



Request for Proposal
Municipal Information Technology
(IT) Services

RFP #2022-06

Issue Date: March 7, 2022

Proposal Due Date: April 21, 2022 (3:00 PM)

City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809
Tel: (407) 851-7730

www.cityofbelleislefl.org

IT Managed Services for the City of Belle Isle

Introduction of RFP:

The City of Belle Isle (City) is soliciting proposals from qualified professional individuals and/or companies (Consultant(s)) to provide information technology (IT) support services. The qualified Consultant selected will be the point person for the City of Belle Isle for all IT needs. The qualified Consultant will enable the City to maintain and improve its IT system, improve quality of service, minimize support costs, and maximize return on investment in IT support. The nature of the service will be ongoing support and coordination of the City's IT system to ensure proper implementation of new technologies, general maintenance, and troubleshooting of the IT system. It is the general intent of the City that the Consultant will perform routine maintenance and updates to the IT system and provide a needed resource for both the end-user of the IT system and staff.

Following negotiation, the successful vendor will be asked to enter into a contract with the City of Belle Isle to provide professional Information Technology (IT) managed services for an initial period of three (3) years, with the two (2) optional one-year extensions if agreed by both the City of Belle Isle and the selected IT, service provider.

PURPOSE AND OBJECTIVES:

Purpose – The City has a Windows-based computer network infrastructure. The City is seeking a qualified contractor to provide technical support for this infrastructure, in the form of general network support, including 24/7 monitoring services, security services, maintenance of hardware, updates to software, troubleshooting/repair on all computer systems, and network server equipment, as well as backup and disaster recovery services through a mix of remote and onsite efforts. Also of importance is the ability of the vendor to deliver high-quality help desk support that recognizes the varying levels of technical aptitude of City staff and provides said support in terms that can be understood by a layman. The City may also look to the successful vendor for particular project consulting from time to time, such as installation of software, short- and long-range IT planning, and other related services.

Objectives – Our primary objectives are to manage better the cost of maintaining this network and improve user satisfaction with the system while maintaining a robust network that ensures the security of sensitive data in compliance with Federal and State regulations.

Solution Preference - Based on the City's research and municipal references, the City has decided to implement an IT Managed Services Model. This is a fully outsourced solution where the company assumes responsibility for all aspects of the City's IT, i.e., the company must be the single point of contact for all staff and external vendors for all IT-related issues.

The City includes City Administration, Police Department, and Public Works Department. A **non-mandatory** Pre-Bid walk-through will occur on March 17, 2022, at 10:30 AM, starting at City Hall. City Hall is located at 1600 Nela Avenue, Belle Isle, FL 32809. Attendance at walk-through is **not mandatory** to qualify to bid project; however, failure to inspect the Site will not relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

TIMELINE FOR RFP PROCESS:

The timeline listed below is the City's estimation of the time required to complete the RFP process. All efforts shall be made to abide by this schedule, but the City maintains the right to change this schedule dependent upon evolving circumstances.

RFP Issued: March 4, 2022

Proposals Due: April 21, 2022, by 3:00 PM Eastern Daylight Time

Event	Date
RFP Issued	March 7, 2022
Walkthrough at City Hall	March 17, 2022 (10:30 AM)
Deadline for RFP Submission	April 21, 2022 (3:00 PM)
Proposer Interviews (If Needed)	April 27 & 28, 2022*
Council Approves Proposal	May 3, 2022
Contract Negotiation & Sign	May 10, 2022
Service Begins	June 1, 2022

*Interviews may be conducted onsite or via video teleconference, at the discretion of the City.

RFP CLOSING DATE AND TIME:

One (1) original and three (3) copies and one (1) digital (CD or flash drive) version in PDF format of your completed and signed proposal, in the exact order and manner required, must be received at the Belle Isle City Office in a sealed envelope marked "City of Belle Isle - RFP: IT Services" no later than:

April 21, 2022, by 3:00 PM

Submit your proposal package either by mailing or hand-delivered to:

**City of Belle Isle
ATTN: Yolanda Quiceno, City Clerk
1600 Nela Avenue
Belle Isle, FL 32809**

**PROPOSALS RECEIVED AFTER A SPECIFIED DATE AND TIME
WILL NOT BE ACCEPTED.**

**VENDORS ARE RESPONSIBLE FOR THE PROMPT DELIVERY
OF THEIR PROPOSALS.**

OVERVIEW AND SCOPE

Overview

The City of Belle Isle does not have an IT Department and uses two outside vendors to provide IT Managed Services (One for City Administration and Public Works; one for the Police Department). The City wants to consolidate IT services under one vendor. The City has a Windows-based computer network consisting of servers, desktop workstations, and remote laptops. All workstations are fully networked. The City of Belle Isle has contracts with several vendors for application-specific support.

