AND CITY ATTORNEY TO PREPARE AND EXECUTE ANY AND ALL APPLICABLE DOCUMENTS.] MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

505) Hazardous Mitigation Grant Program (HMGP) Discussion

Mr. David Hamstra, Pegasus Engineering relayed the results of the City Manager letter regarding the City's position on the HMGP FEMA project relating to the 25% buy in and the City's not wanting to participate.

Interim Manager Hursh asked that the Commission provide further direction.

Discussion followed on Seminole County's plans to cover the 25% match for certain properties, elevation versus demolition options, anticipated costs, the number of homes in question, and concerns about fairness.

There was no interest in covering elevation costs.

"MOTION TO APPROVE THE CITY TO COVER THE COST OF ACQUISITION AND DEMOLITON (25% MATCH)." MOTION BY COMMISSIONER RESNICK. MOTION DIED FOR LACK OF A SECOND.

Mr. Hamstra noted that he would inform the residents.

506) Discussion on the Seminole County Inspector General Audit of Inter-local 3rd Generation 1 Cent Tax Allocation

Mayor McCann discussed the Seminole County Audit results and entered the "County Attorney's Office Memorandum" related to the penny sales tax into the record. Mayor McCann then reviewed Florida Statutes regarding the penny sales tax and expressed support for the penny sales tax and the benefit it provided.

Ms. Bruno discussed Florida Statutes defining public infrastructure. In response to a question from the Commission, Ms. Bruno clarified that a disputed $2,000,000.00 was never used for maintenance.

Discussion followed on allowable uses for the funds, what third generation sales tax revenues had been used on to date, concerns with how the audit was handled, a potential investigation of the

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507) Designation of Voting Delegate to 2023 Florida League of Cities Annual Conference

"MOTION TO APPROVE MAYOR McCANN AS VOTING DELEGATE." MOTION BY COMMISSIONER RESNICK. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

"MOTION TO APPROVE COMMISSIONER RESNICK AS ALTERNATE VOTING DELEGATE." MOTION BY DEPUTY MAYOR ELLIOTT. SECONDED BY COMMISSIONER COLANGELO. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

508) Appointment Opportunities for City Boards and Committees; Florida League of Cities Legislative Policy Committees

"MOTION TO APPOINT RACHEL HOOD TO THE PLANNING AND ZONING BOARD." MOTION BY DEPUTY MAYOR ELLIOTT. SECONDED BY COMMISSIONER RESNICK. DISCUSSION.

VOTE: BENTON (AYE); COLANGELO (AYE); JOHNSON (AYE); RESNICK (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

Discussion followed on Florida League of Cities Legislative Policy Committees and which of the five (5) committees each Commissioner would like to serve on. The following was agreed upon by the Commission:

Mayor McCann – Finance, Taxation, and Personnel Committee
Commissioner Benton – Municipal Administration Committee
Commissioner Colangelo – Utilities, Natural Resources, and Public Works Committee
Commissioner Johnson – Land Use and Economic Development Committee
Commissioner Resnick - Transportation and Intergovernmental Relations Committee

509) New Business

Deputy Mayor Elliott noted hearing widespread opposition related to the Winter Springs Boulevard speed limit reduction. Brief discussion followed on the rationale for the reduction and the possibility of changing the speed limit back to 30 miles per hour.

Commissioner Resnick asked about rewriting the Joint Planning Agreement (JPA) and asked for a discussion to be held at the next meeting related to annexing the Tuskawilla Road Storage Facility if it closed.

REPORTS

600) Interim City Manager Phil Hursh

- Noted the City had received the bids for creek debris removal.
    - Commissioner Colangelo requested that a Special Meeting be held to award the bid. The Commission agreed to schedule a Special Meeting for Monday, July 17, 2023 at 6:30 p.m.

601) City Attorney Anthony A. Garganese

- No report

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602) Assistant City Clerk Tristin Motter

- No report

603) Seat Two Commissioner Victoria Colangelo

- Thanked Code Enforcement for their work;
- Thanked Ms. Casey Howard, Deputy City Manager, for her service to the City.

604) Seat Three Commissioner Ted Johnson

- No report

605) Seat Four Commissioner Cade Resnick

- Noted attendance at the Celebration of Freedom and thanked all involved.

606) Seat Five Commissioner/Deputy Mayor Rob Elliott

- Noted attendance at the Celebration of Freedom and echoed positive comments.

607) Mayor Kevin McCann

- Echoed comments on the Celebration of Freedom;
- Noted attendance at American Legion event with Representative David Smith.

608) Seat One Commissioner Matt Benton

- Echoed positive comments about Celebration of Freedom;
- Clarified previous comments about Commissioner Zembower related to the County audit.

PUBLIC INPUT
Mayor McCann opened Public Input.
No one addressed the Commission.
Mayor McCann closed Public Input.

ADJOURNMENT
Mayor McCann adjourned the meeting at 11:26 P.M.

RESPECTFULLY SUBMITTED:

_____
CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

_____
MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the_____, 2023 City Commission Regular Meeting.

UNAPPROVED

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Babyland Bilingual Academy

SUMMARY

The proposed Babyland Bilingual Academy will be housed in one of the first floor commercial units of the existing Moss Park Apartments mixed use project that was approved in 2012. Land Use Covenants approved with the project did restrict the permitted uses on the site, but daycares were not restricted. Daycares have previously operated on the site in the same commercial space but have since ceased operation. Changes to the City's Zoning Ordinance in April 2014 made daycares a Conditional Use rather than a permitted use. Due to this change, any daycare that wished to operate in the space after the ordinance change in April 2014 would require a Conditional Use.

Building permits were issued in 2014 for interior build-out of the space to allow for a daycare. A Certificate of Occupancy for the space was issued on December 8, 2014, with the use classified as a daycare; the Certificate of Occupancy listed the capacity of the space at 92 occupants. The indoor space is approximately 3,000 sq. ft. which includes three separate areas for children, two restrooms, a breakroom for staff, and a reception area. There is also a fenced-in outdoor playground area. The number of children allowed will be determined by the Florida Department of Children and Families and is expected to be around 30 at most.

Staff received a request for approval of a Business Tax Receipt (BTR) in summer 2022 but had to deny the BTR because there was not an approved Conditional Use for a daycare on the site. Babyland Bilingual Academy is seeking that Conditional Use approval, which would run with the land and therefore allow future daycares, subject to the conditions below and contained in the proposed Development Agreement, to operate on the site without going through the Conditional Use approval process again. Staff is recommending approval of the Conditional Use with conditions as outlined in the staff report.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing in order to make a determination regarding the Conditional Use request from Babyland Bilingual Academy to operate a daycare within an existing building in the C-1 Neighborhood

Commercial District.

PUBLIC HEARINGS AGENDA ITEM

CITY COMMISSION

Monday, AUGUST 28, 2023 | REGULAR MEETING

TITLE

Babyland Bilingual Academy – Conditional Use and Development Agreement.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Conditional Use to permit a daycare in an existing building located in the C-1 Neighborhood Commercial District.

General Information		
Applicant	Babyland Bilingual Academy LLC	
Property Owner(s)	Moss Park Partners, Ltd.	
Location	126 E State Road 434 Suite 1600	
Tract Size	±1.15 Acres; use is within existing building	
Parcel ID Number	26-20-30-5AR-0D00-012S	
Zoning Designation	C-1 Neighborhood Commercial District	
FLUM Designation	Commercial	
Adjacent Land Use	North: Apartments East: Sit-down restaurant	South: SR 434 West: Bank
Principal building setbacks	Not applicable: existing building	
Development Standards	Not applicable: existing building	
Development Permits	Mixed Use Development on the site was approved on July 23, 2012. Binding Land Use Covenant restricted some uses from the property, but a daycare was not one of the restricted uses. Building permits for interior build out were issued in 2014 and a Certificate of Occupancy was issued for the built-out space as a daycare in December 2014.	
Development Agreement	Development Agreement | Pending (Conditional Use)	
Code Enforcement	Not applicable	
City Liens	Not applicable	

Background:

The proposed Babyland Bilingual Academy will be housed in one of the first floor commercial units of the existing Moss Park Apartments mixed use project that was approved in 2012. Land Use Covenants approved with the project did restrict the permitted uses on the site, but daycares were not restricted. Daycares have previously operated on the site in the same commercial space but have since ceased operation. Changes to the City's Zoning Ordinance in April 2014 made daycares a Conditional Use rather than a permitted use. Due to this change, any daycare that wished to operate in the space after the ordinance change in April 2014 would require a Conditional Use.

Building permits were issued in 2014 for interior build-out of the space to allow for a daycare. A Certificate of Occupancy for the space was issued on December 8, 2014, with the use classified as a daycare; the Certificate of Occupancy listed the capacity of the space at 92 occupants. The indoor space is approximately 3,000 sq. ft. which includes three separate areas for children, two restrooms, a breakroom for staff, and a reception area. There is also a fenced-in outdoor playground area. The number of children allowed will be determined by the Florida Department of Children and Families and is expected to be around 30-35 at most.

Staff received a request for approval of a Business Tax Receipt (BTR) in summer 2022 but had to deny the BTR because there was not an approved Conditional Use for a daycare on the site. Babyland Bilingual Academy is seeking that Conditional Use approval, which would run with the land and therefore allow future daycares, subject to the conditions below and contained in the proposed Development Agreement, to operate on the site without going through the Conditional Use approval process again.

Public Notices:

Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations within ½ mile (16 notices) on July 7.

A Community Workshop was held on July 27, 2023. There were no objections raised at the Community Workshop regarding the proposed use.

Analysis of Conditional Use (Sec. 20-33) Criteria:

All Conditional Use recommendations and final decisions shall be based on the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the

plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

Analysis: The proposed use will be located within an existing building. The building is part of the larger Moss Park Apartments mixed use development, which was approved in 2012. Accordingly, the density, height, building and lighting design, setbacks, and buffers will remain unchanged from those approved in 2012. The building houses the existing space where daycares have previously operated. The applicant is not proposing to modify the existing square footage or capacity of the space. Staff does not anticipate any issues with noise, refuse, odor, particulates, smoke, fumes, or other emissions. Existing parking areas and ingress-egress will be utilized and the use is not anticipated to cause any problems or have any adverse impact on land uses in the immediate vicinity given that the daycare space will not be expanded beyond the historical use as a daycare. The proposed use will operate from 6:30 a.m. to 6:30 p.m. and will accommodate children from 4 weeks to 5 years old.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Analysis: As previously stated, the proposed use will be housed within an existing building on an already developed site. Staff feels that the site is of sufficient size and does not anticipate any adverse impacts because of the proposed use. Buffers and landscaping were analyzed back when the Moss Park Apartments mixed use project was approved in 2012 and they were deemed appropriate at that time. The indoor space for the daycare is approximately 3,000 sq. ft. and there is also an outdoor playground. The applicant's lease of the space allocates 12 parking spaces, which is beyond the amount required under the City's Code for any similar type of use. Parents will come and go throughout the day and must park to pick up or drop off their children and therefore traffic circulation is not a significant concern.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

Analysis: The proposed use will provide an additional daycare option for the community and as such will be a net positive. Additionally, the operation will require 10 total staff, which will result in increased economic activity in the community.

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and

noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

Analysis: The proposed use will be located within an existing building and therefore will not have an adverse impact on the natural environment.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

Analysis: There are no known cultural or historic resources on the site.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

Analysis: All public utilities and facilities are currently in place to service the proposed conditional use. It is not anticipated that the proposed use will create any adverse impact on public services.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

Analysis: There will be no additional traffic projected as part of the proposed improvement. Means of ingress and egress for the site or neighborhood will not be altered. The site was approved as a mixed-use development back in 2012 and traffic impacts were considered at that time. The intersection of Moss Road and SR 434 is a lighted intersection and will handle any increased traffic flow as a result of the proposed use.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

Analysis: The proposed use will be located within an existing building and as such will not have an adverse impact on housing or social conditions.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements.

Analysis: The proposed use will not produce adverse odor, emissions, noise, glare, or vibrations and will not have an adverse impact on refuse collection, parking and loading, etc.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

Analysis: The proposed use will operate from 6:30 a.m. to 6:30 p.m. and will accommodate children from 4 weeks to 5 years old. Staff will always be on-site during operating hours and the building is not open to the public. Daycares are also heavily regulated by the Florida Department of Children and Families. City Staff does not anticipate any concerns regarding safety of the site or the surrounding area.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Analysis: This criterion is not applicable.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

Analysis: The proposed use will be located within an existing building. When the Moss Park Apartments mixed use development was approved in 2012, mitigative techniques to reduce and prevent adverse impacts on adjacent and surrounding properties were considered at that time.

(13) If the proposed conditional use is a residential use, whether the elementary, middle, and high schools (K-12) that will be initially assigned to the residential project by the school district at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g. walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing City of Winter Springs community in a sustainable manner.

Analysis: This criterion does not apply as the proposed use is a daycare.

(14) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

Analysis: The applicant has no objection to executing a binding development agreement.

Applicable Law, Public Policy, and Events:

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).
Home Rule Powers
City of Winter Springs Comprehensive Plan
City of Winter Springs Code of Ordinances
Ch. 20, Sec. 20-33. Conditional Uses.

Planning & Zoning Board:

The Planning and Zoning Board recommended approval by a 5-0 vote with the recommended conditions below.

Staff Recommendation:

Staff recommends that the City Commission approve the Conditional Use to allow for the operation of a daycare on the subject property subject to the following conditions:

1. The applicant shall agree to and execute a binding Development Agreement prior to operating a daycare on the subject property.
2. The applicant shall apply for and receive issuance of a Business Tax Receipt from the City of Winter Springs prior to operating.
3. The Conditional Use of a Daycare shall be restricted solely to one commercial suite of the subject property, which shall not exceed 3,050 square feet in size. Any further expansion shall require additional approval of a conditional use.

Attachments:
Exhibit A – Overall Site Plan (2014)
Exhibit B – Detailed Site Plan (2014)
Exhibit C – Certificate of Occupancy
Exhibit D – Conditional Use Application



BABYLAND BILINGUAL ACADEMY

566

ABOUT US

- Serving the Winter Park and surrounding communities, our school incorporates the most modern technologies in education. Our facility was designed to offer a friendly and welcoming atmosphere, prepared to provide a perfect learning environment for your child.

WINTER SPRINGS BRANCH PLAN

- Babyland plans to serve Winter Springs and surrounding communities, from Monday through Friday 6:30 am – 6:30 pm.
- Approximal building/DCF capacity 30-45 students.
- Accepts School Readiness, Voluntary Pre-Kindergarten (VPK), and has a contract with the Food Program to better serve the community.
- Spanish and Portuguese are additional languages provided in our curriculum.

THE FACILITY



Our school has six classrooms, two playgrounds, one computer lab and one cafeteria.



Each classroom is equipped with age-appropriate learning curriculum and tools such as projectors, computers and tablets.



The outdoor playground is securely planned with up-to-date safety equipment with education in mind.



Our computer lab is equipped with computers and tablets which help students to explore, create, connect, and build digital literacy.



INFANTS CLASSROOM



TODDLERS CLASSROOM



PRESCHOOL I CLASSROOM



PRESCHOOL II-A CLASSROOM



PRESCHOOL II-B CLASSROOM



VPK CLASSROOM



PLAYGROUND 1



PLAYGROUND 2



COMPUTER LAB

CAFETERIA



OUR PROGRAMS



FULL-TIME AND PART-TIME HOURS



BEFORE AND AFTER SCHOOL PROGRAM



BILINGUAL CURRICULUM



FREE VPK PART-TIME

EXTRACURRICULAR CLASSES



BALLET



SOCCER



BUILDING FAITH



PORTUGUESE CLASS

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Winter Springs
Garganese, Weiss, D'Agresta &
Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

Daycare Conditional Use

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("**City**"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **MOSS PARK PARTNERS, LTD.**, a Florida Limited Partnership ("**Developer**"), whose mailing address is 200 E. Canton Avenue, Suite 102, Winter Park, Florida 32789.

