



KENNETH CITY
FLORIDA

PROPOSAL FOR:

“Information Technology Services as Managed Services
Provider for the town of Kenneth City”

Prepared By:



1900 NW 32nd St Suite A, Pompano Beach, FL 33064
(954) 587-5521

Project Manager
Dashmir Dalipi

Confidentiality Notice

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This proposal is for information purposes only in as much as to make an informed decision. EVOLVTEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, not specifically included in this Proposal.



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Dear Town of Kenneth,

We are pleased to present our commitment to you as a reliable IT provider for your town.

At EvolvTec, we make it a priority to ensure that your IT infrastructure is always up-to-date and running optimally to best serve your citizens. We are dedicated to providing the highest quality of service and support to ensure that your IT needs are met.

We understand that technology is the backbone of any thriving town and that it is essential to have reliable IT support to ensure the success of your town. We are committed to providing you with the best possible solutions and services that will allow you to achieve your goals and objectives.

We also understand the importance of security and privacy, and we guarantee that we will always adhere to the highest standards of security and integrity. You can rest assured that your data and networks are safe with us.

We look forward to working with you and providing you with the best IT solutions and services that meet your needs.

Sincerely,

EvolvTec Staff

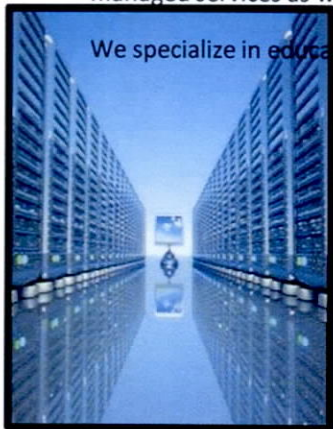
Warm Regards,

Dashmir Dalipi
CEO



Introduction

Evolvtec has provided information technology and Cybersecurity solutions to the Small and Medium Business market for over 40 years. Our relationships with partners such as Microsoft, Google, VMware, and others have allowed us the ability to design, scale and implement effective infrastructure solutions for our diverse client base. Our solution stack includes custom designed voice over IP phones, wireless networking, cybersecurity protections, managed services as well as mobile device management.



We specialize in educating you in the information technology options available to ease your firm's IT concerns in the 21st century. Our professional scope ranges from administering, maintaining and managing our client's networks and devices to creating and implementing project plans, installing and upgrading equipment, designing custom voice systems, and protecting our client's business with layers of security tools and services. EVOLVTEC's network and technical engineers' combined experience allows us to successfully provide custom, affordable solutions to our valued clients.

Our technical expertise enables us to provide network design, and support, as well as communication design for office automation, and structured voice and data design; utilizing technologies such as point-to-point tunneling protocols and virtual private networking. These technologies provide the ability to securely design and structure your equipment, optimizing communication, productivity and overall business progress.

By coordinating and managing all your technical solutions and vendors, and proactively managing your network, you will see the benefits in the ability to completely focus on running your business. We provide all our clients the most complete and timely documentation of their network that is kept up to date monthly.

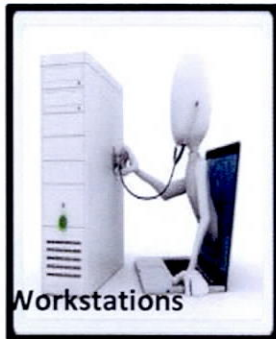
EVOLVTEC is uniquely qualified to provide IT project and ongoing service support for Kenneth City. We sincerely appreciate the opportunity to present this proposal.

Current Facility

General

During our initial site inspection, the local area network, connected PCs, Server(s) and all other networked devices will need to be assessed to determine Kenneth City's existing configurations and current operating status.

EVOLVTEC will perform a Risk Assessment within 60days of onboarding



Servers

- Kenneth City presently has 6 onsite servers.

Kenneth City has approximately 40 employees.

Backups, Network, Firewall, Telco, Email, Security will be determined after assessment. EVOLVTEC will provide current structure and best solution for Kenneth City.