The vendor selected for IT Managed Services will be required to interface with the application-specific vendors, specifically the Orange County Sheriff's Office, when necessary, including but not limited to ensuring new computers are compatible with said applications, installing new workstations, and troubleshooting problems as they arise.

Scope:

Existing Equipment:

- Desktop & Laptop & All computer accessories to include printers, FAX machines, scanners, monitors, and all in-car police computer equipment and accessories
- Server (All servers backup to Cloud)
- PD Server-update and replace as necessary
- Any and all equipment connected to the server by hardwire or Wi-Fi
- Hosted Email Only
- Microsoft Business Account Standard
- Maintenance and installation of new computers, equipment, and accessories

Scope of Work:

The primary scope of work is to provide proactive and predictive support services, routine preventative maintenance services, recommendations concerning system improvements and cost savings, improved system reliability, and capabilities, and technical support for future designs and purchases of equipment, software, and license agreements. Additional services include business consulting, project management, procurement as a service, vendor liaison, and management services, and 24x7 service desk and operations monitoring.

The Consultant will establish and maintain the City's independent email account and ensure each City employee can appropriately establish and maintain an email account. Below is a detailed list of the IT support and services the Consultant will provide the City:

A. Point Person for All Things IT

The Consultant will oversee all of the City's Information Technology systems and be the point of contact for anything related to IT. This includes scheduling with the City for any maintenance needed for internet service equipment, software, hardware, and telephone system. The City requires an effective IT manager who will ensure we are provided with reliable service that meets City needs while being the most cost-effective. City employees do not understand IT.

B. Initial Assessment

The Consultant will provide a detailed written report within 45 days of commencement of the contract, and by May 15 of each year thereafter during the term of the contract, containing an analysis of the City's computer infrastructure (i.e., computer hardware, software, and peripheral IT devices and equipment). The written report will analyze all license agreements and an evaluation of equipment efficiency, life expectancy, capacity, speed, and current processes. The written report will also contain recommendations to improve the City's entire computer network, hardware, software, license agreements, and cost estimate.

C. Desktop Applications Support

Perform basic support functions, including installing desktops, laptops, PDAs, mobile phone support, network printers, standalone printers, and other computer peripherals and office automated software—coordination with and maintaining the police department's EIS system. The Consultant will diagnose and correct desktop application problems, configure all computers for standard applications, and identify and correct end-user hardware problems (The Consultant will perform advanced troubleshooting). Update and maintain an inventory of all computer-related hardware and software and make the same available to City staff upon request.

D. Server and Workstation Administration Services

Manage computer network and associated hardware, software, and communications and operating systems necessary for the system's quality, security, performance, availability, recoverability, and reliability. Monitor server performance and capacity management services.

Ensure scheduled preventive maintenance for equipment is promptly performed and develop backup plans and procedural documentation. The Consultant will be responsible for configuration management, including changes, upgrades, patches, etc. Management of user logins and password security documented. The Consultant will support software products relating to servers and workstations. The Consultant will also timely respond to repair and maintenance work for the user. From time to time, City employees will require workflow improvements, applications, and/or other techniques to improve user performance.

E. Network Administration Services

Maintenance and support of network equipment are required, including the Site to site wireless, local area public/private wireless, switches, firewalls, routers, and other security devices. Coordination with the ISP providers of local Broadband Networks or any other future ISP provider is also required. Additionally, installation, monitoring, and maintenance of all City assets are mandatory (i.e., printers, scanners, network devices, backup, WAN, LAN, VOIP phone system, security cameras, public access cameras, websites, and any other computer peripherals or devices). Analyze routine configuration changes and install software patches and upgrades and minor cabling, if needed. Design alert notifications to

designated City personnel in the event of failure. Complete proactive monitoring of network equipment, including bandwidth utilization and other performance indicators, with reporting when specified thresholds are reached. Network performance and capacity management services and network troubleshooting. Maintain network documentation and procedures. Finally, since much of the City's data and infrastructure has been moved to the Cloud, the Consultant will need cloud experience/capability.