W I T N E S S E T H:

WHEREAS, Developer is the owner of approximately 1.15 acres, more or less, of real property located at 126 East S.R. 434, Winter Springs, Florida 32708, generally located northwest of the intersection of East S.R. 434 and Costa Rica Drive, Winter Springs, Seminole County, Florida, more particularly depicted and legally described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, pursuant to Section 20-234(7) of the City of Winter Springs Code of Ordinances ("City Code"), a conditional use is required for daycare centers; and

WHEREAS, Binding Land Use Covenants were executed for the Property on February 15, 2013, recorded at Official Record Book 7982 Page 1851, which restrict the types of uses permitted on the Property, but daycare centers are not among the listed restricted uses; and

WHEREAS, the Developer has applied for a conditional use seeking conditional use approval to operate a daycare center on the Property; and

WHEREAS, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the City Code, a community workshop for the Project was held on July 27, 2023; and

WHEREAS, Section 20-29(c) of the City Code requires that all conditional uses shall be binding upon the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29(c) of the City Code shall be required to be memorialized in a binding Development Agreement; and

WHEREAS, this Development Agreement shall be recorded against the Property so that the terms and conditions of approval related to the Project shall run with the land.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 **Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 **The Property.** The real property subject to this Agreement has a tax parcel identification number of 26-20-30-5AR-0D00-012S, and is legally described in Exhibit "A."

4.0 **Project Description and Requirements.** Developer may, at its expense, design, permit, renovate, and operate a daycare center not to exceed 3,050 square feet at the Property, in the commercial portion of the existing mixed-use development previously approved at a meeting of the City Commission of the City of Winter Springs held on July 23, 2012. Hereinafter the project description and requirements are referred to as the "**Project**."

Specific conditions of approval for the conditional use include the following, which are also addressed in the City's staff report:

A. The applicant shall apply for and receive issuance of a Business Tax Receipt from the City of Winter Springs prior to operating.

B. The Conditional Use of a Daycare shall be restricted solely to one commercial suite of the subject property, which shall not exceed 3,050 square feet in size. Any further expansion shall require additional approval of a conditional use.

5.0 **Future Permitting.** In accordance with Section 20-36 of the City Code, the conditional use shall expire two (2) years after the Effective Date of this Agreement unless a building permit or Business Tax Receipt based upon and incorporating the conditional use is issued by the city within such two (2) years.

6.0. **Representations of the Parties.** The City and Developer hereby each represent and

warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

7.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property, and shall run with title to the same upon being duly recorded against the Property by the City.

8.0 Controlling Law and Venue. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

9.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto, or their successors or assigns, and approved by the City Commission.

10.0 Entire Agreement and Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

11.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

12.0 Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

13.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

14.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

15.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

16.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

19.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the Effective Date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

22.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies

are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

23.0 Termination. In addition to termination as provided in Section 22.0 above, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits or obtain a Business Tax Receipt for the Project within two (2) years of the Effective Date of this Agreement. In accordance with Section 20-36(a) of the City Code, the Developer may apply to the City Commission for a six-month extension of this Agreement, which may be granted upon good cause shown. In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the Project is abandoned or discontinued for a period of six months, the conditional use shall be deemed expired and null and void. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

25.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as

the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26. **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

Phil Hursh, Interim City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

For Developer:

Moss Park Partners, Ltd.
200 E. Canton Avenue, Suite 102
Winter Park, Florida 32789
Attn: _____
Phone: _____
Email: _____

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 **Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS CITY SEAL

By: _____
Kevin McCann, Mayor

Date: _____

ATTEST:

By: _____
Christian Gowan, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

By: _____
Anthony A. Garganese, City Attorney

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Print Name of Witness

_____
Signature of Witness

_____
Print Name of Witness

Moss Park Partners, Ltd.

_____
Print name and title: _____
_____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2023, by _____, the _____ of Moss Park Partners, Ltd., a Florida Not Limited Partnership, on behalf of the corporation, who is personally known to me or produced _____ as identification.

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

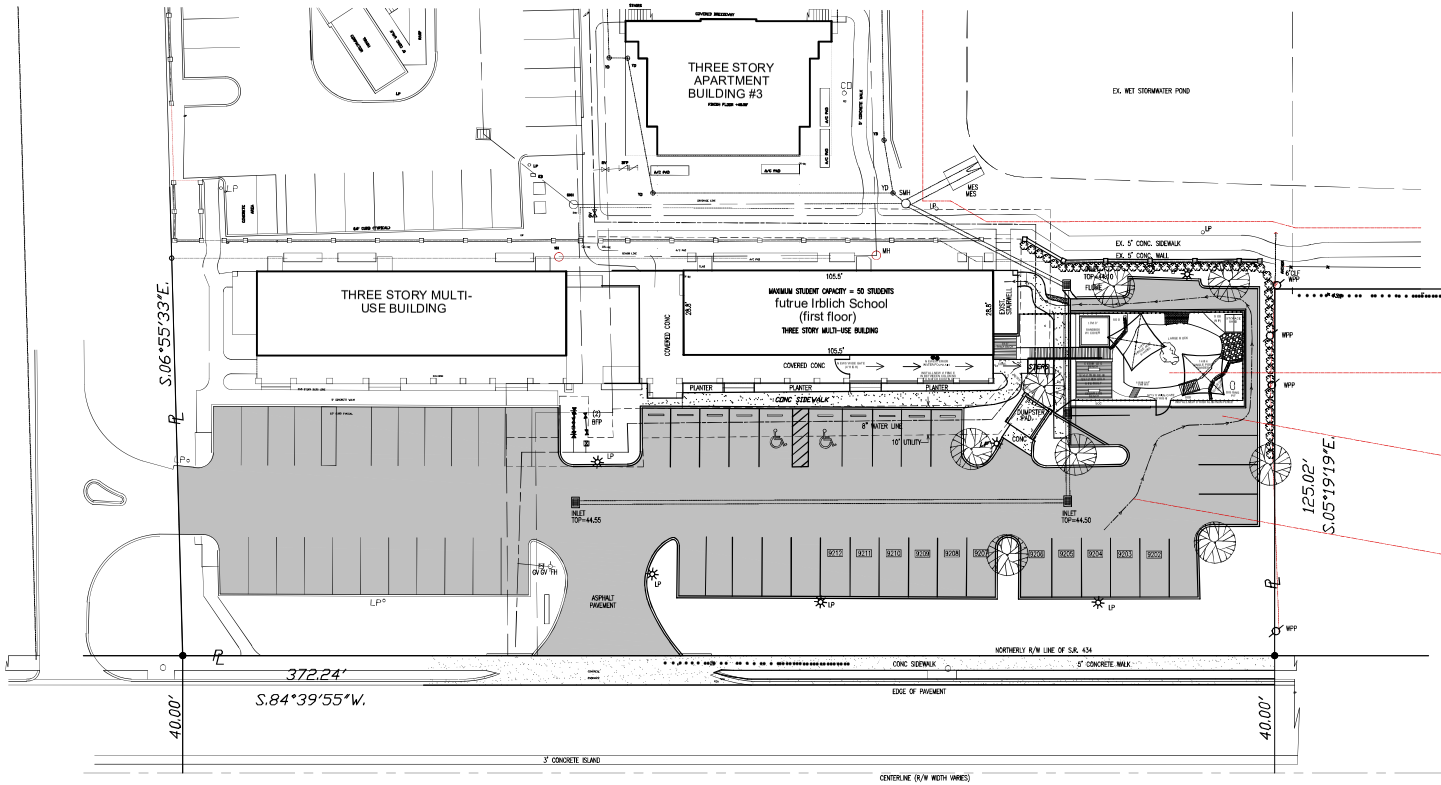
EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF MOSS ROAD AND THE CENTERLINE OF LONGWOOD-OVIEDO ROAD, PER NORTH ORLANDO AS RECORDED IN PLAT BOOK 12, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT OF WAY OF MOSS ROAD N06°55'33"W, A DISTANCE OF 338.05 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN NORTH 85°05'41" EAST FOR A DISTANCE OF 290.07 FEET; THENCE RUN SOUTH 06°55'33" EAST FOR A DISTANCE OF 160.27 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 84°39'55" EAST FOR A DISTANCE OF 260.70 FEET; THENCE RUN SOUTH 65°28'03" EAST FOR A DISTANCE OF 16.32 FEET; THENCE RUN NORTH 84°39'55" EAST FOR A DISTANCE OF 101.18 FEET; THENCE RUN SOUTH 05°19'19" EAST FOR A DISTANCE OF 127.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE ROAD 434; THENCE RUN SOUTH 84°39'40" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 372.24 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 06°55'33" WEST FOR A DISTANCE OF 135.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, THAT CERTAIN SITE INFRASTRUCTURE/SUBDIVISION IMPROVEMENTS CURRENTLY LOCATED ON, WITHIN, OR UNDER THE REAL PROPERTY BEING SEPARATELY CONVEYED TO CPG CONSTRUCTION, L.L.L.P., A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, BY BILL OF SALE OF EVEN DATE HEREWITH.





PROPOSED PLAYGROUND WITH AMENITIES FOR EXPLORING AND IMAGINATION (SEE SHT. 4)

NO PARKING TO BE INDICATED WITH SIGNAGE TO ALLOW EASE OF ACCESS TO REAR OF BUILDING

PEDESTRIAN WALK PATH TO REAR OF BUILDING

SEC. A GENERAL CONSTRUCTION NOTES:

1. THE FOLLOWING GENERAL NOTES APPLY TO ALL CONSTRUCTION AS DEPICTED ON THE SITE CONSTRUCTION PLANS.
2. ALL PROPOSED SITE CONSTRUCTION SHALL BE PURSUANT TO INFORMATION SHOWN ON THESE PLANS AS APPROVED BY THE CITY OF WINTER SPRINGS.
3. ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE STATE, FEDERAL, AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT THEIR EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THERE IN.
4. ANY PROPOSED FIELD CHANGES WHICH SUBSTANTIALLY DEVIATE FROM THIS PLAN SHALL BE APPROVED BY THE CITY OF WINTER SPRINGS AND THE ENGINEER PRIOR TO THE CHANGE BEING MADE IN THE FIELD.
5. ALL WORK AND MATERIALS FURNISHED SHALL BE IN REASONABLE CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS, OR SPECIFICATIONS.
6. ANY DISCREPANCY BETWEEN THE CONSTRUCTION INFORMATION SHOWN ON THE PLANS AND THE ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION. FAILURE TO DO SO AND TO CONTINUE CONSTRUCTION WITHOUT WRITTEN NOTIFICATION SHALL MAKE THE CONTRACTOR COMPLETELY LIABLE FOR WHATEVER ACTIONS AND/OR ERRORS THAT MAY SUBSEQUENTLY ARISE.
7. ALL IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH INFORMATION SHOWN ON THESE PLANS. ANY CONFLICTS WHICH RESULT IN CHANGES TO THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO FIELD CHANGES. MINOR ADJUSTMENTS CAUSED BY VARYING FIELD CONDITIONS, INCLUDING CHANGES AND DEPTHS OF BERMS AND SWALES MAY BE MADE WITH THE APPROVAL OF THE ENGINEER IF IT IS DETERMINED THAT THE BASIC DESIGN INTENT IS MET.
8. THE INTENT AND/OR INTERPRETATION OF THESE CONSTRUCTION PLANS IF REQUIRED, SHALL BE MADE BY THE ENGINEER OF RECORD. ANY NEED BY THE CONTRACTOR FOR INTERPRETATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER UPON DISCOVERY. NO A.D.A. TRAVEL ROUTES SHALL EXCEED AN 8% SLOPE. NO A.D.A. PARKING SPACE SHALL EXCEED A 2% SLOPE IN ANY DIRECTION. DRIVEWAYS CONNECTING EXISTING ROADS/STREETS TO PROPOSED SITE PAVING AREAS SHALL NOT EXCEED 8%. VERTICAL CURVES SHALL HAVE A LENGTH OF 20 FT. MIN. AT CREST AND SAG LOCATIONS.
9. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO STARTING THE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY OF LOCATION OF EXISTING UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COST WHICH MAY OCCUR DUE TO ANY DAMAGES CAUSED BY THE CONTRACTOR TO EXISTING UTILITIES STRUCTURES OR PROPERTY. THE CONTRACTOR SHALL COVER THE ENTIRE COSTS OF REPAIR AND/OR REPLACEMENT OF SAID DAMAGES.
11. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
12. CHAPTER 77-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE OTHER MAINS OR SERVICE LINES IS BY AN ON SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
13. ALL HORIZONTAL LAYOUTS FOR SITE CONSTRUCTION SHALL BE BASED ON THE APPROVED PLAN AND/OR PLAT, AND PERFORMED BY QUALIFIED PERSONNEL.
14. ALL ELEVATIONS REFER TO THE DATUM AS INDICATED ON THE SURVEY (BY OTHERS).
15. THE CONTRACTOR SHALL TAKE CARE DURING THE CONSTRUCTION TO AVOID DISTURBING ANY EXISTING SURVEY MONUMENTS. ANY MONUMENT DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S EXPENSE BY THE PROJECT SURVEYOR.
16. THE CONTRACTOR SHALL HIRE A PROFESSIONAL TESTING LABORATORY AS NECESSARY TO PERFORM ALL TESTS REQUIRED BY THIS CONSTRUCTION.
17. THE CONTRACTOR SHALL NOTIFY AMERICAN CIVIL ENGINEERING COMPANY 24 HOURS IN ADVANCE PRIOR TO ANY TESTING AS INDICATED IN ITEM No. 15 ABOVE.
18. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF THE PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS; INCLUDING BUT NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, GAS AND CABLE TV COMPANIES. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UNDERGROUND CONDUITS PRIOR TO SUB-BASE CONSTRUCTION.
19. UPON NOTICE FROM THE CONTRACTOR THAT CONSTRUCTION IS COMPLETE AND READY FOR ACCEPTANCE, THE ENGINEER SHALL MAKE FINAL INSPECTION AND NOTIFY THE CONTRACTOR AND OWNER OF ALL INCOMPLETE AND/OR DEFECTIVE WORK. THE CONTRACTOR SHALL CORRECT ALL SUCH ITEMS TO THE SATISFACTION OF THE ENGINEER AND OWNER. ALL REGULATORY AND GOVERNMENTAL AGENCIES WHICH REQUIRE FINAL INSPECTIONS SHALL HAVE BEEN CONTACTED BY THE CONTRACTOR AND HAVE INSPECTED AND APPROVED THE PROJECT PRIOR TO ACCEPTANCE BY THE OWNER.
20. THE CONTRACTOR SHALL PROVIDE COMPLETE "AS-BUILT" INFORMATION TO THE ENGINEER RELATIVE TO THE LOCATION OF ALL WATER LINES, WATER SERVICES, VALVES, SEWER LINES, SEWER SERVICES, STORM SEWER LINES, INVERTS OF STRUCTURES, FINAL RETENTION AREAS, FINISH PAVEMENT GRADES AND CONSTRUCTION BENCH MARKS FOR VERIFICATION. THE "AS-BUILT" RECORDS SHALL BE KEPT AT THE JOB SITE AND UPDATED AS THE PROJECT PROGRESSES. ONE (1) SET OF RECORD DRAWINGS ARE TO BE PROVIDED TO THE ENGINEER.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.
22. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT AND EROSION/SEDIMENT CONTROL.
23. ANY FUEL STORAGE AREAS SHALL HAVE PRIOR OWNERS APPROVAL AND APPROPRIATE MEASURES SHALL BE TAKEN TO INSURE PROTECTION OF GROUNDWATER AND SOIL RESOURCES.
24. THE DESIGN AND ENGINEERING OF THIS PROJECT IS BASED ON INFORMATION SUPPLIED BY OTHERS. EASEMENTS OR OTHER ENCUMBRANCES, WHICH MAY EXIST AND NOT SHOW ON THE SURVEY ARE NOT THE RESPONSIBILITY OF THE ENGINEER.
25. EXISTING SOILS CONDITIONS WHICH DIFFER FROM THE SOILS REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AT TIME OF DISCOVERY.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE PRIOR TO BIDDING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE ENGINEER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.