Implementation Summary



Upon acceptance of the proposal, EVOLVTEC will immediately take over management and care of the network and perform a full Network Assessment. EVOLVTEC and **Kenneth City** decision makers will have an initial Onboarding/Implementation Project Scope meeting. This meeting will be used to gather all information on **Kenneth City** current network status, future vision and a general implementation.

A Complete Managed Service Offering

Upon completion of the Network Assessment, EVOLVTEC will configure **Kenneth City** and will proactively manage and maintain the network environment.

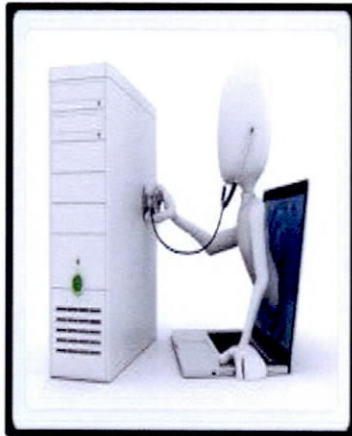
The core components that compromise our EVOLVTEC Proactive Care managed services package include:



- Unlimited remote helpdesk during business hours
- Onsite labor when needed during business hours
- 24x7x365 network and critical device monitoring
- Automated trouble ticket generation
- Virus, spyware, malware monitoring & scanning
- Microsoft and 3rd party, patching and security updates
- Complete network administration
- Project labor
- Vendor management
- Technology Business Reviews
- Complete network documentation



Summary of Support and Requirements



Support

EVOLVTEC technical support team answers service calls during business hours. Our help desk is staffed with experienced technicians from 8am to 6pm Monday – Friday and 9am – 3pm on Saturdays . We also provide support outside of those hours as needed and requested. Our clients benefit from remote support, whereby our technicians utilize remote access tools connecting them to your office systems, allowing the ability to diagnose hardware and software failures via dedicated Internet connections. All our service agreement clients receive priority service.

Obtaining Support and Escalation

Requests for IT support and other IT related services can be initiated by any employee of the Client providing that employee is covered by the Scope Of should be initiated via our web-based Client Ticket Portal. In addition to our web-based portal, phone, and email can be used to report support issues. All issues are then tracked through our ticketing system, where each issue is logged and escalated using a support ticket in our system. An active ticket is required for each support request regardless of the source including issues reported via email or voicemail may not be actioned right away until they are logged into the ticketing system. You may open a support ticket directly via our client portal.

Requests may also be initiated via phone at 954-587-5521 and via email at servicedesk@evolvtec.com.

Incident/Request Severity Levels

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround available

The severity criteria below are provided as guidelines. Issues are likely to have varying severity criteria in the various categories or a category may be unclear or not applicable. In most cases, overall assessment and best judgement by our technicians are used to determine the initial severity level. If the severity level is changed or escalated, the response-time objectives of the new severity level begin at the time of the change and are not retroactive. The severity level of new issues will be determined:



1. At the time of receipt for emergency and non-emergency requests received during regular business hours
2. Within the first hour of the next business day for non-emergency items received outside of business hours
3. Within 1 hour of receipt for emergency requests received outside business of hours

Issue Characteristic	Severity 1	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business Exposure	Severe business and financial exposure	Significant business and financial exposure	Low business and financial exposure	Minimal to no business or financial exposure
Work Outage	All essential/job functions	Some essential work and/or job functions	Nonessential work functions only	functions only job functions
Clients Affected	All or most clients	Several clients	Minority of clients	Minimal or no clients
Workaround	Workaround does not exist	Workaround may or may not exist	Tested workaround exists	Tested workaround already exists

Incident/Request Response Time

Response Phase	Severity 1	Severity 2	Severity 3	Severity 4
Initial Response Time	15 minutes	1 hour	3 hours	8 hours
Work Begins Within	2 hours	4 hours	Next business day	1 week

Requirements

EVOLVTEC will require complete network documentation and mapping for the facility. All work possible will be performed during regular business hours. We will try to minimize disruptions to normal work if possible.

Exclusions

This proposal does not include replacement of equipment or parts required for repairs on printers, screens or peripherals. All labor required for installation and/or repair of the above devices, consumables such as printer maintenance kits, toner, ink, batteries, etc. is not covered under this agreement and will be invoiced separately. Any labor outside of New York will incur additional traveling expense. Any labor after hours, any new computers and/or servers and any new setups are not included. All computers should have a fully supported OS installed. All software must be legally licensed.