F. Email

The Consultant will manage the City's email system (Microsoft M365 Email) and establish the domain name correctly. The Consultant will be responsible for adding, deleting, or changing employee email accounts of City employees and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each email account can maintain ample server space so that employees may store several years of email data. Secure encrypted email, email archiving, and SPAM protection services are required and must be monitored and maintained by the Consultant. An email account notification will be established for reporting IT maintenance problems or needed support. This account will be directed to both the finance department and the Consultant and serve as a record log for all IT support calls.

G. Security, Backup Efforts and City Website

The Consultant will ensure that all City servers, desktops, and laptops are protected by antivirus software and that adequate firewall(s) are in place to prevent unwanted intrusion into the City's computer network system. Systems will be designed to notify City employees when the system securities are breached and when system hardware is not operating efficiently. The Consultant will perform security audits as requested and notify City personnel immediately of a suspected breach of security or intrusion detection. A backup system will be established to prevent loss of data and functionality. The Consultant will configure the City's system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. The Consultant will provide support and maintenance service for the City's website.

H. Security Framework Compliance

The Consultant will maintain CJIS and NIST 800-53 security frameworks, including CJIS Level 4 Certification for their systems and technicians accessing City of Belle Isle systems. Experience with the Microsoft 365 GCC High-security platform is required.

Compliance will include annual, or more frequently as appropriate, security training, including email phishing and ransomware protection. The Consultant will provide yearly penetration testing and risk assessment. Data Loss Prevention and Intrusion Detection will be managed with a SIEM/SOAR capability. The Consultant will train Belle Isle staff about changes and updates to systems that impact security and user performance.

I. Strategic Planning

The Consultant will engineer, plan, and design services for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchases of hardware, software, and technology needs. Install new servers, software, and hardware and transfer data when required. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, and so on.

J. Budgeting/Financial Planning and Forecasting

The Consultant will assist in preparing 5-year departmental budgets to include adoption of emerging technologies, cybersecurity improvements, infrastructure enhancements, acquisition of Federal and State grants, business continuity/disaster recovery preparedness, and City service expansion. These budgets/forecasts will include software upgrades and Operating System end-of-life response.

K. On-Demand Response

The Consultant will offer proactive and predictive solutions for on-demand responses to the City's IT requests. The Consultant will have access and be available during the City's regular business hours. The Consultant will be expected to perform maintenance service after hours and on weekends in situations that would least likely disrupt City staff during normal business hours. The Consultant will be expected to guarantee a two-hour response time for emergencies. The Consultant will be expected to provide seamless integration to City staff for support via phone, email, and portal to the Consultant's service request system. The City will be expected to have full access to this system. The Consultant will be expected to demonstrate their NOC's capabilities and provide the Consultant's SLA and escalation matrix along with in house organizational chart, which will coincide with the City's requirements.

4. Confidentiality:

Confidentiality of computer information and data is vital. The selected Consultant and its employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. The Consultant must permit the City to perform a criminal background investigation on Consultant's employees who have access to the City's system. The Consultant will provide requested employee information when reasonably requested by the City.

5. Miscellaneous:

The Consultant will be permitted to perform some routine procedures remotely; however, the Consultant will be expected to conduct onsite visits for routine preventative maintenance and on-demand response. All on-demand requests will be coordinated through the finance department, either through the Director of Finance or their designee.

COMPANY REQUIREMENTS

Companies submitting proposals are required to be specific about disclosing any part of the proposal which will be carried out by any other parties, the specifics and materials regarding those parties' relationships and agreements with the proposal submitter, and provide contact numbers, one for each entity, to the City.