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DESIGNED: JOHN HERBERT, P.E.
CHECKED BY: TOM SKELTON, P.E.
TECHNICIAN: AMIE HERBERT

DATE	REVISIONS
4.21.14	first edition

PROJECT NO. 010

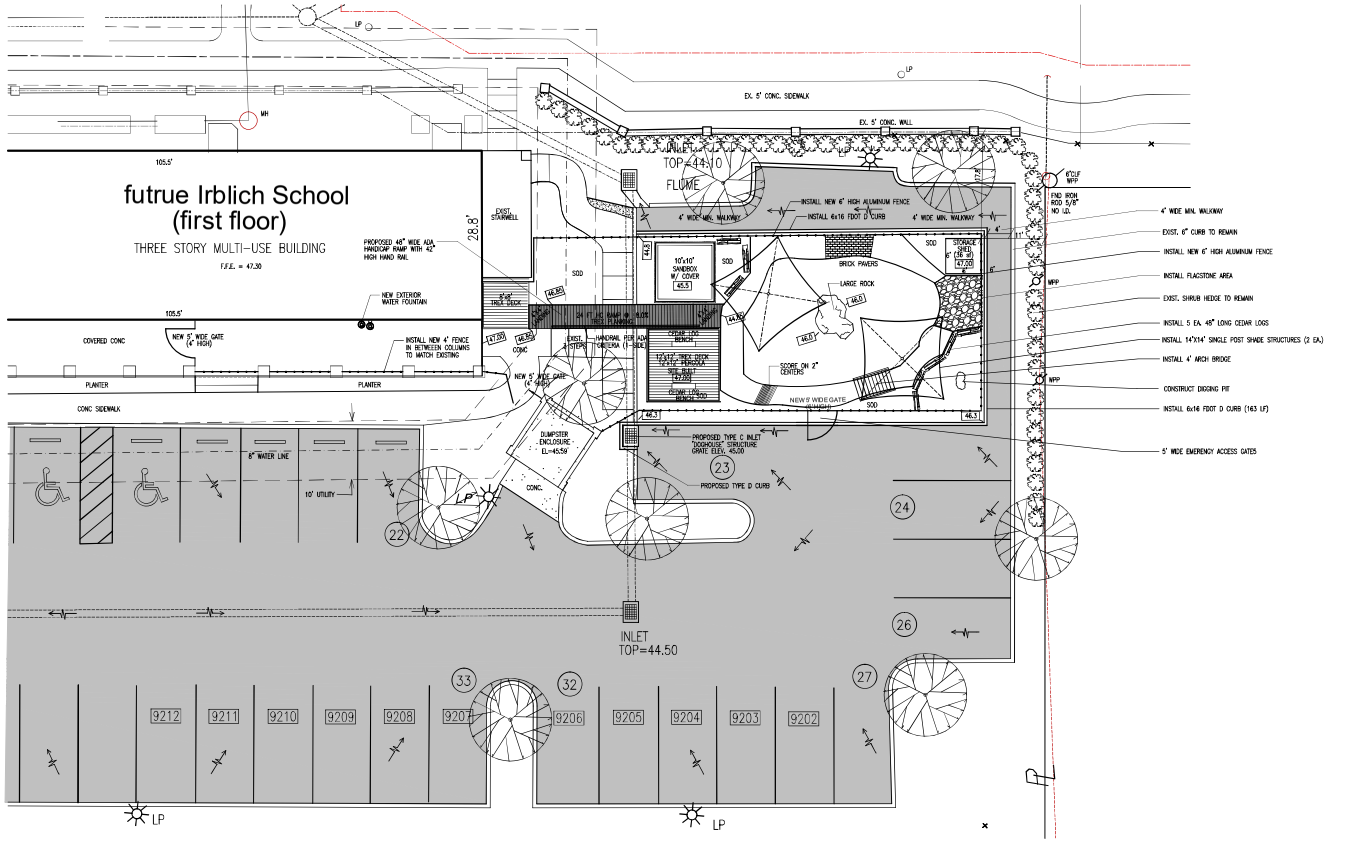
AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS RD. SUITE 211, WINTER SPRINGS, FLA 32708
PH: (407) 327-7700; FAX: (407) 327-0227
cert. of authorization number 87139

PROPOSED SITE PLAN
Irblich Schools Playground
WINTER SPRINGS, FLORIDA

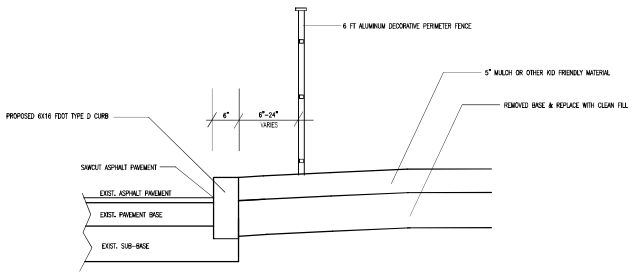
JOHN JOSEPH HERBERT, JR. LICENSE No. 39505 STATE OF FLORIDA PROFESSIONAL ENGINEER

MASTER SITE PLAN
project no. 11000
sheet number 3 of 5

591







TYPICAL SECTION AT PLAYGROUND PERIMETER

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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DESIGNED: JOHN HERBERT, P.E.
CHECKED BY: TOM SKELTON, P.E.
TECHNICIAN: JAKE HERBERT

DATE: 7-11-14 first edition
REVISIONS

PROJECT NO. 000

AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS RD. SUITE 211 WINTER SPRINGS, FLA 32708
PH: (407) 327-7700 FAX (407) 327-0227
cert. of authorization number 87139

PROPOSED DETAILED SITE PLAN
Irblich Schools Playground
WINTER SPRINGS, FLORIDA

JOHN JOSEPH HERBERT III
LICENSE
No. 38505
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Cover Sheet
project no. 11000
sheet number 4 of 5

FINAL CERTIFICATE OF OCCUPANCY

CITY OF WINTER SPRINGS

1126 East State Road 434
Winter Springs, Florida 32708-2799

This Certificate issued pursuant to the requirements of the 2010 Florida Building Code certifying that, at the time of issuance, this structure was in compliance with the various ordinances of the City of Winter Springs regulating building construction or use for the following:

Permit Number: 201400415
Site Address: 126 E 434 SR 1600

Parcel Number: 2620305AR0D00012S
Lot: 012 **Zone:** C-1

Occupancy Group: DAYCARE
Construction Type: VA
Sprinkler System: YES

Use Classification: DAYCARE (EDUCATIONAL)
Occupant Load: 92
Sprinklers Required: YES

Parcel Owner: MOSS PARK PARTNERS LTD
Owner Address: P O BOX 940279 MAITLAND, FL 32794

The Building Official reserves the right to suspend or revoke a Certificate of Occupancy under this provision of the code whenever the Certificate is issued in error or on the basis of incorrect information supplied or if it is determined by the Building Official that the building is in violation of any ordinance or any provisions of the code.

Christy Garred for Joe Crum
JOE CRUM, BUILDING OFFICIAL

12/8/14
DATE

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Conditional Use

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20–Zoning Sec.20-33. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (7) days prior to the Planning & Zoning Board (PZB) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Conditional Use recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Conditional Uses and may impose reasonable conditions on any approved Conditional Use to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Conditional Use which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Conditional Use, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Conditional Use shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Conditional Use

REQUIRED INFORMATION:

Applicant(s): Babyland Bilingual Academy LLC Date: 03/02/2023
Mailing address: 5025 Old Howell Branch Rd
Email: info@babylandbilingualacademy.com
Phone Number: (407)448-0170
Property Owner(s): Moss Park Partners, Ltd.
Mailing Address: 200 E. Canton Ave., Ste. 102, Winter Park, FL 32789
Email: p.missigman@atlantichousing.com
Phone Number: 407-741-8510
Project Name: Moss Park Apartment Homes - First Floor Retail
Property Address: 126 E State Rd 434, Suite 1600, Winter Springs, FL, 32708
Parcel ID(s): 26-20-30-5AR-0D00-012S
Parcel Size: 1.089 acres
Existing Use: Mixed Use, Multi-family and Commercial.
Future Land Use:
Zoning District:
Community Workshop Date:

Conditional Use that is being requested? Daycare

How is the Conditional Use (density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions parking and traffic generating characteristics, number of persons anticipated using, residing or working under the conditional use, and other offsite impacts) compatible and harmonious with adjacent land uses?

The daycare work hours will be 6:30am to 6:30pm. During this time the Daycare will accommodate children from 4 weeks until 5 years old.

Our max capacity will be approximate 40 kids which will require 8 teachers, 1 secretary and 1 general manager to administrate the building. The building will be design to be a 4 rooms classes with 1 kitchen and 1 playground.

There won't be any kind of emissions. The area already have a big parking lot to accommodate all employees and families. The traffic generated by the daycare will be minimum, since we will work in a drop-off/pick-up method.

Will the Conditional Use adversely impact land use activities in the immediate vicinity? If no, why not?
The Conditional Use will not adversely impact the area. The infrastructure is in place for a daycare .

Demonstrate the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

The site is designed and constructed to accommodate a large variety of commercial uses.

No additional improvements are anticipated to accommodate the proposed use.

Will the proposed use have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values? If no, why not?

The Conditional Use won't have adverse impact. A daycare will create new jobs, new revenues which will generate more taxes to the county/state/country. Besides, daycares are strongly regulated by DCF which guarantee the business to follow all state rules. DCF also regulates daycare's routine, safety rules and environment. By this way, is highly indicated that the preschool property value, including their surrounding, increases.

Will the proposed use have an adverse impact on natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards? If no, why not?

The Conditional Use will not adverse impact. A new daycare won't generate natural impacts. Please, keep in mind that a Daycare is a space made to accommodate children. By this way, the Daycare environment is required to be safety/non-noise/non-odor.

Will the proposed use have an adverse impact on historic, scenic and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources? If no, why not?

The Conditional Use will not adverse impact. The daycare won't affect those areas.

Will the proposed use have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities? If no, why not?

A Daycare is a regulated business, by this way it will need the the regular utilities like water, sewer and energy. The other public services will be required as the daycare need it.

Will the proposed use have an adverse impact on housing and social conditions, including a variety of housing unit types and prices, and neighborhood quality? If no, why not?

The Conditional Use will not adverse impact. The daycare will increase the quality of the neighborhood since it will offer new daycare services for the community.

Will the proposed use avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements? If no, why not?

The Conditional Use will not impact it. The daycare schedule has student's outdoor time, and during business hours, while children are at the playground, noises from children playing may occur.

With permission and license, the sign will be illuminated. Firedrills must be done once a month.

Demonstrate that the conditional use and associated site plan have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

The existing site was designed and constructed to address potential impacts to adjacent and surrounding properties, for a variety of potential commercial uses. No adverse impacts are anticipated.

If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K-12) that will be initially assigned to the residential project by the School District at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

The proposed conditional use is not for residential use.

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes X No _____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

- MARCELO MARQUES SAMPAIO
- MARCELLE DA SILVA SAMPAIO

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

With more than 30 years of education experience in Brazil and 4 years in Winter Park, Babyland Bilingual Academy will provide the Winter Springs community with a bilingual excellence education. We will present a testimonial from the applicant/owner (Marcelo Marques Sampaio) who has a bachelor's

We will also provide testimony from Marcelle da Silva Sampaio who has 4 years of experience in preschool education in Winter Park and is pursuing a bachelor's degree in Elementary Education at Rollins College. Marcelle will explain our bilingual pedagogical curriculum for the new school which will prov

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

REQUIRED DOCUMENTATION (PDF):

___ A complete Application and Fee ($500.00*)

___ A general description of the relief sought under this division

___ A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

___ A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).

___ An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

___ An acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood.

___ An acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than 20,000 square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood.

___ For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant) , payable prior to approval of the pertinent stage of development.

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on

the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Conditional Use for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Marcelo Marques Sampaio
Applicant Signature: _____ Date: 04/03/23
Business Name: Babyland Bilingual Academy LLC
Address: 126 E State Rd 434, Suite 1600, Winter Springs, FL, 32708 Parcel ID: 26-20-30-5AR-0D00-012S

STATE OF FL COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal): see Attachment
Notary Public Signature: _____
My Commission expires: _____

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): Moss Park Partners, Ltd., By: Moss Park Managers, L.L.C.
Property Owner Signature: _____ Date 4-5-23
STATE OF FL COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of April, 2023, by Paul M. Missigman as Manager who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 4-5-23 (seal):
Notary Public Signature: _____
My Commission expires: _____

EMEL H. MILAVETZ
Notary Public, State of Florida
Commission No. HH 135262
My Commission Expires August 3, 2025

FL Acknowledgement Notary Certificate

Document Name: Conditional Use Application

STATE OF FLORIDA
COUNTY OF Orange
(County where notarization occurred)

On 04/03/2023 (date), before me, Javier Murphy (Notary name), a notary public, personally appeared by physical presence, Marcelo Marques Sampaio (name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Conditional Use Application (name of document) instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known _____ OR
Produced identification X Type of identification produced: FL DL

(Signature of notary public)

My commission expires: Jan 17 2027

NOTARY PUBLIC
JAVIER MURPHY
Notary Public, State of Florida
Commission# HH 350557
My comm. expires Jan. 17, 2027

Official Seal

PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

The Grove (IMPOWER)

SUMMARY

The applicant, The Grove (IMPOWER Florida), is seeking a Conditional Use approval to expand their existing building. The Grove is an existing mental health treatment facility located on the north side of Old Sanford Oviedo Road in Winter Springs. The subject site is approximately 13.6 acres of land and houses six (6) individual buildings. GCC_IMPOWER is currently licensed by the State of Florida Department of Children and Families (DCF) for 32 beds. This Conditional Use application is seeking to renovate an unused and unfurnished building and repurpose it to house female patients to allow them to apply to DCF to increase the number of permitted beds from 32 to 48 total.

The Grove Counseling Center was established in 1971 in Winter Springs and has been serving the surrounding community for more than 50 years. In 2007, Grove Counseling Center submitted a Conditional Use Application to add a 24' by 36' classroom building, which was approved. The Grove Counseling Center and IMPOWER merged in 2018 to form a new organization (now IMPOWER) with more than 75+ years of combined experience in treating mental health and substance use disorders.

The applicant is seeking a new conditional use approval to allow modification and 2,500 sq. ft. addition to one of the existing buildings near the southeast corner of the site. A conditional use is required pursuant to Sec. 20-261(3) for Halfway houses, group homes and similar uses.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing and make a determination regarding the Conditional Use application for the proposed expansion to The Grove.

PUBLIC HEARINGS AGENDA ITEM

PLANNING AND ZONING BOARD

Monday, August 28, 2023 | REGULAR MEETING

TITLE

The Grove (IMPOWER) – Conditional Use and Development Agreement.

SUMMARY

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Conditional Use for a proposed expansion of The Grove, a mental health counseling facility located in the I-1 Light Industrial District.

General Information				
Applicant	IMPOWER, Inc.			
Property Owner(s)	IMPOWER, Inc.			
Location	580 Old Sanford Oviedo Road, Winter Springs, FL 32708			
Tract Size	±13.61 Acres			
Parcel ID Number	34-20-30-5AW-0000-0040			
Zoning Designation	I-1 Light Industrial District			
FLUM Designation	Industrial			
Adjacent Land Use	North: Undeveloped wooded area (Spring Hammock Preserve) East: Industrial metal recycling		South: Trucking Company West: Winter Springs Public Works Facilities	
Principal building setbacks	Front plane: 25 ft.	Rear: 15 ft.	Side: 5 ft.	
Development Standards	Lot Width: 75 ft. minimum	Lot Depth: 100 ft. minimum	Lot Coverage: 75% max.	50 ft. building height limit
Development Permits	Conditional Use was previously approved in January 2007			
Development Agreement	Development Agreement | Pending (Conditional Use)			
Code Enforcement	Not applicable			
City Liens	Not applicable			

Background:
The Grove Counseling Center was established in 1971 in Winter Springs and has been serving the surrounding community for more than 50 years. In 2007, Grove Counseling Center submitted a Conditional Use Application to add a 24' by 36' classroom building, which was approved. The Grove Counseling Center and IMPOWER merged in 2018 to form a new organization (now IMPOWER) with more than 75+ years of combined experience in treating mental health and substance use disorders.

The applicant is seeking a new conditional use approval to allow modification and 2,500 sq. ft. addition to one of the existing buildings near the southeast corner of the site. A conditional use is required pursuant to Sec. 20-261(3) for Halfway houses, group homes and similar uses.

The Grove is located at 580 Old Sanford/Oviedo Road. The subject site is approximately 14.5 acres of land and houses six (6) individual buildings. GCC_IMPOWER is currently licensed by the State of Florida Department of Children and Family (DCF) for 32 beds. This Conditional Use application is not seeking to add new beds, only to renovate an unused and unfurnished building and repurpose it to house female patients.

Public Notices:
Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations within ½ mile (6 notices) on May 19, 2023.

A Community Workshop was held on June 7, 2023. There were no objections raised at the Community Workshop regarding the proposed development.