	Non-recurring one time charge		
	Initial Onboarding/Configuration (One Time)		\$1500
	Monthly Recurring		
40	EVOLVTEC Proactive IT Support and management & Cyber Security Management <ul style="list-style-type: none"> ○ Unlimited Remote Support • Included core components: <ul style="list-style-type: none"> • Unlimited remote helpdesk during business hours • Onsite labor when needed during business hours \$150/hour • Remote Onboarding/Offboarding included on existing equipment • 24x7x365 network and critical device monitoring • Patch Management • Vendor management • Technology Business Reviews 	85	3400
6	Server and Network Management and Protection	100	600
40	SentinelOne Antivirus Control	3	120
1	Backup up to 40 Employees	0	475
	*Total monthly is estimate plus applicable taxes		4595

Add/Moves/Changes, Onsite Support and New Projects will be billed at rate \$150/hr.



Minimum Standards

In order for **Kenneth City** existing environment to comply under the EVOLVTEC Managed Services Minimum Standards, the following requirements must be met:

- All Server and Desktop Software must be Genuine, Licensed, and Vendor-Supported.
- All Server and Desktop/Laptop Equipment should have valid manufacturer warranty contracts.

All equipment under EVOLVTEC's Managed Services that does not comply with the Minimum Standards needs to be brought into compliance within 120 days of the Support Coverage Start Date.

IT-related Costs required to bring Kenneth City's environment up to these Minimum Standards are not included in this Agreement. All Professional Time required to bring Kenneth City's environment up to these Minimum Standards will be charged at additional. Excluded Services

Service rendered under this Agreement does not include:

- Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring Kenneth City's environment up to minimum standards required for Services.
- The Professional Services Time to bring Kenneth City's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by EVOLVTEC, including alterations, software installations or modifications of equipment made by Kenneth City's employees or anyone other than EVOLVTEC.
- Maintenance of Applications software packages, not provided by EVOLVTEC under the EVOLVTEC Complete Support Package.
- Training Services of any kind.



Master Services Agreement (MSA)

Managed Network Services (MNS) and Network Monitoring Services (NMS)

EVOLVTEC and Kenneth City agree that all support, consulting and other services or advice, including any resulting deliverables (referred to collectively and individually herein, as the context requires, as "Services") are provided under the terms and conditions of this Agreement.

The Services that are provided pursuant to the terms of this Agreement are in accordance with the Service Options outlined below. The precise scope of the services will be specified in each Statement of Work ("SOW") and/or

Managed Services Agreement. If there is any inconsistency between the terms and conditions contained in this the Master Agreement and the terms of an SOW, the terms of the SOW will prevail.

The terms contained in each SOW and/or Managed Services Agreement that is now attached or later added to this Agreement shall be an integral part of this Agreement. Any references to the term "we" or "our" shall apply to EVOLVTEC and any reference to "you" or "your(s)" shall apply to you, the Customer.

1. Service Options

The Customer may establish one or more agreements with EVOLVTEC. Each agreement will fall under one of the following Service Option types which classify billing models and service structures.

- A. **Statement of Work:** SOW's can be a combination of Fixed Price and Time and Materials ("T&M").
T&M
SOW provide that all hours for services and all materials used in delivering services including required hardware, software, and associated expenses are billed as they are used. Fixed Price SOW provide a good faith estimate of a fixed price for services, subject to approved change orders, and all materials used in delivering services including required hardware, software, and associated expenses.
- B. **Managed Services Agreements:** For Customer that would like to maintain more predictable and recurring user support costs as well as predictable infrastructure management, EVOLVTEC offers "Managed Services" agreements. These agreements segregate support services into specific categories that include monitoring, maintenance, and support services as well as other optional support offerings. Customer may select any combination of available services as outlined in the associated SOW for customer as it pertains to the customers WAN Connections or specific Devices as chosen in the SOW.

2. Standard Service Terms

Standard Service Terms apply to all services provided unless specifically amended in a signed SOW and/or Managed Services Agreement.