1. Submission Requirements:

Proposals should address the subjects as mentioned earlier with reasonable specificity. The City is looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective IT system. Due to the nature of this process, it is requested that each proposal be brief, to the point and consist of no more than ten pages. Each submission will provide the following information:

A. Letter of Transmittal:

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

1. Proposer's name, address, phone number(s), and website address.
2. Name, title, email address, and phone number of the person authorized to represent the proposer.
3. Federal and State taxpayer identification number.
4. State Supplier No.
5. A brief statement of the proposer's understanding of the services to be performed and commitment to providing the services.
6. The letter must be signed by the person authorized to represent the proposer.
7. A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date.

B. Profile:

Provide a short profile of the firm, including at a minimum the following:

1. Length of time in business.
2. Length of time in providing the same or similar proposed services.
3. Number of clients.
4. Number of clients in the public sector.
5. Number of full-time employees and areas of involvement (e.g., technical support, programming, consulting, sales support, and administrative support).
6. Location of office to service the account.
7. A skills matrix for the employee(s) servicing this account.

C. Proposal:

1. Describe the proposer's approach to providing the services required and the methodology for providing ongoing support.
2. Describe how the proposer is positioned to provide the services and provide a history of experiences on providing similar services.
3. Provide the name, title, address, and phone number of at least three

references of clients who have received similar services from the proposer, including information referencing the actual services performed, number of users, and length of tenure.

4. Support services questions to address:
 - A. Is help desk support available?
 - B. When is support availability (days of the week and time and evening and weekend support)?
 - C. Do you provide a toll-free phone number to access support help?
 - D. Number of staff that will be available for support?
 - E. Structure of charges for support (e.g., ongoing preventative maintenance fee versus on-demand calls and consultant services).
 - F. Steps for resolving problem escalations.
 - G. Final authority regarding conflicts.
 - H. Response time and goal for resolving problems.
5. Scope of services beyond the proposal's RFP, which may be of interest to the City.
6. Proposal summary, including why the proposer is pursuing the services and how it is uniquely qualified to perform the services.
7. Explanation of any contract termination or default or other incidents in the past five years. Termination or default is defined as notice to stop services for non-performance or poor performance, whether the issue was litigated or not. List the party's name, address, and phone number if a default occurred. If no such termination occurred for default, then declare no such event took place.
8. Cost of Services:
 - A. The proposal must contain a fee schedule that includes hourly rates for proposed on-demand calls with a fixed monthly rate for ongoing preventative maintenance services.
 - B. Describe how the proposer's services are priced and any specific pricing you can provide.
 - C. Define any additional charges (e.g., travel expense, licenses, subscription, etc.).
9. Proposal Summary:

Summarize the proposal and the proposer's qualifications. The proposer may include other pertinent information that helps the City determine the proposer's overall qualifications.

CRITERIA FOR SELECTION

The City of Belle Isle will use multiple criteria to select the City's IT services partner. While all reasonable proposals will be considered and weighed based on their merits, the City reserves the right to reject any or all proposals and/or limit them to a portion based on what is deemed the best interest of the City.

1. Evaluation Criteria and Process:

A selection committee will conduct an initial evaluation of qualifications and will rate each submittal based upon the following criteria:

Criteria	Points
Experience in Public Sector support	1-10
Understanding of services to be provided	1-10
Personal experience	1-10
CJIS Level 4 Certification (1 pt. for each cert.)	1-10
Cybersecurity Framework Compliance	1-10
Geographic Proximity & On-site Support	0-5
Project approach	0-5
Satisfaction of clients and end-users	0-5
Presentation of proposal (clarity & creativity)	0-5
Proposal lowest cost	0-5
Maximum Total Point	65+

2. Disclosure:

- A. Proposers responding to this solicitation do so at their own expense. The City is not responsible for any expenses associated with preparing any proposals. The City reserves the right to reject any and all proposals and/or waive any and all formalities if in the City's best interests.
- B. If a contract is awarded, the City will award the contract to the proposer whose proposal will best serve the City's interests, considering the price and various other considerations, including, without limitation, experience, capability, and expertise. The City may, at its sole option, either accept a proposer's initial proposal by award of the contract or enter into discussion with the proposer whose proposal is deemed to be reasonably suitable for the award.
- C. The City and any selected proposer will enter into a contract concerning the IT services. The contract will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to the City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.