Analysis of Conditional Use (Sec. 20-33) Criteria:

All Conditional Use recommendations and final decisions shall be based on the following criteria to the extent applicable:

(1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

Analysis: The proposed renovation/addition is consistent with the currently operating use. Given that the patients stay on-site fulltime, staff does not anticipate any increased intensity as it relates to traffic generation or parking demand. The building renovation/addition will be compatible and harmonious with the existing

development in physical appearance including building height, setbacks, buffers, etc.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Analysis: As presented on the site plan, the existing building will remain and be renovated. The building addition portion will nest between the existing building and existing paved parking area. Only a short new concrete sidewalk is required to connect the new entry door to the existing parking area. Existing driveways, on-site vehicular circulation, and pedestrian circulation will not need to be modified. Any increase in staff will be negligible and therefore existing parking facilities are more than adequate to accommodate staff and visitors. The existing/new addition building meets all of the setback requirements. Existing landscape and buffers, therefore, will not need to be changed.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

Analysis: The Grove, an IMPOWER program, has contributed a positive impact on the local economy since 1971. With the exception of design and construction jobs, we do not anticipate new employment opportunities at this time. With additional renovation improvement, the applicant hopes to add value to the property. We do not anticipate any adverse government or fiscal impact.

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

Analysis: The property is 13.5 acres with more than 50% of the site covered with natural vegetation. The proposed addition is only 2,500 square feet, or 0.4% of the total site. The project area is already surrounded by existing improvements. It therefore can be concluded that the proposed use and improvements will have no adverse impact on the natural environment including air, water, noise pollution, vegetation, and wildlife.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

Analysis: There are no known cultural or historic resources on the site.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

Analysis: All public utilities and facilities are currently in place to service the proposed conditional use. The proposed building addition will not generate substantial demand for these utilities or facilities.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

Analysis: Additional traffic generated as part of the proposed improvement will be negligible as the only increased traffic would be from additional staff. Means of ingress and egress for the site or neighborhood will not be altered.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

Analysis: There is not anticipated to be any impact on housing and social conditions as this is a self-contained facility.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements.

Analysis: There is not currently adverse odor, emissions, noise, glare, or vibrations from the site nor is the proposed expansion anticipated to change that.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

Analysis: Staff has been provided details of the facility's security and crisis management plans and feels that they are sufficient to ensure the safety of the site as well as the surrounding area.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Analysis: This criterion is not applicable.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

Analysis: The applicant proposes to renovate an existing building on the site. The building addition area is attached to the existing building wall toward existing parking areas. There will be no adverse impact on the existing function of the site.

(13) If the proposed conditional use is a residential use, whether the elementary, middle, and high schools (K-12) that will be initially assigned to the residential project by the school district at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g. walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing City of Winter Springs community in a sustainable manner.

Analysis: The Grove, an IMPOWER program, includes a residential function to serve individuals and families who have already resided in the surrounding community. There will be no new impact on school capacity.

(14) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

Analysis: The applicant has no objection to executing a binding development agreement and will consider reasonable terms and conditions of approval.

Applicable Law, Public Policy, and Events:
Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).

Home Rule Powers
City of Winter Springs Comprehensive Plan
City of Winter Springs Code of Ordinances
Ch. 20, Sec. 20-33. Conditional Uses.

Planning & Zoning Board Recommendation:

The Planning and Zoning Board recommended approval of the Conditional Use by a vote of 4-0 with the recommended conditions listed below.

Staff Recommendation:

Staff recommends that the City Commission approve the Conditional Use to allow an expansion of an existing mental health counseling facility subject to the following conditions:

1. The applicant agrees to the execution of the Development Agreement and the terms and conditions contained therein.
2. The applicant will not increase the number of beds beyond the 48 beds currently without seeking further approval of an additional Conditional Use.

Attachments:
Aerial Map
Conditional Use Application
Project Description from Applicant
Development Agreement

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Winter Springs
Garganese, Weiss, D'Agresta &
Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

FOR RECORDING DEPARTMENT USE ONLY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS**, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and **IMPOWER, INC.**, a Florida Not for Profit Corporation ("Developer"), whose address is 2290 N. Ronald Reagan Blvd, Suite 116, Longwood, Florida 32750.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 13.61 acres, more or less, of real property located at 580 Old Sanford Oviedo Road, Winter Springs, Florida 32708, generally northwest of the intersection of Wade Street and Old Sanford Oviedo Road, Winter Springs, Seminole County, Florida, more particularly depicted and legally described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, pursuant to Section 20-261(3) of the City of Winter Springs Code of Ordinances ("City Code"), a conditional use is required for halfway houses, group homes, and similar uses; and

WHEREAS, a conditional use was approved for this property in 2007 to allow for the construction of a classroom building at The Grove Counseling Center (now IMPOWER, Inc.); and

WHEREAS, the Developer has applied for a conditional use seeking an expansion of the existing mental health counseling facility for the renovation and construction of a 2,500 square foot addition to an of the existing building on the Property; and

WHEREAS, pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the City Code, a community workshop for the Project was held on June 7, 2023; and

WHEREAS, Section 20-29(c) of the City Code requires that all conditional uses shall be binding upon the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29(c) of the City Code shall be required to be memorialized in a binding Development Agreement; and

WHEREAS, this Development Agreement shall be recorded against the Property so that the terms and conditions of approval related to the Project shall run with the land.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 **Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3.0 **The Property.** The real property subject to this Agreement has a tax parcel identification number of 34-20-30-5AW-0000-0040, and is legally described in **Exhibit "A."**

4.0 **Project Description and Requirements.** Developer may, at its expense, design, permit, renovate, and construct a 2,500 square foot addition to an existing building on the southeast corner of the Property. Hereinafter the project description and requirements are referred to as the **"Project."**

The Developer shall construct the Project in a manner consistent with the approved Conceptual Sketch attached hereto as **Exhibit "B"**, which is fully incorporated herein by this reference. The Conceptual Sketch is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Sketch shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans ("Final Engineering Plans") consistent with the Conceptual Sketch in all material respects and in compliance with the City Code. Developer acknowledges and agrees that the Conceptual Sketch was not created with specific surveyed dimensions and that during the Site Plan and Final Engineering Plan process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Conceptual Sketch shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between approval of the Conceptual Sketch and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Sketch.

Specific conditions of approval for the conditional use include the following, which are also addressed in the City's staff report:

A. The applicant shall not increase the number of beds beyond the 48 beds currently licensed by the State of Florida without seeking further approval for an expansion of the Conditional Use.

5.0. Future Permitting. Developer shall be required to, at minimum, receive final engineering and site plan approval and aesthetic plan approval prior to receiving any building permit for the Project. In accordance with Section 20-36 of the City Code, the conditional use shall expire two (2) years after the Effective Date of this Agreement unless a building permit based upon and incorporating the conditional use is issued by the city within such two (2) years. The conditional use shall expire two and one-half (2 ½) years after the Effective Date of this Agreement unless the Developer has substantially commenced vertical construction of buildings, which shall at minimum include building foundations, within such two and one-half (2 ½) years.

6.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

7.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property, and shall run with title to the same upon being duly recorded against the Property by the City.

8.0 Controlling Law and Venue. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

9.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto, or their successors or assigns, and approved by the City Commission.

10.0 Entire Agreement and Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

11.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

12.0 Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

13.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.

14.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

15.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

16.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

19.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

20.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

21.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the Effective Date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

22.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

23.0 Termination. In addition to termination as provided in Section 22.0 above, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits for the Project within two (2) years of the Effective Date of this Agreement. Further, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to substantially commence vertical construction of buildings, which shall at minimum include building foundations, within two and one-half (2 ½) years of the Effective Date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 22.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

24.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.

25.0 **Force Majeure.** The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended Time Period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

26. **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

Phil Hursh, Interim City Manager
City of Winter Springs
1126 East S.R. 434
Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

For Developer:

IMPOWER, INC.
2290 N. Ronald Reagan Blvd
Suite 116
Longwood, Florida 32750
Attn:
Phone:
Email:

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

27.0 **Assignment.** Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF WINTER SPRINGS CITY SEAL

By: _____
Kevin McCann, Mayor

Date: _____

ATTEST:

By: _____
Christian Gowan, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter Springs, Florida, only.

By: _____
Anthony A. Garganese, City Attorney

Signed, sealed and delivered in the presence of the following witnesses:

IMPOWER, INC.

_____
Print name and title: _____
_____

_____
Signature of Witness

Date: _____

_____
Print Name of Witness

_____
Signature of Witness

_____
Print Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2023, by _____, the _____ of IMPOWER, Inc., a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

EXHIBIT A

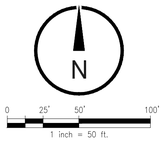
Property Legal Description

Lot 4 and Lot 5, ENTZMINGER FARMS, Addition #2, according to the Plat thereof as recorded in Plat Book 5, Page 9, Public Records of Seminole County, Florida, less the west 50 feet of said Lot 4.
RESERVING AND EXCEPTING therefrom, however, a reversionary interest unto Grantor, its successors or assigns, the entire fee simple interest in the event said property shall cease to be utilized for charitable, public purposes with the primary purpose of serving the needs of youth of Seminole County, Florida; also reserving a reversionary interest unto Grantor in the event Grantee, its successors or assigns, shall be unable or unwilling to meet lien or mortgage encumbrances against the property or otherwise fail to cure any liens of defaults under such encumbrances.
RESERVING also unto Grantor a reversionary interest of the fee simple interest to said property if it is transferred unto a governmental agent, authority or municipality.

EXHIBIT B

Conceptual Sketch





LEGAL DESCRIPTION

DESCRIPTION:
LOT 4 AND LOT 5, ENTZMINGER FARMS, ADDITION No. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 9, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE WEST 50 FEET OF SAID LOT 4.

SITE DATA:

PARCEL ID: 3420305AW00000040
ADDRESS: 580 Old Sanford/Oviedo Road, Winter Springs, FL 32708
FUTURE LAND USE: Industrial
ZONING: I-1

TOTAL AREA	= 13.5 AC.
EXIST. BLDG AREA (1 thru 6)	= 4363+2628+1500+2220+5330+2024= 18065 SF
EXIST. PAVEMENT	= 38152 SF
EXIST. IMPERVIOUS AREA	= 56217 SF = 1.29 AC.*
EXISTING WALK REMOVED	= 570 SF
NEW WALK ADDED	= 882 SF
NEW BUILDING ADDTION	= 2500 SF
EXISTING F.A.R.	= 0.031
NEW F.A.R.	= 0.035
TOTAL IMPERVIOUS AREA	= 59029 SF = 1.35 AC.*
NEW I.S.R.	= 0.1

PARKING DATA (EXISTING)

STANDARD	= 49 SPACES
ADA	= 5 SPACES
TOTAL	= 54 SPACES

SCOPE OF WORK:

RENOVATION AND ADDITION TO EXISTING BUILDING 4

PROJECT SCOPE
EXIST. BUILDING
RENOVATION (2200 SF)
PLUS BUILDING ADDITION
(2500 SF)



SKConsortium, Inc.
URBAN DESIGN PLANNING ENGINEERING
1053 N. ORLANDO AVE. ■ SUITE 3 ● MAITLAND ▲ FLORIDA 32751
TELEPHONE 407-629-4288 ■ FACSIMILE 407-629-1656 ● EB# 7080

Seal: Majid Kalaghchi P.E. 41046

CONDITIONAL USE SITE PLAN

GROVE IMPOWER BUILDING ADDITION

MARK CONSTRUCTION

SANFORD, FLORIDA

PRELIMINARY SITE PLAN 1-6-23
DESIGN DEVELOPMENT 1-18-23
CITY CUP 03-01-23

Issue Date and Purpose

Project Number: 2236

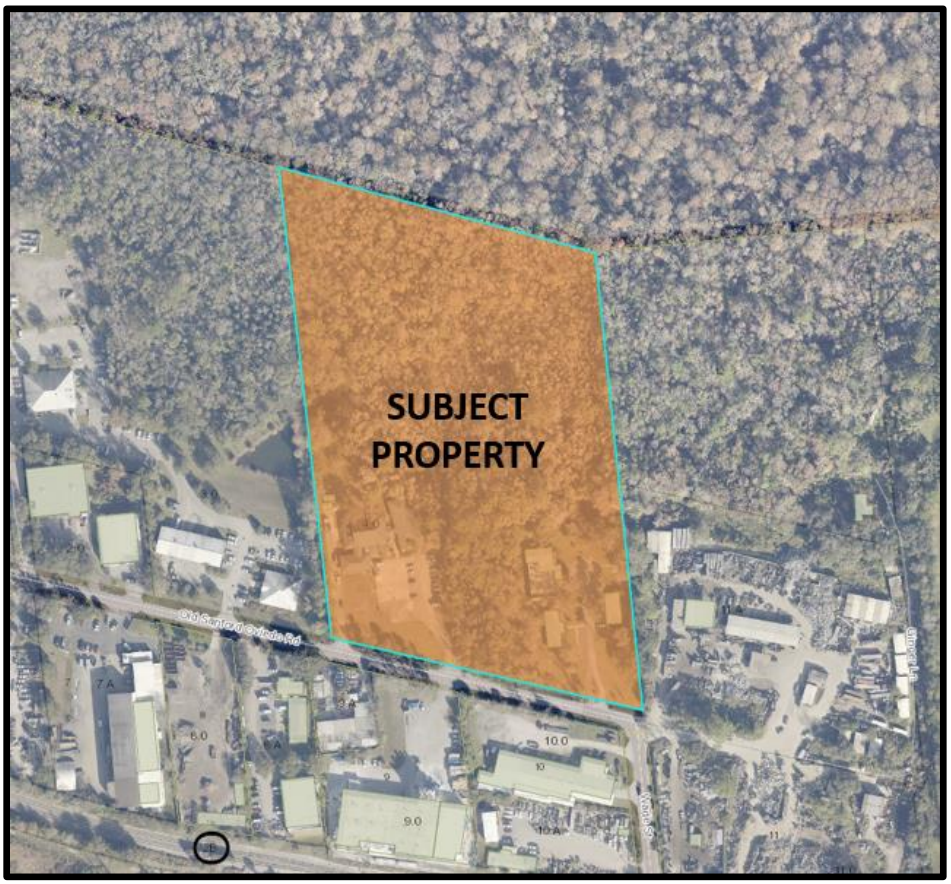
Drawn by: SKC
Checked: M. KALAGHCHI
File No: 0557/0557

C100

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Project Site

Parcel ID #34-20-30-5AW-0000-0040



CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@wintersprings fl.org

Application – Conditional Use

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Chapter 20–Zoning Sec.20-33. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per Chapter 20–Zoning Sec.20-29.1.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (7) days prior to the Planning & Zoning Board (PZB) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with Chapter 2 – Administration Sec. 2-30 of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Conditional Use recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Conditional Uses and may impose reasonable conditions on any approved Conditional Use to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Conditional Use which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Conditional Use, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Conditional Use shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Conditional Use

REQUIRED INFORMATION:

Applicant(s): IMPOWER, Inc. Date: 2/23/2023

Mailing address: 2290 N Ronald Reagan Blvd, Suite 116, Longwood, FL 32750

Email: akesic@impowerfl.org

Phone Number: 407.491.0965

Property Owner(s): IMPOWER INC.

Mailing Address: 580 OLD SANFORD OVIEDO ROAD, WINTER SPRINGS, FL 32708-2637

Email: akesic@impowerfl.org

Phone Number: 407.491.0965

Project Name: GROVE IMPOWER BUILDING ADDITION

Property Address: 580 OLD SANFORD OVIEDO ROAD, WINTER SPRINGS, FL 32708

Parcel ID(s): 34-20-30-5AW-0000-0040

Parcel Size: 13.61 ACRES

Existing Use: MENTAL HEALTH COUNSELING FACILITY

Future Land Use: OFFICE

Zoning District: I-1, INDUSTRIAL

Community Workshop Date: TBD

Conditional Use that is being requested? building renovation and addition of existing mental health counseling fac.

How is the Conditional Use (density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions parking and traffic generating characteristics, number of persons anticipated using, residing or working under the conditional use, and other offsite impacts) compatible and harmonious with adjacent land uses?

SEE ATTACHED

Will the Conditional Use adversely impact land use activities in the immediate vicinity? If no, why not?

SEE ATTACHED

Demonstrate the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

SEE ATTACHED

Will the proposed use have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values? If no, why not?