- A. **Service Hours:**
Standard Office Hours (i.e. "business hours") 10x5: EVOLVTEC's standard hours of operation are Monday through Friday, 8:00am through 5:30pm EST, excluding all weekends and six (6) annual major federal holidays.
Extended Hours: 24x7: Extended hours are those hours outside of EVOLVTEC's standard service hours. During extended hours, EVOLVTEC provides 24 hour access to support as an option under its carrier services and also Managed Services Contracts for its clients. That support is provided by the NOC and after hour's teams.



B. Scheduling and Availability:

EVOLVTEC will always aim to provide the minimum response time possible under current operating conditions and staffing circumstances at the time of actual service requests as outlined in SOW.

C. Service Requests

EVOLVTEC cannot and will not guarantee the response levels provided below for communications not made through the Service Desk. All service requests must contain:

i) a clear and concise description of the request; ii) any required special instructions; iii) any necessary individuals' contact information relating to the request; iv) come from a valid return email account (for automated acknowledgements of the request); and v) a clearly designated priority level.

Service Desk: The Service Desk acts as a central point of contact for all technical support, including hardware and software questions and installations, networking, network connection requests, and troubleshooting. Customer may submit requests online, or by sending e-mail to servicedesk@EvolvTec.com or calling 954-587-5521. E-mail Support requests can be submitted 24/7.

Response Time: The time between receipt of the service desk submission and the time that a EVOLVTEC staff member begins working on the issue. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time IS NOT defined as the time between the receipt of a call and problem resolution. EVOLVTEC will make all reasonable efforts to provide 4 hour response time, unless otherwise agreed in the Statement of Work.

3. Invoicing, Payment and Terms

A. EVOLVTEC will invoice Customer monthly for services rendered unless otherwise stated in the SOW and/or Managed Services agreement. Additional invoices may be submitted at any time during the month for project commitments and product purchases. Customer will be responsible for any applicable taxes and shipping charges.

B. Customer agrees to pay to EVOLVTEC the amount and or rates specified in the SOW and/or Managed Services Agreement. Payment terms will be Net 15 from the invoice delivery date, unless otherwise set forth in the SOW. Invoices not paid within 30 days of the date of the invoice that are not subject to a good faith dispute may be assessed a finance charge of one and half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.

C. Billing Terms:

Standard Rate: Customer's standard rate is \$150 per hour for a Technician. EVOLVTEC will bill at the lowest rate commensurate with the skill level required to accomplish any particular task.

Minimum Billing: All services time billing is in 15 minute increments. All onsite visits will incur a minimum of 1 hour service billing and remote and/or phone support calls will incur a minimum of 15 minutes service billing.

Travel Time: Travel time to and from Customer within EVOLVTEC's local region is not billed unless otherwise previously agreed upon. Inter-site travel time for a Customer during a Customer visit is billable time (the time spent getting from one of a Customer's locations to another). EVOLVTEC's local region is defined as any location or site within a 30-minute drive- time radius of EVOLVTEC's Florida offices. Exceptions will be made for specific Customers on a per Customer basis as needed.



For any travel time and all related expenses for travel outside of EVOLVTEC's local region, EVOLVTEC reserves the right to bill all travel time, to and from, at ½ the standard billing rate, and bill all travel related expenses. Lunch/Break Time: If lunch/break time is not "working" time (i.e. working through lunch) then it is not billed and is in 15-minute increments. For full day visits, up to a 30-minute lunch/break is assumed and allowed and billed.

Time-and-a-Half: EVOLVTEC reserves the right to bill time-and-a-half (1.5 times the actual worked hours) for ALL work performed outside of standard hours of operation (see above) regardless of whether remote or onsite.

Expenses: All travel and out of pocket expenses shall be billed to Customer (i.e. parts, software, materials, mileage, parking, tolls, incidentals, etc.).

Sole Remedy: In the case of a service interruption due to the willful misconduct or negligence of EVOLVTEC and not due to any act or omission of Customer or any third party, EVOLVTEC shall provide Customer a credit of the pro-rata amount of the recurring charges applicable to the interruption. This sets forth Customer's sole and exclusive remedy for any failure by EVOLVTEC to provide the Services.