- D.** If awarded, the contract will not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software, etc., from the Consultant. The purchase of replacement parts will also not be part of the contract.
- E.** The City reserves the right to make such investigations as it deems necessary or appropriate to determine the ability of a proposer to furnish the required services. Each proposer will provide all such information for this purpose as the City may reasonably request.
- F.** Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City should not, upon written request, disclose such materials.
- G.** A proposer awarded the contract will be required to obtain the City's business license.

Additional Documents to be submitted with your proposal:

Attachment #1: Public Entity Crimes and Conflicts of Interest Form

Attachment #2: Drug-Free Workplace Form

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RFP GENERAL TERMS AND CONDITIONS:

RFP Amendments

The City reserves the right to change the schedule or issue amendments to this RFP at any time. The City also reserves the right to cancel or reissue this RFP.

Vendor's Cost to Develop Proposal

Costs for developing proposals in response to this RFP are entirely the vendor's obligation and shall not be chargeable in any manner to the City.

Withdrawal of Proposals

Proposals may be withdrawn at any time before the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for the closing of the RFP.

Rejection of Proposals – Waiver of Informalities or Irregularities

The City reserves the right to reject any or all proposals, waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

Single Response

A single response to the RFP may be deemed a failure of competition. In such a case, the City reserves the right to terminate or reissue the RFP or negotiate with the vendor.

Proposal Validity Period

Submission of the proposal will signify the vendor's Agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract negotiated between the City and the successful vendor.

Public Records

Documents submitted in response to this request for proposals become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Yolanda Quiceno, City Clerk
1600 Nela Avenue, Belle Isle, Florida 32809
(407) 851-7730 yquiceno@belleislefl.gov

RFP GENERAL TERMS AND CONDITIONS (Continued):

Contract Award and Execution

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the vendor can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

The City reserves the right to request clarification of information submitted and request additional information from any vendor.

The general terms, conditions, and specifications of the RFP as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in eliminating the vendor from competition or in contract cancellation or termination.

The vendor selected as the successful vendor will be expected to enter into a contract with the City. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney.

Suppose the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract. In that case, the City may elect to cancel the award and award the contract to the next responsible vendor.

Defense, Indemnification, Hold Harmless, and Insurance Requirements

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless, and insurance requirements outlined below.

Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, their agents, designees, and heirs, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the vendor in performance of this Agreement.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, as well as agents, representatives, employees, or subcontractors of the vendor. The cost of such insurance shall be paid by the vendor.

Equal Opportunity Compliance

The City is an equal opportunity employer and requires all vendors to comply with policies and regulations concerning equal opportunity. The vendor, in the performance of this Agreement, agrees not to discriminate in its employment due to the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

No Lobbying:

All Vendors are hereby placed on notice that the City of Belle Isle Council, City Employees/Staff, nor Members of the Evaluation Committee (except for the City of Belle Isle personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub -consultants, placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, the protection of public and employee safety and health, environmental security, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by vendors responding to this RFP shall become the property of the City.

CLOSING COMMENTS:

Thank you for your interest in contracting with the City of Belle Isle.

NO VERBAL STATEMENTS MADE BY ANY CITY EMPLOYEE OR CITY'S REPRESENTATIVE WILL OPERATE TO SUPERSEDE INFORMATION PUBLISHED IN THIS SOLICITATION. ONLY WRITTEN ADDENDUMS ISSUED BY THE CITY OR ITS REPRESENTATIVES WILL OPERATE TO ALTER OR OTHERWISE AMEND THIS SOLICITATION.

Questions regarding the RFP can be directed to
Yolanda Quiceno, City Clerk for Administration at yquiceno@belleislefl.gov, and
Laura Houston, Chief of Police, at lhouston@belleislepolice.org.

ATTACHMENT #1

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST FORM

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity over the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty-six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids the name of any officer, director, partner, associate, or agent who is also an officer or employee of the City of Belle Isle or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____ [print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:
_____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(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 the United States, including, but not limited to any bid or contract for goods or
services to be provided to any public entity or an 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a 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 record 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in managing 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 ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. 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 any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or uses 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 managing an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]
- _____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings,

and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification) My commission expires _____

(Printed, typed, or stamped commissioned name of notary public)

ATTACHMENT #2

DRUG-FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 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' 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 under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or 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 maintaining a drug-free workplace through the implementation of this section.

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

BIDDER'S Signature: _____

Print Name: _____

Date: _____