SEE ATTACHED

Will the proposed use have an adverse impact on natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards? If no, why not?

SEE ATTACHED

Will the proposed use have an adverse impact on historic, scenic and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources? If no, why not?

SEE ATTACHED

Will the proposed use have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities? If no, why not?

SEE ATTACHED

Will the proposed use have an adverse impact on housing and social conditions, including a variety of housing unit types and prices, and neighborhood quality? If no, why not?

SEE ATTACHED

Will the proposed use avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements? If no, why not?

SEE ATTACHED

Demonstrate that the conditional use and associated site plan have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

SEE ATTACHED

If the proposed conditional use is a residential use, whether the elementary, middle and high schools (K-12) that will be initially assigned to the residential project by the School District at the time the city commission considers final approval of the conditional use have both sufficient capacity, are in close proximity to the project so as to make each of the assigned schools accessible and convenient (e.g., walking distance, travel time, private and public transportation, and quality of route environment) to the majority of the school population that will be drawn from the project, and promote and support the integration of future residents of the project into the existing city of Winter Springs community in a sustainable manner.

SEE ATTACHED

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes X No _____

List all witnesses that the applicant intends to present to the City Commission to provide testimony:

N.A.

Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

SITE PLAN, SURVEY AND AERIAL PHOTOGRAPHS SUBMITTED HEREWITH

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

REQUIRED DOCUMENTATION (PDF):

X A complete Application and Fee ($500.00*)

X A general description of the relief sought under this division

X A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division

X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (to scale).

N.A. An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.

N.A. An acceptable security plan for the proposed establishment that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood.

N.A. An acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than 20,000 square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood.

N.A. For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 – Zoning Sec.20.29 Applications (7) – (11).

* Fees are as shown above, plus actual costs incurred for advertising and/or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the City's consultant), payable prior to approval of the pertinent stage of development.

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Conditional Use for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

CITY OF WINTER SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
1126 East State Road 434
Winter Springs, Florida 32708
customerservice@winterspringsfl.org

Application – Conditional Use

Applicant Name (Print): Anna Kesic, President/CEO.

Applicant Signature: _____ Date: _____

Business Name: IMPOWER, Inc.

Address: 2290 N Ronald Reagan Blvd, Suite 116, Longwood Parcel ID: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: _____ (seal):

Notary Public Signature: _____

My Commission expires: _____

Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.

Property Owner's Name (Print): IMPOWER, Inc.

Property Owner Signature: A N Kesic Date 2/23/23

STATE OF FL COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of February, 2023 by Anna Kesic who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

_____ Date: 2/23/2023 (seal):

Notary Public Signature: Joanna Knight

My Commission expires: 1/5/2027

JOANNA KNIGHT
MY COMMISSION # HH 346726
EXPIRES: January 5, 2027

PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Second Reading of Ordinance 2023-06, Amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service.

SUMMARY

Staff is requesting that the City Commission hold a Public Hearing and approve the Second Reading, amending the City of Winter Springs Comprehensive Plan, Infrastructure Element and Capital Improvements Element relating to Stormwater Management and Levels of Service. On January 9, 2023, the City Commission adopted a temporary moratorium on the filing, processing, consideration, or decision of final engineering plan and subdivision of land applications for developments requiring the construction of stormwater management and drainage systems.

As a result of the adoption of that temporary moratorium, the City Commission instructed City Staff to work with Pegasus Engineering to study the impacts of recent flooding as a result of Hurricane Ian and Hurricane Nicole and to determine if there were changes that could be made to Chapter 9 of the City Code related to stormwater design requirements. This ordinance amends the City's Comprehensive Plan, specifically the Infrastructure Element and Capital Improvements Element, to address changes to the City's stormwater management requirements addressed in Ordinance 2023-07.

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends that the City Commission hold a Public Hearing and approve the Second Reading of Ordinance 2023-06.

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN, INFRASTRUCTURE ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT RELATING TO STORMWATER MANAGEMENT AND LEVELS OF SERVICE, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, section 163.3161, et. seq., Florida Statutes, established the Community Planning Act; and

WHEREAS, consistent with the Community Planning Act, the City Commission adopted the City of Winter Springs Comprehensive Plan; and

WHEREAS, pursuant to the Community Planning Act, the City of Winter Springs may update its Comprehensive Plan as necessary to adapt to the changing needs of the City's residents and to ensure that the Plan reflects the best practices in city planning thus ensuring responsible future development; and

WHEREAS, the Local Planning Agency has reviewed the amendments to the Comprehensive Plan, Infrastructure Element and Capital Improvements Element, set forth herein, held an advertised public hearing, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the City Commission, after considering the Local Planning Agency's review comments and recommendations for amendments to the Comprehensive Plan Infrastructure Element and the Comprehensive Plan Capital Improvements Element, desires to adopt the amendments set forth herein in order to ensure that specific level of service standards for stormwater management will be located exclusively in the City's land development code; and

WHEREAS, the City Commission hereby finds that updating the City's stormwater management policies will be vital for the future well-being of the City and its residents; and

WHEREAS, establishing the City's specific level of service standards for stormwater management exclusively within the City's land development code will prevent inconsistencies

from occurring between the City's Comprehensive Plan and land development code and will provide the City with greater flexibility to adapt to future needs of the community as increased amounts of stormwater runoff associated with increasingly strong and frequent severe rainfall events are expected in Central Florida; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, Sections 163.3161, et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** The purpose and intent of this Ordinance is to adopt amendments to the Comprehensive Plan which incorporate the revisions stated herein as a part of the City of Winter Springs Comprehensive Plan.

Section 4. **Adoption of Text Amendment.** The City Commission of the City of Winter Springs hereby amends the Infrastructure Element of the Winter Springs Comprehensive Plan as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the text existing in the Infrastructure Element. It is intended that the text in the Infrastructure Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

CHAPTER IV
INFRASTRUCTURE ELEMENT

IV-A GOALS, OBJECTIVES AND POLICIES

* * *

DRAINAGE

GOAL 4: Provide a stormwater system of appropriate capacity to protect the life and property of the citizens of the City, as well as decreasing adverse environmental impacts attributable to stormwater runoff.

Objective 4.1: Flood Control. The City shall achieve and maintain the following adopted stormwater management Level of Service (LOS) standards that shall meet or exceed state and federal regulations for stormwater quality and quantity.

Policy 4.1.1: Adopt LOS standards as follows: Require new development and redevelopment to meet the following water quality and quantity standards.

• Water Quantity - At a minimum, the ~~peak~~ post-development peak discharge ~~runoff~~ rate or discharge volume as applicable shall not exceed the ~~peak~~ pre-development ~~runoff~~ peak discharge rate or discharge volume for the ~~25-year, 24-hour~~ design storms events identified in the City's Land Development Code. In addition, if downstream facilities (from the positive outfall of the development) are inadequate to convey the post-development peak discharge rates for the applicable design storm events, the development shall be required to accommodate its proportion of ~~basin runoff~~ the discharge rates above the downstream systems actual capacity.

• Water Quality - Stormwater treatment shall be required to serve the development through a stormwater treatment system which is site-specific; or serve sub-areas of the City and, if applicable, Seminole County. Regardless of the area served, the stormwater treatment system must provide a level of treatment which meets the requirements of the Florida Administrative Code (F.A.C.).

• Roadway construction - All public roadways within a development, and required as part of the development order, shall be designed and constructed to standards which do not allow any amount of water above the roadway during the following storm events for the following roadway types:

• Local Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

• Collector Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

• Arterial Roadway – 100-year, 24-hour design storm event (~~10.6~~ 11.6 inches of rainfall).

* * *

IV-E DRAINAGE SUB-ELEMENT

* * *

B. STORMWATER FACILITIES INVENTORY

* * *

3. Capacity and Level of Service

The areas of Winter Springs that have a paved infrastructure system under the control and maintenance of the City and have a stormwater management system with a design capacity to handle a 25-year, 24-hour storm event represent approximately 59% of the City's overall area. Approximately 95 percent of the City's drainage facility capacity is apportioned to the City; the remainder serves the cities of Oviedo and Casselberry.

The 10-, 25-, and 100-year, 24-hour storm events were considered in the analysis of the City's six (6) drainage basins (Soldiers Creek, Gee Creek, No Name Creek, Howell Creek, Bear Gully Creek and Sweetwater Creek) ~~existing drainage systems~~. These storm events were selected by the City's staff to evaluate the LOS of the City's drainage basins ~~existing secondary drainage systems~~. The approximate LOS for the City's six (6) drainage basins ~~secondary drainage systems~~ was determined as required by Chapter 9J-5, F.A.C. The LOS for the analysis of the secondary basins was assigned as summarized below:

- LOS A – Protection from 100-year, 24-hour storm event
- LOS B - Protection from 25-year, 24-hour storm event
- LOS C - Protection from 10-year, 24-hour storm event
- LOS D - Flooding from 10-year, 24-hour storm event

* * *

Section 5. Adoption of Text Amendment. The City Commission of the City of Winter Springs hereby amends the Capital Improvements Element of the Winter Springs Comprehensive Plan as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the text existing in the Capital Improvements Element. It is intended that the text in the Capital Improvements Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

CHAPTER IX
CAPITAL IMPROVEMENTS ELEMENT

A. GOALS, OBJECTIVES, AND POLICIES

* * *

Objective 1.2: ***Level of Service (LOS) and Mobility Strategies.*** The City shall utilize Level of

Service (LOS) criteria and mobility strategies defined in the various elements of this Plan when determining the timing and funding of capital projects and to assist in determining a fair share that a development should contribute to the achievement of mobility strategies. The City must demonstrate that the LOS standards will be achieved and maintained by the end of the five-year planning period. A deficiency is a facility of service that does not meet (is operating below) the adopted Level of Service (LOS) standard. Within the citywide TCEA, mobility strategies as detailed in the Multimodal Transportation Element shall apply, which include Quality/Levels of Service (Q/LOS) for monitoring purposes. The City shall annually monitor evaluate whether conditions that trigger the need to alter Q/LOS standards (as identified in the Multimodal Transportation Element) have been achieved. If so, necessary improvements shall be included in capital or operating budgets and within the Capital Improvements Element. (Ord. 2010-18; 10-25- 10)

Policy 1.2.1: Adopt LOS standards and mobility strategies for facilities and infrastructure as follows:

* * *

e) Stormwater Management- (Cross Reference: See Infrastructure Element, Policy 4.1.1.)

1) Water Quantity - ~~Peak post-development runoff rate shall not exceed peak pre-development runoff rate for the 25year, 24-hour storm event.~~ The post-development peak discharge rate or discharge volume as applicable shall not exceed the pre-development peak discharge rate or discharge volume for the design storm events identified in the City's Land Development Code. Each development shall accommodate its proportion of basin runoff rate above the downstream systems actual capacity.

2) Water Quality - Stormwater treatment system which meets the requirements of the Florida Administrative Code (F.A.C.) and which is site-specific or serve sub-areas of the City.

3) Roadway construction - All public roadways within a development shall be designed and constructed to standards which do not allow any amount of water above the roadway centerline during the following storm events for the following roadway types:

i. Local Roadway – 25-year, 24-hour design storm event (8.6 inches of rainfall).

ii. Collector Roadway – 25-year, 24-hour

design storm event (8.6 inches of rainfall).

iii. Arterial Roadway – 100-year, 24-hour design storm event (~~10.6~~ 11.6 inches of rainfall).

* * *

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Commission of the City of Winter Springs, or parts of Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said Amendments shall be incorporated into the City of Winter Springs Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 9. Effective Date and Legal Status of the Plan Amendment. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184 (3)(c), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Winter Springs Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Winter Springs Comprehensive Plan, as amended.

_____

KEVIN McCANN
Mayor

ATTEST:

_____

CHRISTIAN GOWAN
City Clerk

Approved as to legal form and sufficiency for
The City of Winter Springs only:

_____

ANTHONY A. GARGANESE, City Attorney

First Legal Advertisement: _____
Transmittal Hearing: _____
Second Legal Advertisement: _____
Adoption Hearing: _____
Effective Date: _____

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION WILL CONSIDER THE ADOPTION OF THE FOLLOWING:

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN, INFRASTRUCTURE ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT RELATING TO STORMWATER MANAGEMENT AND LEVELS OF SERVICE, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

THE CITY COMMISSION SECOND READING/ADOPTION

PUBLIC HEARING

WILL BE HELD ON MONDAY, AUGUST 28, 2023
AT 6:30 P.M. OR SOON THEREAFTER IN THE
COMMISSION CHAMBERS LOCATED AT
WINTER SPRINGS CITY HALL
1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties Between 8 a.m. and 5 p.m., Monday through Friday, at the City's Clerk's Office, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #253. Persons with Disabilities needing assistance to participate in any of these proceedings should call (407) 327-1800 #227, 48 hours in Advance of the meeting. This is a public hearing, and interested Parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

8/16/2023 7481471

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION WILL CONSIDER THE ADOPTION OF THE FOLLOWING:

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING THE CITY OF WINTER SPRINGS COMPREHENSIVE PLAN, INFRASTRUCTURE ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT RELATING TO STORMWATER MANAGEMENT AND LEVELS OF SERVICE, PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

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8/16/2023 7481471

PUBLIC HEARINGS AGENDA ITEM 403

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Second Reading Ordinance 2023-09 Extension of Duke Energy Florida LLC Franchise Agreement

SUMMARY

FUNDING SOURCE

N/A

RECOMMENDATION

Staff requests that the City Commission consider adopting on Second Reading Ordinance 2023-09 granting the franchise agreement extension to the DUKE ENERGY FLORIDA, LLC, AS SUCCESSOR IN INTEREST TO FLORIDA POWER CORPORATION d/b/a DUKE ENERGY FLORIDA, INC. for a term of 10 years to provide electric utility service within the City of Winter Springs.

Melissa Seixas
State President - Florida

Duke Energy Florida:
299 First Avenue North
St. Petersburg, FL 33701

Melissa.Seixas@duke-energy.com

July 18, 2023

Christian Gowan
City Clerk
1126 E. State Road 434
Winter Springs, FL 32708

Phil Hursh, Stuart MacLean, Anthony Garganese
City of Winter Springs 1126 E. State Road 434
Winter Springs, FL 32708

VIA _____

RE: Renewal of City of Winter Springs, Florida Ordinance No. 2014-07 (the "Franchise Ordinance")

Dear City of Winter Springs:

Pursuant to Section 5 of the Franchise Ordinance, the initial ten-year term of the Franchise Ordinance continues through March 23, 2024 ("Initial Term") and provides the option to renew the Franchise Ordinance for an additional ten-year term upon the written approval of the parties. Upon execution of this letter agreement (referred to herein as the "Franchise Renewal"), Duke Energy Florida, LLC, as successor in interest to Florida Power Corporation d/b/a Duke Energy Florida, Inc. ("Duke Energy") and the City of Winter Springs, Florida ("City") hereby mutually agree to the renewal of the Franchise Ordinance on the same terms for an additional ten-year term, which shall begin immediately upon the expiration of the Initial Term and commence on March 24, 2024 ("Renewal Term").

For the avoidance of doubt, no other modifications of the Franchise Ordinance are contemplated or effected by this Franchise Renewal, and the parties hereby affirm the binding and continuing nature of their obligations under the Franchise Ordinance as amended herein both with respect to the remainder of the Initial Term and the Renewal Term. This Franchise Renewal is the full and complete agreement between the parties and supersedes and replaces all prior oral or written agreements between the parties with respect to the subject matter hereof. Each party represents that the execution, delivery and performance by each of Duke Energy and City of this Franchise Renewal and the consummation of the renewal contemplated herein have been duly authorized by all necessary limited liability company action or governmental action, as applicable, on the part of each of Duke Energy and City respectively. Upon execution, this Franchise Renewal shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Pursuant to Section 17 of the Franchise Ordinance, Duke Energy shall send and City shall return executed versions of this Franchise Renewal by United States Mail, Certified Mail return receipt requested or by recognized commercial delivery; provided, however, Duke Energy is hereby updating its notice address under the Franchise Ordinance and requesting that the executed copy of the Franchise Renewal be returned to the following address:

Duke Energy
Attn: Government & Community Relations Dept.
299 1st Avenue North – FL-163
St. Petersburg, FL 33701

Please also retain a copy of the fully executed Franchise Renewal in the official record of the City so that it may be a matter of record along with the original Franchise Ordinance passed and adopted on March 24, 2014.