4. Responsibilities of the Parties

- A. Both Parties will be bound by the terms and conditions that are set forth in this Agreement, which includes SOW's or Managed Services Agreements that are signed by both parties and incorporated in to this Agreement by reference.
- B. EVOLVTEC will provide Customer with the services in accord with the descriptions set forth in each SOW and/or Managed Services Agreement.
- C. To the extent necessary for the performance of the work under this Agreement, Customer hereby grants (or agrees to secure for) EVOLVTEC a limited right to use and access your systems, equipment, and software, solely for the purposes set forth in the Agreement, including any SOW and/or Managed Services Agreement. Customer shall indemnify EVOLVTEC for any third party claims related to any such access or use.

5. Confidentiality

Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements. All beta products are confidential unless excluded below.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

- A. Use of confidential information. For a period of five years after initial disclosure, neither party will use or disclose the other's confidential information without the other's written consent except in furtherance of this business relationship, or disclose the other's confidential information except: (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.



Both parties will take reasonable precautions to safeguard each other's confidential information. Such precautions will be at least as great as those we each take to protect our own confidential information. Both parties will disclose each other's confidential information to our employees, consultants or subcontractors only on a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the agreements, each of us will return it to the other or destroy it at the other's request.

- B. Cooperation in the event of disclosure. Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any commercially reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

6. Ownership of Proprietary Information

- A. Pre-existing work. All rights in any deliverables, computer code or materials developed or otherwise obtained independently of the efforts under a SOW of a party shall remain the sole property of that party. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, irrevocable, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables for your internal business operations.

7. Assignment

This agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under this agreement. Either party may assign this agreement without the written consent of the other. Provided, however, that in the case of the Customer, any such assignment shall be valid only upon 30 days prior written notice and subject to a reasonable credit-worthiness check. Notwithstanding the foregoing, we may use contractors to perform services, in which case we will be responsible for the performance of our contractors. "Contractor(s)" means any third party supplier or other provider of computer technology or related services.

8. Force Majeure

To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

9. EVOLVTEC as Independent Contractor

We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. Both parties are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, both parties and its contributors are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation know-how or techniques, so long as confidential information of the other party is not



disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

10. Non-Solicitation

EVOLVTEC and Customer hereby agree that neither will employ, nor make any offer of employment to any employee, agent or subcontractor during the term of this Agreement, and for a period of one year thereafter, without prior written permission. If either party breaches this Non-Solicitation provision, the employing party shall pay the other party, within 15 days of such hire, a sum equal to 50% of the hired person's annualized ongoing compensation.

11. Termination

- A. Either party to this agreement may terminate the Agreement if the other party
- a. i) is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach; ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services; iii) becomes insolvent, invoked as a debtor any laws providing for the relief of debtors or the rights of creditors, or had such law invoked against it, become subject to a proceeding for the liquidation or termination of its business, been adjudicated as bankrupt, or made an assignment for the benefit of its creditors, or ceased to do business, liquidated, or dissolved without appointment of a direct successor in interest.
- B. Effect of Termination (or Expiration): You shall within sixty (60) days after the effective date of termination or expiration of this Agreement or SOW pay EVOLVTEC in full for all amounts owed for services provided up to such effective date of termination or expiration. Upon such termination or expiration, amounts you owe include, without limitation:
- a. i) all unpaid balances for amortized one time charges and all direct costs incurred by EVOLVTEC in preparation of providing you the services (e.g. charges related to cancellation of third party contracts, equipment purchased as part of the services to be provided); ii) all charges for services actually provided up to the effective date of termination or expiration.

12. Arbitration

Any disputes that the parties are unable to resolve shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

Notwithstanding, in the event of

a violation of the confidentiality provisions of this Agreement, the parties shall be entitled to seek equitable relief in any Massachusetts court of competent jurisdiction. This Agreement to arbitrate shall be specifically enforceable and is the exclusive remedy for the resolution of such disputes under this Agreement. Each party shall bear its own costs for arbitration or equitable relief hereunder.

13. Limitation of Liability

- A. Limitation on direct damages: There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the services giving rise to the claims. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of this Agreement:
- i) Our liability for damages for gross negligence or willful misconduct, to the extent caused



by us or our agent and awarded by a court of final adjudication;

- B. NO LIABILITY FOR CERTAIN DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, FIX OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14. Indemnification:

EVOLVTEC and Customer shall defend, indemnify, and hold harmless each other against claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney's fee) or claims caused by or resulting indirectly from each other's use of these services, without limitation or exception.

15. Warranty Exclusion

EVOLVTEC and its suppliers and subcontractors, disclaim all express and implied warranties, including (without limitation) the implied warranties of merchantability and fitness for a particular purpose with respect to all services, software, hardware, and materials provided by EVOLVTEC or its suppliers and subcontractors.

16. Severability

If any provision of this Agreement is determined to be unenforceable or invalid the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

17. Notice

Any notice required hereunder shall be given by registered or certified mail, return receipt requested, postage prepaid, to the last address of either party as set forth in the SOW or Managed Services Agreement. Notices shall be effective when received.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

19. General

- A. Any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. Any legal action with respect to this Agreement must be brought within one (1) year after the cause of action arises. The laws of the State of New York, excluding its choice of law rules and principles, shall govern the construction, and interpretation of and the rights and obligations of the parties pursuant to this Agreement.
- C. The services that we provide to you under this Agreement shall be for your use and the use of your subsidiary and affiliated companies only.
- D. Either party may request changes in an SOW or Managed Services Agreement, provided that the appropriate change order form is completed and signed by both parties. The parties acknowledge and agree that any such change might require reasonable adjustments to the applicable timeframes and pricing.



Kenneth City

EVOLVTEC

X

Signature

X

Signature

Date: _____

Date: _____

*This is a 1 year agreement. Initial payments of (first and last month of this agreement plus one time) A Project Change Order will be required in the event changes or add-ons are deemed necessary during the implementation of this project. Changes or add-ons may impact project completion date and could be subject to additional fees. We require a 60-day written notice to terminate service from either party (Kenneth City and EVOLVTEC). After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term.

FORM 1

PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Certificate of Authority (Complete the appropriate form)
 - Form 4A: Certificate of Authority (for Corporations or Partnerships)
 - Form 4B: Certificate of Authority (for Individuals)
- Form 5: Acknowledgment of Addenda
- Form 6: Single Execution Affidavit
- Form 7: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- Form 8: Dispute Disclosure
- Form 9: Key Staff and Proposed Subcontractors
- Form 10: Reference Letters
- Form 11: E-Verify Affidavit
- Form 12: IRS Form W-9
- Form 13: Proof of Required Insurance
- Form 14: Bid Security/Bid Bond (unless waived)
- Form 15: Performance Bond & Payment Bond (unless waived)
- Form 16: Sworn Statement regarding Public Entities Crimes
- Form 17: Americans with Disabilities Act Non-Discrimination Statement,
- Form 18: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

Firm: EvolvTec Date: 1/5/2023

Authorized Signature: Jim Jones

Print or Type Name: Jim Jones Title: VP of Engineering Services

(name of person) as VP of Engineering (type of authority) for EvolvTec
_____(name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☒ Produced identification (Type of Identification: Driver's License)

☐ Did take an oath; or

☐ Did not take an oath

FORM 3
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

EvolvTec

Firm Name

1900 NW 32nd Street Suite A, Pompano Beach, FL 33064

Principal Business Address

954-587-5521

954-587-7210

Telephone Number

Facsimile Number

sales@evolvtec.com

Email Address

26-3430898

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 14 yr

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

L08000091535

9/26/2008

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: Managed Services, IT Support

Please identify the number of continuous years your Firm has performed its primary business: 40 years

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Dash Dalipi	CEO	All
Greg Blanc	VP	All
Jim Jones	VP	All

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees	32
Total No. of Managerial/Administrative Employees	6

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☒ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Dash Dalipi	CEO	90
Greg Blanc	VP	10

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☒ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
Dash Dalipi	DSS	100

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Name	Entity	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: EvolvTec

Authorized Signature: Jim Jones

Date: 1/5/2023

Print or Type Name: Jim Jones

Title: VP of Engineering Services

FORM 4A
CERTIFICATE OF AUTHORITY
(Corporation/Partnership)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____.