On behalf of the entire Duke Energy team, I commend everyone that has been involved in finalizing this franchise renewal. We at Duke Energy are proud of our many years of service to the community. We look forward to our ongoing partnership with the City of Winter Springs and being the sole electricity utility in your community for the next ten years.

Respectfully,

Melissa Seixas
State President Florida
Duke Energy

ACCEPTED AND AGREED:

CITY OF WINTER SPRINGS, FLORIDA

_____
Christian Gowan, City Clerk
Date:_____

_____
Kevin McCann, Mayor
Date:_____

Approved as to form and legality
for the use and reliance of the
City of Winter Springs, Florida

_____
Anthony Garganese, City Attorney
Date:_____

cc: Patty D'Alessandro
Michelle Lee
Sharon Arroyo
Kris Tietig
Jeff James

ORDINANCE NO. 2023-09

AN ORDINANCE GRANTING A 10-YEAR FRANCHISE EXTENSION TO FLORIDA POWER CORPORATION d/b/a DUKE ENERGY FLORIDA, LLC RELATING TO THE PROVISION OF ELECTRIC UTILITY SERVICE WITHIN THE CITY OF WINTER SPRINGS UNDER THE TERMS AND CONDITIONS RELATED TO THE NON-EXCLUSIVE FRANCHISE GRANTED PURSUANT TO ORDINANCE NO. 2014-07; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 166.021(1) provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Commission of the City of Winter Springs, Florida recognizes that the City of Winter Springs and its citizens need and desire the continued benefits of electric service; and

WHEREAS, Duke Energy Florida, LLC. (Company) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, on March 24, 2014, the City Commission adopted Ordinance No. 2014-07 granting a ten (10) year franchise to the Company for the purpose of supplying electricity to the City and for the other purposes stated therein effective March 24, 2014 ("Franchise Agreement"); and

WHEREAS, Section 5 of Ordinance No. 2014-07 provides for an additional ten (10) year renewal option of the Franchise Agreement upon mutually agreement of the parties; and

WHEREAS, Company and the City of Winter Springs desire to renew the Franchise Agreement for an additional ten (10) years; and

WHEREAS, the City Commission of the City of Winter Springs deems it to be in the best interest of the City of Winter Springs and its citizens to renew the Franchise Agreement;

NOW THEREFORE, BE IT ENACTED BY THE COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA:

SECTION 1. Renewal of Franchise Agreement; Optional Renewal Term.

The City deems it necessary, desirable and in the interest of its citizens to renew the Franchise Agreement with Duke Energy Florida, LLC. (f.k.a. Duke Energy Florida, Inc.) for an additional ten (10) year term in accordance with Section 5 of Ordinance No. 2014-07. Said renewal shall become effective immediately upon the expiration of the current term provided this Franchise Agreement has been duly executed by Duke Energy Florida, LLC. All provisions of Ordinance No. 2014-07 not expressly modified herein shall remain in full force and effect. The Franchise Agreement granted hereunder may be renewed for an additional ten (10) years with the prior written approval of the parties.

SECTION 2. Terms and Condition.

All provisions of Ordinance No. 2014-07 not expressly modified herein shall remain in full force and effect.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

FIRST READING AND PUBLIC HEARING: August 14, 2023

SECOND READING AND PUBLIC HEARING: August 28, 2023

ATTEST:

_____ _____

Christian Gowan, City Clerk **Kevin McCann, Mayor**

Approved as to form and legality for the
Use and reliance by the City of Winter Springs, Florida,
only:

_____

Anthony Garganese, City Attorney

The terms and conditions of this Ordinance
are hereby duly accepted by Company
on this ____day of _____, 2023:

_____

_____, State President

Duke Energy Florida, LLC.

NOTICE OF PUBLIC HEARING CITY OF WINTER SPRINGS

NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2023-09

AN ORDINANCE GRANTING A 10-YEAR FRANCHISE EXTENSION TO FLORIDA POWER CORPORATION d/b/a DUKE ENERGY FLORIDA, LLC. RELATING TO THE PROVISION OF ELECTRIC UTILITY SERVICE WITHIN THE CITY OF WINTER SPRINGS UNDER THE TERMS AND CONDITIONS RELATED TO THE NON-EXCLUSIVE FRANCHISE GRANTED PURSUANT TO ORDINANCE NO. 2014-07; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION SECOND READING/ADOPTION PUBLIC HEARING WILL BE HELD ON MONDAY, AUGUST 28, 2023 AT 6:30 P.M. OR SOON THEREAFTER IN THE COMMISSION CHAMBERS LOCATED AT WINTER SPRINGS CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES THE RIGHT TO POSTPONE OR CONTINUE THE PUBLIC HEARING ON THIS ORDINANCE AT THIS MEETING WITHOUT FURTHER NOTICE.

The proposed ordinance may be obtained by interested parties between 8 a.m. and 5 p.m., Monday through Friday, from the office of the City Clerk, located at 1126 E. SR 434, Winter Springs, Florida. For more information, call (407) 327-1800 #237. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department Coordinator, 48 hours in advance of the meeting at (407) 327-1800, #236. This is a public hearing. Interested parties are advised that they may appear at the meeting and be heard with respect to the proposed ordinance. If you decide to appeal any recommendation or decision made by the City Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and for such purposes, you may need to ensure that a verbatim record of the proceedings is made upon which the appeal is based.

8/16/2023 7481457

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Non-Binding Presentation: Catalyst Development Partners

SUMMARY

The applicant intends to present their concept for a Mixed-Use Development located on the north side of East State Road 434, at the intersection of Michael Blake Boulevard, in the Town Center District (T5 Urban Center Zone). The T5 urban center zone comprises the core of the town center and is synonymous with the city's urban central business district. It shall consist of a higher intensity mix of uses that include retail, offices, and residential. T5 areas typically have fairly small blocks with wide sidewalks, regularly-spaced tree plantings. The proposed development is comprised of approximately 162 apartment units and 10,000 SF of retail. The applicant is looking for feedback from the City Commission specifically as it relates to use and aesthetics.

FUNDING SOURCE

RECOMMENDATION

The City Commission may review and provide non-binding and preliminary review comments as a courtesy to the applicant per Sec. 20-28-1.



Winter Springs Mixed-Use Project

WINTER SPRINGS TOWN CENTER

RETAIL OUTPARCELS + MULTIFAMILY DEVELOPMENT FRONTING SR-434

CONCEPTUAL SITE PLAN





LEGEND

MULTIFAMILY

- (M1) 3 STORY (TYPE VA) - 2 BUILDINGS
  TOTAL : 72 UNITS (36 UNITS/BLDG)
- (M2) 3 STORY (TYPE VA) - 3 BUILDINGS
  TOTAL : 90 UNITS (30 UNITS/BLDG)

TOTAL UNITS : 162
AVG HEATED AREA - MF : 900 SF (APPROX.)
TOTAL PARKING : 251 SPACES
PARKING RATIO PROVIDED : 1.55 SPACES/DU

RETAIL

- (R1) BUILDING A
  TOTAL : 7,166 SF
- (R2) QSR 1
  TOTAL : 1,275 SF
- (R3) QSR 2
  TOTAL : 1,900 SF
- (R4) LEARNING CENTER
  TOTAL : 10,000 SF

TOWN CENTER



TOWN CENTER - RETAIL



*Retail portion left unshaded

TOWN CENTER – MULTIFAMILY RESIDENTIAL



*Multifamily portion left unshaded

TOWN CENTER



*Mixed-Use Project left unshaded

ROUNDABOUT VIEW



VIEW ON MICHAEL BLAKE BOULEVARD



SAMPLE ELEVATION



SAMPLE ELEVATION



SAMPLE ELEVATION



PEDESTRIAN CONNECTIVITY



LEASING CENTER / RESIDENT AMENITY



POOL / OUTDOOR AMENITY



INTERIOR CONCEPT



INTERIOR CONCEPT



INTERIOR CONCEPT



MIXED USE SYNERGY

T-5 ZONING	Town Center 5 (T-5) is the highest intensity zoning to support being the core of the Winter Springs Town Center Overlay District
MIXED USE	Increased population density drives business activity and neighborhood vibrancy, fulfilling the vision for the Center
HOUSING	There is clear demand for additional market rate housing in Winter Springs to support critical segments of the work force
QUALITY OF LIFE	The project will provide residents with an amenitized lifestyle and walkability to shops, trails, schools, and the community
HIGH TAX BASE	A mixed-use project generates higher property taxes than a standalone retail development, supporting public services for the Town Center and its continued growth
LESS TRAFFIC	Mixed-Use produces less traffic impact than high intensity commercial due to walkability and differences in peak demand timing for residential versus commercial users

DEVELOPER PROFILE

Catalyst Development Partners (CDP) was founded by Rob Meyer, Mark Mechlowitz, and Jorge Sardinas.

The firm's principals have over three decades producing high-quality, dependable results with a commitment to develop and/or acquire quality multifamily, real estate opportunities throughout the Southeastern US. CDP Principals are deeply involved in every stage of planning, design, development, finance, operations, property management and marketing to impact realization on the vision for each project. Having developed and/or acquired approximately 6,800 units and $915M in completed projects, CDP has become a leader in the multifamily industry with a talented team of professionals with offices in Atlanta, GA and Jacksonville, FL.



ROB MEYER
RobM@catalystdp.com
678.666.1237



MARK MECHLOWITZ
MarkM@catalystdp.com
678.666.1282



JORGE SARDINAS
JorgeS@catalystdp.com
678.666.1292

SINCE ITS FORMATION IN 2010, CATALYST DEVELOPMENT PARTNERS HAS PRIVATELY AND JOINTLY FUNDED OVER $775M IN GROUND-UP DEVELOPMENTS AND MORE THAN $425M IN MULTIFAMILY ACQUISITION OPPORTUNITIES.



MULTIFAMILY SPECIALIZATIONS

- Development
- Construction
- Value Add
- Asset Management
- Financial Analysis

REGIONAL FOOTPRINT

- Central Florida
- North Florida
- Atlanta,GA
- Coastal Georgia
- Coastal South Carolina
- Raleigh NC
- Charlotte, NC
- Nashville, TN
- Birmingham, Al

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

UCF Winter Springs Incubator: Quarterly Report Presentation & 7th Modification to Economic Development Funding Agreement

SUMMARY

The UCF Business Incubation Program is an economic development effort designed to help create and sustain jobs in the community and spur economic growth throughout the region. This goal is accomplished by helping early-stage businesses grow to the point where they need to hire employees in order to continue operating and growing.

The City of Winter Springs engaged in an Economic Development Grant with the UCF Incubator in 2007. To date, the City has provided a total of approximately $1,100,000 in funding. In 2008, the City provided $200,000 followed up $75,000 yearly from 2011 to 2020. From 2021 to 2023 the City provided funding in the amount of $50,000 yearly.

The UCF Incubator made their last Quarterly Update presentation to the City Commission on August 8, 2022 and their last Annual Report (2021-2022) was provided to the City on December 19, 2022.

FUNDING SOURCE

General Government G/L001-19-1900-580820 - Grants/Aids - Private
From 2021 to 2023 the City provided funding in the amount of $50,000 yearly. The FY 23/24 Proposed Budget previously approved by the City Commission budgeted $75,000.

RECOMMENDATION

Staff's recommendation is for the City Commission to review the information provided and make a determination on the continued funding level for the UCF Winter Springs Incubator for Fiscal Year 2024. Additionally, Staff recommends the City Commission authorize the Interim City Manager to execute the attached 7th Modification to the Agreement with with University of Central Florida Research Foundation, Inc (UCF Incubator) for FY24.

QUARTERLY REPORT

2022-2023 Q2 & Q3 (JANUARY-JUNE)

The UCF Business Incubation Program provides business development and operational support to early-stage, innovative businesses throughout Central Florida. Since 1999, this award-winning program has supported hundreds of companies, who have collectively generated more than $400 million in sales and over $100 million in outside funding.



Table of Contents

Presentation Outline

- Programs/Services
- Participating Companies
- Metrics
- Highlight

Program & Services

- **Traction**

Helps new companies with little to no revenue to build the operational foundation of the business and develop a go-to-market strategy to cultivate an initial customer base.
Eligibility - have a scalable, for-profit business model; and have a minimal viable product (MVP) or service ready to sell.

- **Growth**

Helps companies with existing traction in the market to develop the infrastructure for scaling their business.
Eligibility - have a scalable, for-profit business model; and have already generated revenue from their product or service.

- **Soft Landing**

Helps international firms and companies headquartered outside the region that are interested in exploring the Central Florida or U.S. Markets.
Eligibility - headquartered beyond the Central Florida region; cannot be a franchise; must have at least one full-time business developer from Central Florida office.

Participating Companies

A S & Performance GROWTH	LifeBridge GROWTH	Program Works GROWTH	Tech Rage IT GROWTH	
CKS Marketing GROWTH	Structural Engineering GROWTH	Pro-Inspect GROWTH	One360 GROWTH	TimePlast GROWTH
Dicapta GROWTH	Paradise Studios GROWTH	Pro-Force SOFT LANDING	Freshorize SOFTLANDING	

Metrics

Q2-2022-2023
JAN - MARCH

- DIRECT HEADCOUNT - 110
- REVENUES - $4,865,347
- INVESTMENTS - $2,690,000
- GRANTS - $136,109
- Capacity - 90%

Q3-2022-2023
APR - JUNE

- DIRECT HEADCOUNT - 102
- REVENUES - $2,785,237
- INVESTMENTS - $50,000
- GRANTS - $184,035
- Capacity - 90%

Highlight

TimePlast - Tony Martinez

Techno-Organic Material Company

Contact US

For questions or concerns

Phone Number

407-278-4880

Email Address

wsincubator@ucf.edu

Website

www.incubator.ucf.edu

UCF 670



UCF | Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA

UCFBIP- Winter Springs

ANNUAL REPORT

2021-2022

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CITY OF WINTER SPRINGS
Incorporated 1959
IN GOD WE TRUST



GRANT OVERVIEW

The UCF Business Incubator–Winter Springs was launched in 2008 as a partnership between Seminole County government, the City of Winter Springs, the Florida High Tech Corridor Council, and the University of Central Florida (UCF) to assist in furthering Seminole County's economic development goals. The UCF Business Incubator–Winter Springs addresses local business development and entrepreneurship needs with the long-term purpose of facilitating new jobs and economic development opportunities for Seminole County and the City of Winter Springs.

MISSION

To provides business development and operational support to early-stage, technology and innovation-driven businesses throughout Central Florida.



PROGRAMS

The UCF Business Incubator has several programs to support entrepreneurs as they scale
their businesses:

•**Traction** – Moving a business entity with an existing prototype of a scalable innovative solution to initial customers with a go-to-market strategy and further product development.

•**Growth** (Core Incubation Program) – Moving an innovative solution with existing market traction into growth stage with sustainability.

•**Soft Landing** – Supporting expansion for successful technology companies headquartered
outside of Florida.

In addition, to the programming the UCFBIP offer workshops and seminars throughout the year and the majority are open to the business community.



LEADERSHIP

Carol Ann Logue
Director, Programs & Operations Innovation Districts & Incubation Program
Email - Carolann.dykeslogue@ucf.edu
Phone – 407-635-9882

Rob Panepinto
Director, Partnerships & Strategy, Innovation Districts & Incubation Program
Email – Rob.panepinto@ucf.edu
Phone – 407-467-5689

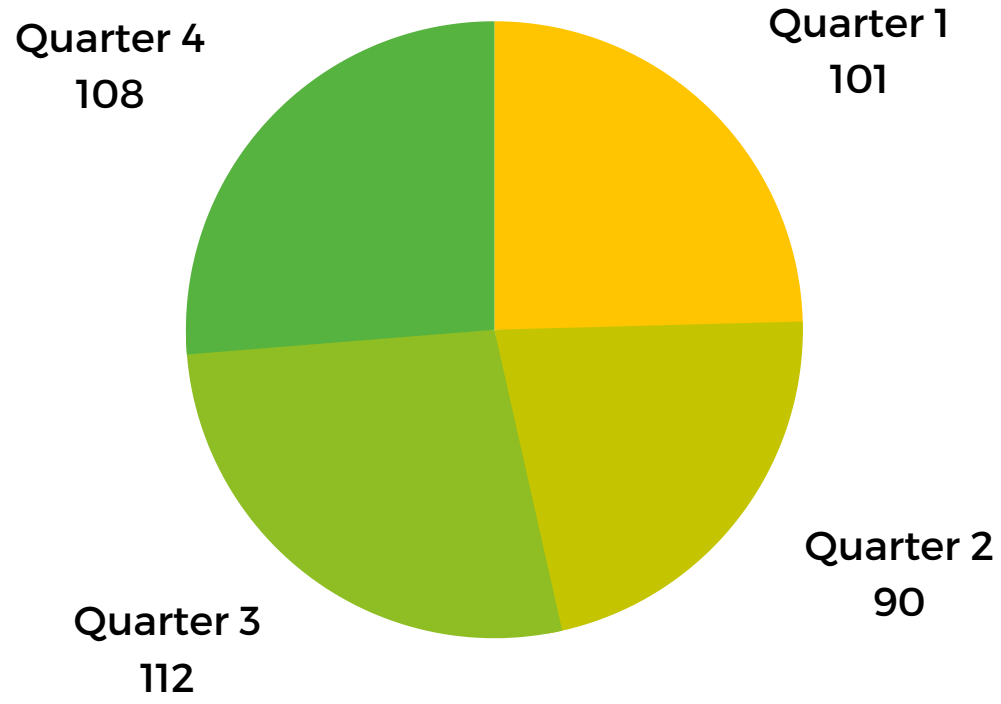
Rafael Caamano
Site Manager
Email – rafael@ucf.edu
Phone – 407-408-4297

Rhonda Granger-Gomez
Office Manager
Email – rhonda.granger@ucf.edu
Phone – 407-278-4880

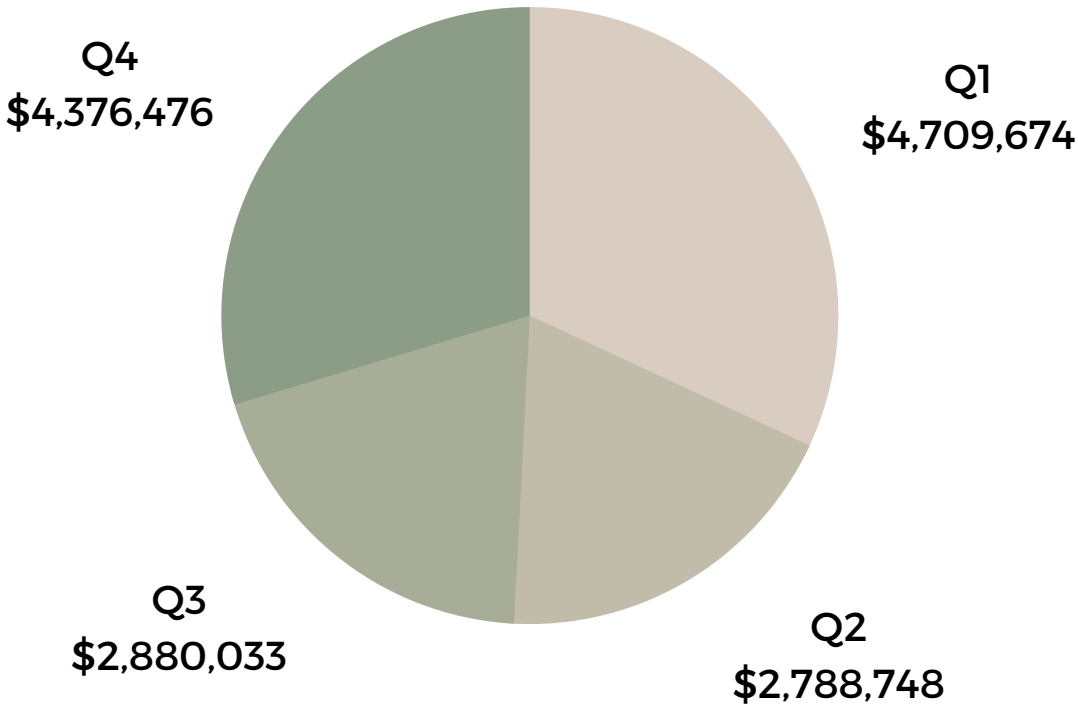
THE FIGURES

This graph shows the collection of data broke down into quarters. Data is collected quarterly utilizing Qualtrics allowing the companies to enter their information into the system.

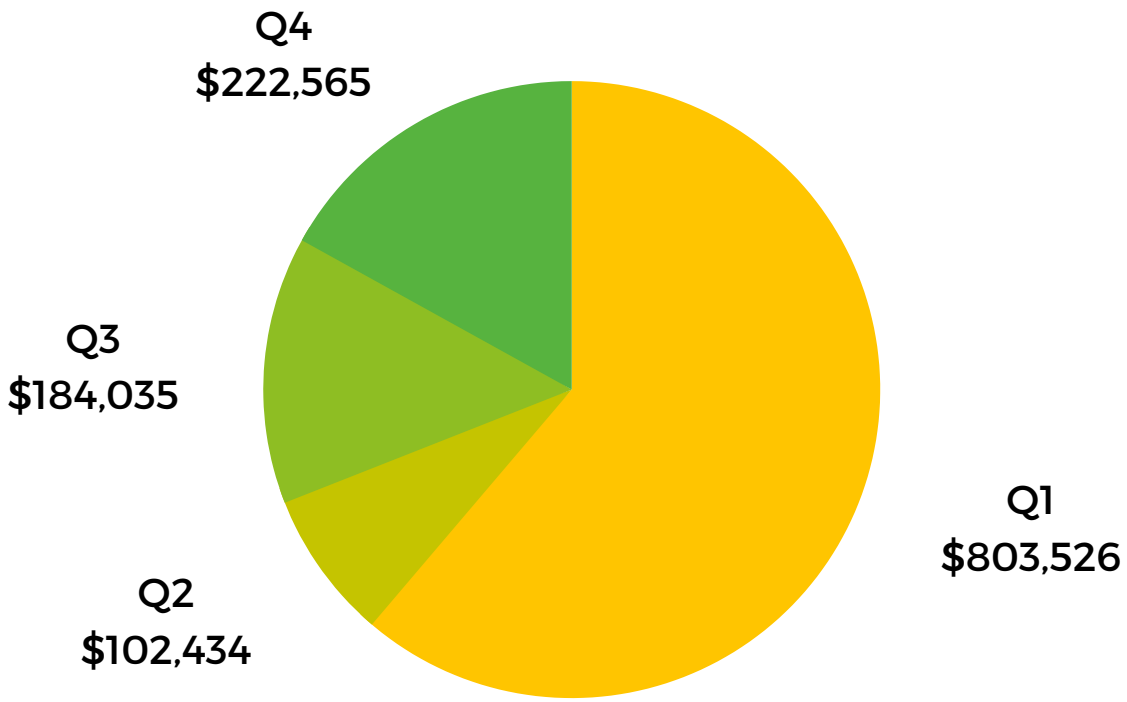
Headcounts



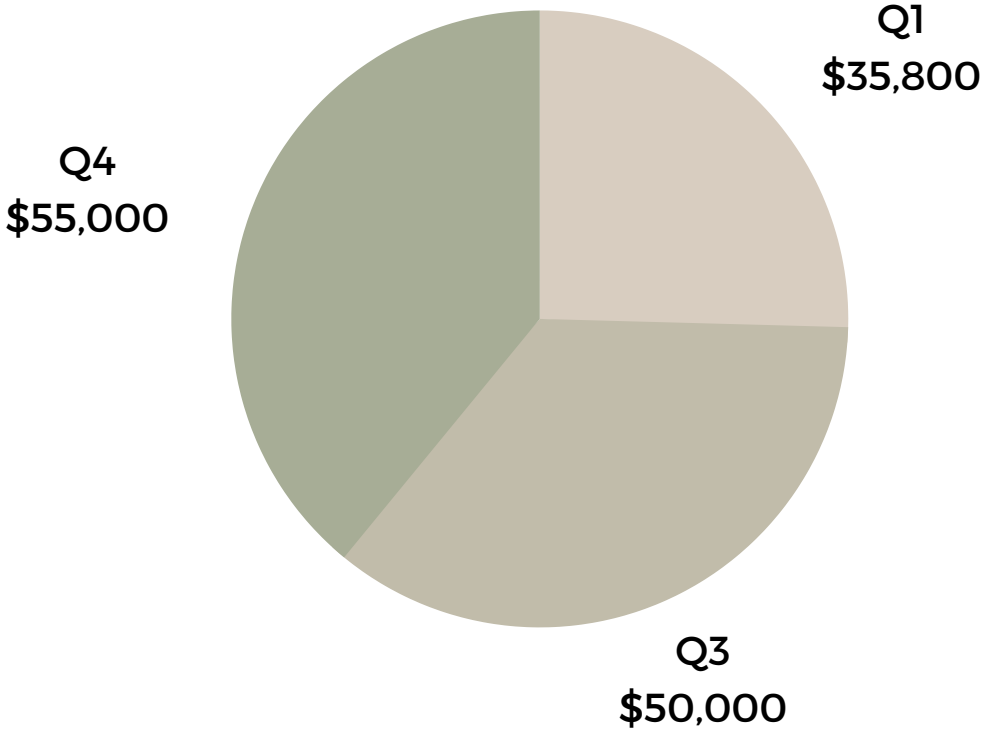
Revenues



Grants



Investments



TOTAL

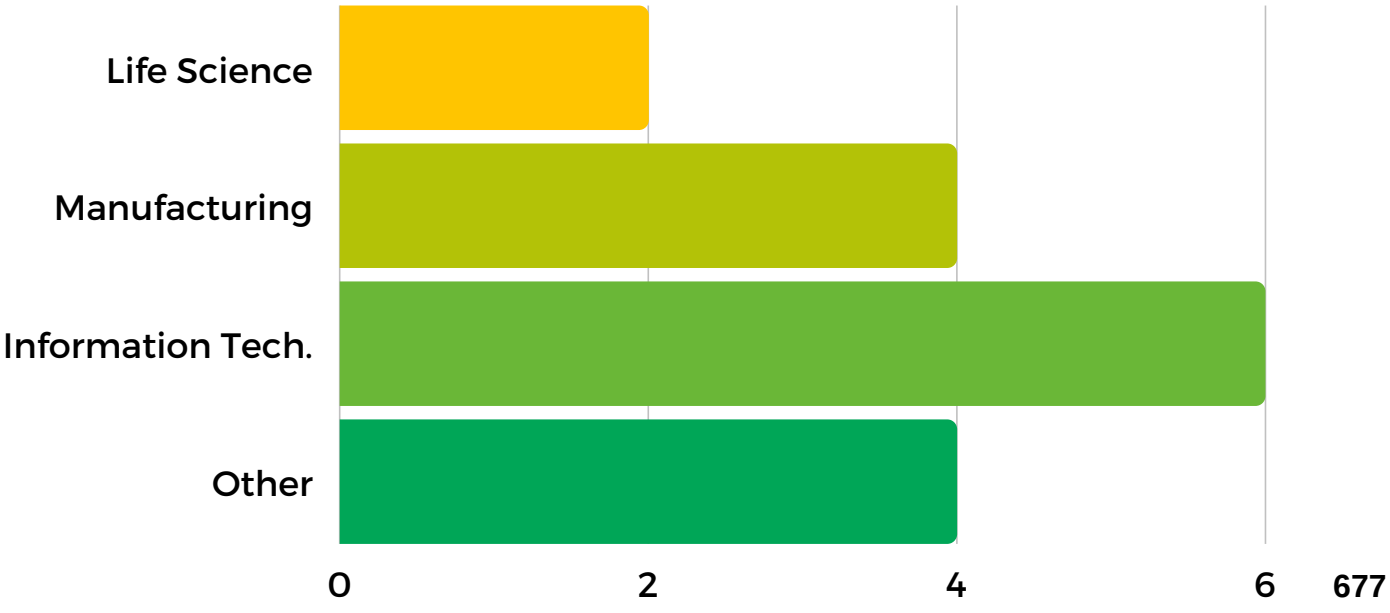
This graph shows a total balance based on quarterly data submitted by participating companies of the UCF Business Incubation Program in Winter Springs. The average headcount for 2021-2022 is 103.

Revenues: $14,754,931

Grants: $1,312,560

Investments: $140,800

INDUSTRIES



COMPANIES

Below is a list of participating companies during the fiscal year 2021-2022.

AIRE-HEALTH - A MEDICAL DEVICE COMPANY PRODUCING A PORTABLE NEBULIZER TO HELP WITH CHRONIC RESPIRATORY DISEASES.
WWW.AIRE.HEALTH.COM
ENTRY YEAR: 2019 **PROGRAM**: GROWTH

ASP - A TRAINING AND CONSULTING FIRM THAT DEPLOY A TECHNOLOGY PLATFORM THAT ENHANCE FACILITY MAINTENANCE IN THE COMMERCIAL AND INDUSTRIAL SPACE.
WWW.ASP-INT.COM
ENTRY YEAR: 2020 **PROGRAM**: GROWTH

CREDIT REPAIR OF FLORIDA - A CREDIT SERVICE ORGANIZATION WITH THE OBJECTIVE TO SCALE ACROSS FLORIDA.
WWW.CREDITREPAIROFFLORIDA.COM
ENTRY YEAR: 2018 **PROGRAM**: GROWTH

DICAPTA - A SERVICE AND TECHNOLOGY COMPANY SERVING PEOPLE WITH VISUAL AND HEARING DISABILITIES THROUGH CAPTIONING AND DESCRIPTION AS WELL AS PROPRIETARY SOFTWARE.
WWW.DICAPTA.COM
ENTRY YEAR: 2011 **PROGRAM**: GROWTH

FRESHORIZE - A SERVICE AND MANUFACTURING COMPANY PROVIDING THE AIRLINE INDUSTRY WITH ENVIRONMENTALLY FRIENDLY PATENTED CLEANING SOLUTIONS.
WWW.FRESHORIZE.COM
ENTRY YEAR: 2014 **PROGRAM**: SOFTLANDING

LIFEBRIDGE- A MEDICAL DEVICE COMPANY WITH A TUMOR TREATING FIELD TECHNOLOGY TO THREAT METASTATIC CANCER.
WWW.LIFEBRIDGE10000.COM
ENTRY YEAR: 2016 **PROGRAM**: GROWTH

PARADISE STUDIOS - A MULTIMEDIA COMPANY DEDICATED IN CREATING VISUAL AND SUITOR CONTENT FOR BUSINESSES.
WWW.PARADISESTUDIOSFL.COM
ENTRY YEAR: 2020 **PROGRAM**: GROWTH

NO LOGO

PEGASENSE - AN ENGINEERING AND R&D FIRM SPECIIALIZING IN A NEW GENERATION OF SENSORS IN SUPPORT OF THE AEROSPACE INDUSTRY.
ENTRY YEAR: 2018 **PROGRAM**: GROWTH

PRO INSPECT SOLUTIONS - A SERVICE AND TRAINING COMPANY PROVIDING HOME, COMMERCIAL AND ANCIALLARY INSPECTIONS.
WWW.PROINSPECTSOLUTIONS.COM
ENTRY YEAR: 2018 **PROGRAM**: GROWTH

PROFORCE- A COMPANY THAT PROVIDES PRE-PACKAGE SOFTWARE AND TRAINING SOLUTIONS FOR ADVANCED MANUFACTURING.
WWW.PROFORCE.COM
ENTRY YEAR: 2019 **PROGRAM**: SOFT-LANDING

PROGRAM WORKS- A SOFTWARE COMPANY THAT SPECIALIZES IN CLOUD-BASED EMPLOYEE, TIME TRACKING, AND TIME OFF MANAGEMENT.
WWW.WORKSCHEDULE.NET
ENTRY YEAR: 2021 **PROGRAM**: GROWTH

TACKLEWEBS - A COMPANY PROVIDING INNOVATIVE PRODUCTS FOR THE MARINE AND FISHING INDUSTRY.
WWW.TACKLEWEBS.COM
ENTRY YEAR: 2016 **PROGRAM**: GROWTH

TECH RAGE IT - A SERVICE COMPANY PROVIDING IT SERVICES SPECIALIZING IN DISASTER RECOVERY AND BUSINESS CLOUD SERVICES.
WWW.TECHRAGEIT.COM
ENTRY YEAR: 2018 **PROGRAM**: GROWTH

SEP- AN ENGINEERING FIRM PROVIDING FAILURE RECONSTRUCTION, REVERSE ENGINEERING LITIGATION SUPPORT, AND FORENSIC ANALYSIS.
WWW.SEPENGINEERS.COM
ENTRY YEAR: 2019 **PROGRAM**: GROWTH

ONE360 - PROVIDES A RANGE OF COST EFFICIENT CUSTOMER SUCCESS, DEVELOPMENT, AND SALES SERVICES FOR GRWOING SAAS BUSINESSES.
WWW.ONE360.CX
ENTRY YEAR: 2022 **PROGRAM**: GROWTH

MATCHMYPLACE - IS A NETWORK OF CONSUMERS THAT INTENT TO BUY OR SELL YET FOR ONE REASON OR THE OTHER THE TRADITIONAL REALESTATE MARKET IS NOT A GOOD FIT FOR THEIR UNIQUE NEEDS.
WWW.MATCHMYPLACE.COM
ENTRY YEAR: 2022 **PROGRAM**: TRACTION

ACHIEVEMENTS

ACCEPTED INTO THE JOHNSON & JOHNSON LAB IN WASHINGTON DC

SEMINOLE COUNTY CHAMBER OF COMMERCE BUISINESS OF THE YEAR

GRADUATED FROM THE PROGRAM

EARNED A MULTIYEAR CONTRACT WITH A GLOBAL NEWS NETWORK LOCATED IN ATLANTA GEORGIA

LANDED A THREE YEAR GRANT WITH THE US DEPARTMENT OF EDUCATION AND LANDED PILOT PROGRAM WITH A GLOBAL ECOMMERCE COMPANY

EUROPEAN AIRLINE DOUBLE THE ORDER OF THE BARISTA CUP AFTER PILOT PROGRAM. ADDED TWO NEW ROLES/POSITIONS.