(the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the Town of Kenneth
City, and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity's
Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Entity this _____ day of _____, 20____.

Secretary: _____

President: _____

Print Name: _____

Print Name: _____

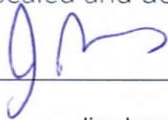
(Seal)

FORM 4B
CERTIFICATE OF AUTHORITY
(Individual)

I, Jim Jones ("Affiant") being first duly sworn, deposes and says:

1. I am the VP of Engineering Services
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: EvolvTec doing
business as Managed Services provider, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all
of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated 1/5/2023 and
submit this Proposal to the Town of Kenneth City, and the execution of this Certificate of
Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

Signed, sealed and delivered by:



Print Name: Jim Jones Title: VP of Engineering Services

ACKNOWLEDGMENT

State of Florida
County of Leon

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online
notarization, this 5th day of January, 20 23, by Jim Jones
(name of person) as VP of Engineering Services (type of authority) for TIENNA COHEN
_____(name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

____ Personally known to me; or
☒ Produced identification (Type of Identification: Drivers License)
____ Did take an oath; or
____ Did not take an oath

FORM 5
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

<input type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

Firm: EvolvTec

Authorized Signature: Jim Jones Date: 1/5/2023

Print or Type Name: Jim Jones Title: VP of Engineering Services

FORM 6
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

<u>EvolvTec</u> NAME OF PROPOSING OR BIDDING ENTITY	<u>By: Jim Jones VP of Engineering Services</u> INDIVIDUAL'S NAME AND TITLE
<u>26-3430898</u> FEIN OF PROPOSING OR BIDDING ENTITY	Date: <u>1/5/2023</u>

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JJ
Respondent Initials

Public Entity Crimes Affidavit

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 of 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 misrepresentations.

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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 ownership by one person of shares constituting a controlling interest in another 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.

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 of 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 applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations 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 ad 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 to 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 Consultant 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 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.

JJ

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

JJ

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer

(including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

JJ

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

JJ

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its

subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JJ

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes 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 of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

JJ

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Dash Dalipi	1900 NW 32nd Ave Ste A Pompano Beach FL 33064	90
Greg Blanc	1900 NW 32nd Ave Ste A Pompano Beach FL 33064	10

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

--	--

JJ

Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

JJ

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

JJ

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

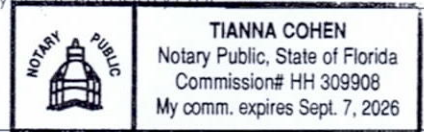
Firm: _____

ACKNOWLEDGMENT

State of Florida

County of Leon

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 5th day of January, 2023, by Jim Jones
(name of person) as VP of Engineering Services (type of authority) for EvolvTec
_____(name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

☒ Produced identification (Type of Identification: Drivers License)

_____ Did take an oath; or

_____ Did not take an oath

FORM 7
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID
CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: EvolvTec

Authorized Signature: Jim Jones Date: 1/5/2023

Print or Type Name: Jim Jones Title: VP of Engineering Services

FORM 8
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: EvolvTec

Authorized Signature: Jim Jones Date: 1/5/2023

Print or Type Name: Jim Jones Title: VP of Engineering Services

FORM 9
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No
☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: EvolvTec

Authorized Signature: Jim Jones Date: 1/5/2023

Print or Type Name: Jim Jones Title: VP of Engineering Services

FORM 10

REFERENCES

REFERENCE #1

Public Entity Name: City of Oakland Park

Reference Contact Person/Title/Department: Mark Curry Manager IT

Contact Number & Email 954-630-4228 mark.curry@oaklandparkfl.gov

Public Entity Size/Number of Residents/Square Mileage: 43,500 residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity) Managed services for security cameras at all of their parks
Provide repair services for their desktops, laptops and servers