ADDITIONAL PROGRAMMING& SERVICES

PROGRAMMING - IN FEBRUARY OF 2022, THE BUSINESS INCUBATION PROGRAM WINTER SPRINGS SUBMITTED A PROPOSAL FOR A UNIQUE PROGRAM TO SUPPORT THE LOCAL BUSINESS COMMUNITY BASED ON PREVIOUS CONVERSATIONS WITH CITY STAFF.

3"360 DEGREES BUSINESS PERSPECTIVE":
O 2 COHORTS (FALL & SPRING)
O 25 HOURS PER COHORT
O IN PERSON OR HYBRID SESSIONS
O 10 TO 20 PARTICIPANTS

A DECISION HAS NOT BEEN MADE BUT THE UCFBIP-WINTER SPRINGS IS READY TO DEPLOY SUCH EFFORT. IN THE MEANTIME, THE INCUBATOR KEEP PROVIDING COMPLIMENTARY WORKSHOPS TO MEMBERS OF THE BUSINESS COMMUNITY.

SERVICES - THE UCF SMALL BUSINESS DEVELOPMENT CENTER IS PROVIDING ONE-ON-ONE BUSINESS ADVISORY SERVICES TO BUSINESSES WITHIN THE SEMINOLE COUNTY COMMUNITY. THIS SERVICE IS FREE AND THE OFFICE IS LOCATED RIGHT INSIDE THE INCUBATOR.

SEVENTH MODIFICATION TO UCFRF/WINTER SPRINGS INCUBATOR ECONOMIC DEVELOPMENT FUNDING AGREEMENT

THIS SEVENTH MODIFICATION TO ECONOMIC DEVELOPMENT FUNDING AGREEMENT ("Seventh Modification") is made and entered into this _____ day of _____, 2023, by and between the **CITY OF WINTER SPRINGS, FLORIDA,** a Florida municipal corporation, whose address is 1126 E. State Road 434, Winter Springs, FL 32708 ("CITY") and **THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.,** a Florida not for profit direct support organization of the University of Central Florida whose address is 12202 RESEARCH PKWY, SUITE 501, ORLANDO FL 32826-3246 ("UCFRF").

WITNESSETH:

WHEREAS, the parties here to previously entered into an Economic Development Funding Agreement with an effective date of October 1, 2013, which Agreement had an initial term of three (3) years; and

WHEREAS, on January 18, 2017, the parties entered into a First Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2018; and

WHEREAS, in October 2018, the parties entered into a Second Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2019; and

WHEREAS, in October, 2019, the parties entered into a Third Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2020; and

WHEREAS, in October, 2020, the parties entered into a Fourth Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2021; and

WHEREAS, in October, 2021, the parties entered into a Fifth Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2022; and

WHEREAS, in September 2022, the parties entered into a Sixth Modification to Economic Development Funding Agreement, which provided for the extension of said Agreement through October 1, 2023; and

WHEREAS, the parties desire to further extend the terms of Agreement for an additional year, subject to certain conditions;

WHEREAS, it remains the desire of the City to aggressively stimulate economic growth in the City by attracting new industries and business to the City, by encouraging the expansion of existing industries and businesses within the City, and by fostering the creation and growth of new industries and businesses in the City; and

WHEREAS, the creation of new employment opportunities for residents of the City and the increased tax revenues resulting from such industry or business expansion and relocation within the City is beneficial to the local economy; and

WHEREAS, UCFRF desires to continue to support the business development incubator in Winter Springs, Florida; and

WHEREAS, the business incubator continues to serve as a business development program for new and growing business in Winter Springs and Seminole County; and

WHEREAS, the UCFRF/Winter Springs business incubator facility remains located within the City of Winter Springs at Vistawilla Office Center located on State Road 434; and

WHEREAS, in furtherance of maintaining the Winter Springs business incubator program within the City of Winter Springs, UCFRF has requested a financial contribution from the City to defray the on-going maintenance costs associated with the UCFRF/Winter Springs incubator; and

WHEREAS, The City continues to desire to make the financial contribution in furtherance of the municipal purpose of enhancing the expanding economic activity within its jurisdictional borders under section 166.021(8), Florida Statutes; and

WHEREAS, the parties recognize this Seventh Modification is necessary to ensure that the financial contribution provided by the City to UCFRF ultimately serves the intended municipal purpose; and

WHEREAS, the parties desire to enter this Seventh Modification to Economic Development Funding Agreement, amending the term to continue for one additional year, as further provided herein; and

WHEREAS, the parties agree that the Seventh Modification provided by the City hereunder is for the benefit of the public health, safety, welfare and convenience of the citizens of the City of Winter Springs and Seminole County, Florida.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are deemed to be true and accurate and form a material part of the agreement upon which the parties have relied.

Section 2. Amendments. All provisions of the Agreement not amended by this Seventh Modification shall remain as stated in the Agreement and First, Second, Third, Fourth, Fifth, and Sixth Modifications, and shall remain in full force and effect. To the extent of any conflict between the provisions of this Seventh Modification and the Agreement or First, Second. Third, Fourth, Fifth, or Sixth Modification, the conflicting provisions in this Seventh Modification shall prevail. The Agreement is hereby amended as follows:

(A) Section 4.0 is hereby deleted in its entirety and shall be pleased with the following language:

4.0 **Payment of Grant Funds**. The City agrees to pay UCFRF a lump sum of Fifty Thousand and No/100 Dollars ($50,000.00), subject to annual budget and appropriation by the City Commission pursuant to Section 20.0 of this Agreement. This lump sum payment has been budgeted by the City Commission and shall be due on or before February 1, 2024. The payment provided hereunder shall be used by the UCFRF to defray costs incurred in operating the Winter Springs business incubator at the Vistawilla Office Center.

Payment shall be made payable to the University of Central Florida and remitted to attention of Amanda Coveney, 12201 Research Parkway, Suite 501, Orlando, FL 32826.

(B) Section 5.0 is hereby amended to provide that the UCFRF commits that it will operate the business incubator program within the City of Winter Springs until at least October 1, 2024, provided the annual payment is made in accordance with Section 4.0 of the Agreement. The remainder of Section 5.0 shall remain unchanged.

(C) Section 20.0 is hereby deleted in its entirety and shall be replaced with the following language:

20.0 **Termination: Termination by Parties.** This Agreement shall terminate on October 1, 2024, unless sooner terminated by the City or UCFRF. The City may terminate this Agreement if UCFRF fails to operate a business incubator program as required hereunder. If the City terminates this Agreement under such circumstances, any funds provided by the City shall be repaid to the City. The City may also terminate this Agreement if the City Commission elects (at its sole discretion) during the City's annual budget adoption process not to budget an appropriate the annual installment payment required under Paragraph 4.0. UCFRF may terminate this Agreement if the City fails to make the payment required under Paragraph 4.0.

(D) This Seventh Modification shall take effect immediately upon execution by the City and the UCFRF

IN WITNESS WHEREOF, the parties have executed this Seventh Modification on the dates indicated below.

CITY OF WINTER SPRINGS	**UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION**
Phil Hursh, Interim City Manager	Amanda, Coveney, Assistant Director
Date	Date

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Winter Springs Boulevard Speed Limit Discussion

SUMMARY

Construction of various safety enhancements along Winter Springs Boulevard have been underway since May 3, 2023, and residents are advised to take note of upcoming speed limit changes as part of those improvements. Effective June 19, 2023, the speed limit along Winter Springs Boulevard will be reduced from 30 to 25 miles per hour, spanning from Tuskawilla Boulevard to the City limits. On March 13, the City Commission approved the reduction in the speed limit during the regular Commission meeting. The decision to lower the speed limit was made to ensure greater consistency in speed limits along the roadway.

FUNDING SOURCE

N/A

RECOMMENDATION

The Commission previously voted to decrease the speed limit from 30 MPH to 25 MPH. Since the June 19, 2023, speed limit change, many residents have voiced concerns over lowering the speed limit. Staff recommends that the Commission review previous speed and crash data to determine if any adjustment to the speed limit is warranted. Over the past nine years, speed data has been collected on Winter Springs Boulevard. During these studies, the average 85th percentile speed collected was 31.18 MPH.

The 85th percentile speed is the speed at or below which 85 percent of the drivers travel on a road segment. Motorists traveling above the 85th percentile are considered to be exceeding the safe and reasonable speed for the road and traffic conditions.

Additionally, ten years of crash data show zero crashes with severe bodily injury or being fatal.

Winter Springs Police Department

WINTER SPRINGS BOULEVARD

CROSS STREET	DATE	85%	MEDIAN SPEED	MAXIMUM SPEED
Greenbriar Lane	March 14, 2023 March 23, 2023	25 MPH	22 MPH	109 MPH*
Fox Glen Court	March 31, 2022	33 MPH	29 MPH	52 MPH
Greenbriar Lane	October 28, 2020	33 MPH	29 MPH	60 MPH
Fox Glen Court	May 22, 2020 June 3, 2020	33 MPH	29 MPH	57 MPH
1562 Winter Springs Blvd.	February 12, 2019 February 15, 2019	32 MPH	28 MPH	56 MPH
Whitehall Blvd.	February 27, 2018 March 2, 2018	31 MPH	27 MPH	48 MPH

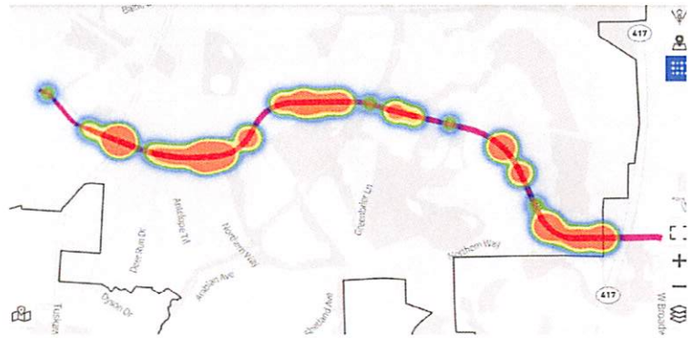
Winter Springs Police Department

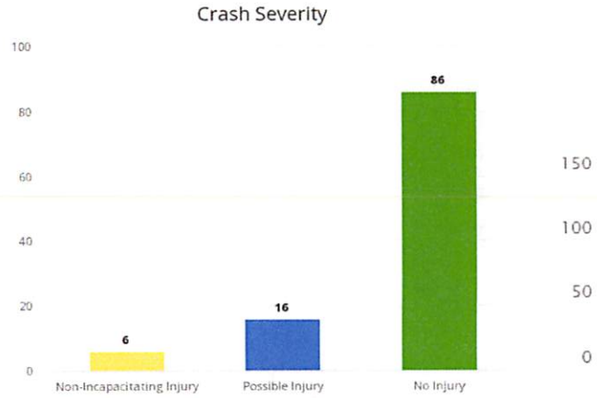
WINTER SPRINGS BOULEVARD

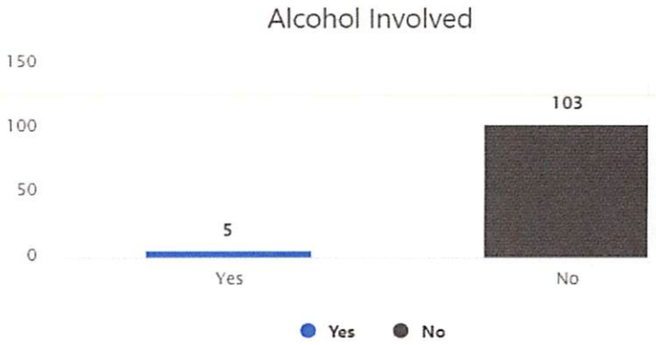
STREET	DATE	85%	MEDIAN SPEED	MAXIMUM SPEED
Whitehall Blvd.	February 26, 2018 February 27, 2018	31 MPH	27 MPH	41 MPH
Northern Way	November 3, 2017 November 7, 2017	32 MPH	28 MPH	50 MPH
Northern Way	October 27, 2017 October 30, 2017	30 MPH	28 MPH	54 MPH
Northern Way	October 6, 2017 October 10, 2017	31 MPH	28 MPH	43 MPH
Fox Glen Court	November 17, 2015 November 20, 2015	32 MPH	28 MPH	49 MPH
	Averages	31.18 MPH	27 .54 MPH	56.27 MPH*/51 MPH

Winter Springs Boulevard 01/01/2013-12/31/2022

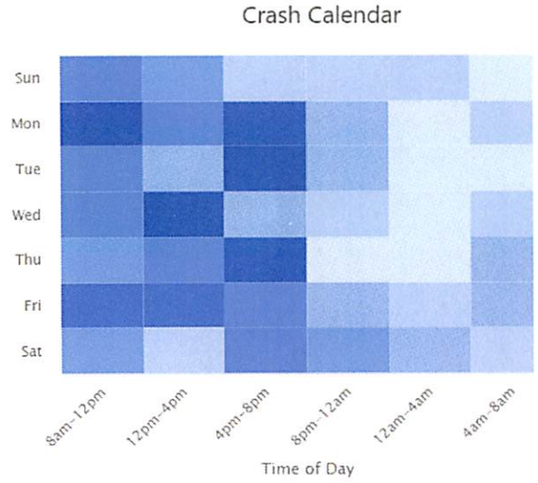
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only Crashes
Crashes	108	0	0	22	86
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	0	0	0	0	0
Non-Incapacitating Injuries	6	0	0	6	0
Possible Injuries	22	0	0	22	0
No Injuries	231	0	0	28	203
Non-Traffic Fatalities	0	0	0	0	0

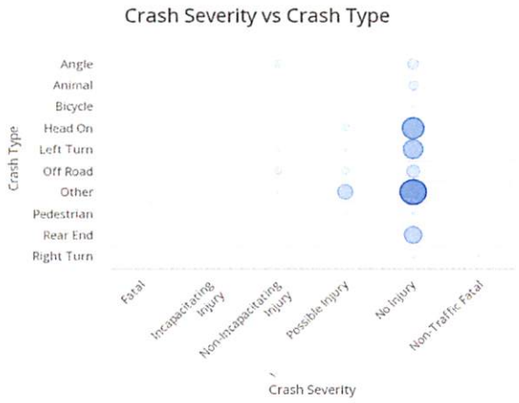












REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

Appointment Opportunities for City Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code*, *"If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

CURRENT VACANCIES:

- **Bicycle and Pedestrian Advisory Committee**
  - Seat Three Appointment: Term Expires February 1, 2025 **(Open to Full Commission)**
- **Code Enforcement Board**
  - At-Large: Term Expired 7/31/2023 **(Open to Full Commission)**
- **Oak Forest Wall and Beautification District Advisory Committee**
  - Seat One Appointment: Term Expires August, 31, 2023 **(Open to Full Commission)**

FUNDING SOURCE

N/A

RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | AUGUST 28, 2023 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Mayor and Commission bring forward any new business they wish to have placed on a future agenda.