Is the Contract still Active? Yes X No

REFERENCE #2

Public Entity Name: Department of Corrections

Reference Contact Person/Title/Department: Kay Parker Chief IT

Contact Number & Email 850-838-8529 kay.parker@fdc.myflorida.com

Public Entity Size/Number of Residents/Square Mileage: 80,000 inmates

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity) Providing hardware support for their server, UPS, printers

Is the Contract still Active? Yes X No

REFERENCE #3

Public Entity Name: Town of Fort Myers Beach

Reference Contact Person/Title/Department: Amy Baker Manager

Contact Number & Email 239-765-0202 amy@fmbgov.com

Public Entity Size/Number of Residents/Square Mileage: 5,600 residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity) Provide complete Managed Services for IT Network

Phones

Is the Contract still Active? Yes _____ No X

FORM 11
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

Jim Jones Print Name: Jim Jones
Title: VP of Engineering Services Firm: EvolvTec

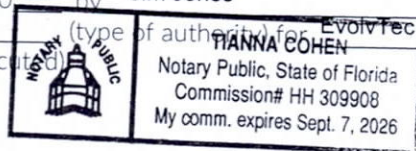
ACKNOWLEDGMENT

State of Florida
County of Leon

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of January, 2023 by Jim Jones

(name of person) as VP of Engineering Services

(name of party on behalf of whom instrument is executed)



Notary Public (Print, Stamp, or Type as Commissioned)

☐ Personally known to me; or
☒ Produced identification (Type of Identification: Drivers License)
☐ Did take an oath; or
☐ Did not take an oath

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DSS Management of Florida LLC	
2 Business name/disregarded entity name, if different from above Evolvtec	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) P	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1900 NW 32nd Street, Ste A	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL 33064	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-				-	
OR								
Employer identification number								
9	2	-	0	3	0	9	3	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

FORM 12
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: EvolvTec

Authorized Signature: Jim Jones Date: 1/5/2023

Print or Type Name: Jim Jones Title: VP of Engineering Services

FORM 14
BID SECURITY/BID BOND

INTENTIONALLY OMITTED. BID BOND WAIVED.

FORM 15
PERFORMANCE BOND REQUIREMENT WAIVED BY TOWN MANAGER.

INTENTIONALLY OMITTED.

FORM 16

**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 the TOWN OF KENNETH CITY, FLORIDA

by: Jim Jones VP of Engineering Services

(print individual's name and title)

for: EvolvTec

(print name of entity submitting sworn statement)

whose business address is: 1900 NW 32nd Street Ste A Pompano Beach FL 33064

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3430898

(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 of 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 misrepresentations.
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 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 ownership by one person of shares constituting a controlling interest in another 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 of 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 applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 to 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 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 5th day January, 2023.

Personally known ☐

OR

Produced identification
Drivers License

Type of identification

Notary Public – State of Florida My
commission expires: Sept 7, 2026

Tianna Cohen
Printed, typed or stamped commissioned name of notary
public



FORM 17

**AMERICANS WITH DISABILITIES ACT DISABILITY NONDISCRIMINATION
STATEMENT**

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

This sworn statement is submitted to the TOWN OF KENNETH CITY, FLORIDA

by: Jim Jones VP of Engineering Services
(print individual's name and title)

for: EvolvTec
(print name of entity submitting sworn statement)

whose business address is: 1900 NW 32nd Street Ste A Pompano Beach FL 33064

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:
26-3430898 -)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the following laws, including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction:

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101 12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes; The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; and The Fair Housing Act as amended 42 USC Section 3601-3631.

[Signature]
Signature

Sworn to and subscribed before me this 5th day January, 20 23.

Personally known ☐

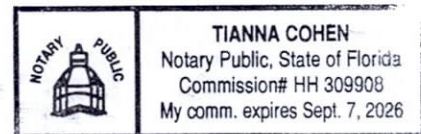
OR

Produced identification
Drivers License

Type of identification

Notary Public – State of Florida
My commission expires: Sept. 7, 2026
Tianna Cohen

Printed, typed or stamped commissioned name of notary public



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name: EvolvTec

Date: 1/5/2023

By: Jim Jones
Signature of Authorized Representative

Jim Jones VP of Engineering Services
Name and Title of Authorized Representative