

**AGREEMENT BETWEEN DESOTO COUNTY, FLORIDA
AND COMPUTERS AT WORK, INCORPORATED dba vTECH io**
REQUEST FOR PROPOSAL NO. 26-11-00

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered as of the date signed by the last Party below (the "Effective Date") by and between DeSoto County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and **COMPUTERS AT WORK, INCORPORATED dba vTECH io**, a Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose address is 3033 Winkler Avenue, Fort Myers, Florida 33916 and Federal Employer I.D. # is 31-1758837.

RECITALS

WHEREAS, the County is in need of a contractor to provide **MANAGED INFORMATION TECHNOLOGY SERVICES** ("Services"); and

WHEREAS, pursuant to the DeSoto County Purchasing Ordinance, the County issued a Request for Proposals, No. 26-11-00RFP, to competitively procure the Services and received responses to perform these Services. A copy of the solicitation and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a validly existing and insured entity with the necessary experience and capability to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of **TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$10,490.00)** monthly, for an annual Contract amount of **ONE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$125,880.00)**, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Solicitation No. 26-11-00RFP and Contractor's Response;

Attachment "B" – Insurance Requirements;

Attachment "C" – Scrutinized Companies & Countries of Foreign Concern Affidavit;

Attachment "D" – Anti-Human Trafficking Affidavit; and

2. Services. Contractor agrees to perform the following services, **MANAGED I.T. SERVICES**. The Services to be provided are further detailed in the Solicitation No. 26-

11-00RFP and Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The initial term of this Agreement shall begin on the Effective Date, and shall continue for a period of **ONE (1) year**, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

- ☐ This agreement may not be renewed; or
- ☒ This agreement may be renewed upon mutual written agreement of the parties for **FOUR (4) additional ONE (1) year renewals**, for a total term of **FIVE (5) years**.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of **TEN THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$10,490.00)** monthly, for an annual Contract amount of **ONE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$125,880.00)**.

- a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

- b. Disbursement. Check one:

- ☒ There are no reimbursable expenses associated with this Agreement.

- ☐ The following are reimbursable expenses associated with this Agreement:

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor THREE (3) days, excluding weekends and County holidays) to cure such default. If the default remains uncured after THREE (3) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the

Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 12th Judicial Circuit in and for DeSoto County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Chapter 119, Florida Statutes. Contractor must comply with the public records laws, Chapter 119, Florida Statutes, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 AT 863-993-4800, S.ALTMAN@DESOTOBICC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	County Administrator or Designee DeSoto County BOCC 201 E. Oak Street, Suite 201 Arcadia, FL 34266 Phone: 863-993-4800 Fax: N/A Email: g.faircloth@desotobocc.com	With a copy to: DeSoto County Attorney 201 E. Oak Street, Suite 201 Arcadia, FL 34266 Phone: 863-993-4800 Fax: N/A
If to the Contractor:	Computers at Work, Inc., dba vTECH io 3033 Winkler Avenue Fort Myers, FL 33916	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Reserved.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and

complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of

this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Required State Provisions

- a. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "C". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not

demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- b. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.
- c. Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Attachment "D".
- d. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Contractor, is attached hereto as Attachment "C".

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent

term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day
of _____, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

**COMPUTERS AT WORK, INCORPORATED
dba vTECH io**

By: _____

Printed Name: _____

Title: _____

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 26-11-00 Request for Proposal

Title: DeSoto County Managed IT Services

Description: The DeSoto County Board of County Commissioners is seeking formal Proposals from qualified firms and/or individuals to provide Managed IT Services as described within the context of this Request for Proposal.

Pre-Bid/Proposal Conference: No Pre-Proposal Conference will be scheduled for this RFP.

Intent to Respond and Clarification Questions: Please indicate your intention to respond, by email, to c.talamantez@desotobocc.com by the **Intent to Respond and Clarifications Questions due date below**. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. **Please include the Non-Disclosure Agreement with your response.** We ask that you submit any clarification questions regarding the RFP by the date below. Answers will be provided to all respondents by the Answers Provided date.

Intent to Respond and Clarifications Questions Due Date: March 19, 2026, by 5:00 PM. All questions must be submitted in writing to Cindy Talamantez, Purchasing Director.

Proposal Due Date: March 26, 2026, by 2:00 PM: Proposals must be submitted to the Purchasing Office located at 201 E. Oak Street, Suite 203, Arcadia, FL 34266. Proposals submitted after the indicated time will not be considered but returned unopened to the sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director by calling (863)-993-4816 or by emailing: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such, three (3) printed copies and one (1) Flash Drive containing a full copy of proposal.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form to the Purchasing office at the address listed above. Please include the following Non-Disclosure Agreement with your response.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Notes:

- Documents may also be obtained by using www.demandstar.com
- All questions must be submitted in writing by contacting the purchasing department.
- DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.
- Unless otherwise noted, the Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.
- All first-time vendors must submit a W-9 Form with their response.

**REQUEST FOR PROPOSAL
MANAGED IT SERVICES
26-11-00RFP**

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DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. **Acceptance**: By the COUNTY of the Work as being fully complete in accordance with the Contract Documents.
2. **Agreement**: The written agreement between the COUNTY and the CONSULTANT covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.
3. **Addenda**: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications, by addition, deletions, clarifications, or corrections.
4. **Application for Payment**: The form furnished by the COUNTY which is to be used by the CONSULTANT in requesting progress payments and an affidavit of the CONSULTANT that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONSULTANT to discharge in full all of the CONSULTANT'S obligations stated in prior Applications for Payment.
5. **Approval**: Accept as satisfactory.
6. **Bonds**: Performance and payment bonds and other instruments of security, furnished by the CONSULTANT, and his surety in accordance with the Contract Documents and in accordance with the law of the location of the project.
7. **Change Order**: A written order to the CONSULTANT signed by the COUNTY authorizing an addition, deletion, or revision in the Scope of Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
8. **Contract Documents**: Advertisement for Proposals, Information for Proposers, the Request for Proposals, the Bonds, the Agreement, the Notice of Award, the Notice to Proceed, the Change Order, General Conditions, and the Scope of Work.
9. **Contract Price**: The total moneys payable to the CONSULTANT under the Contract Documents.
10. **Contract Time**: The number of calendar days stated in the Agreement for the completion of the Scope of Work.
11. **Contracting Officer**: The COUNTY or the Individual who is authorized to sign the Contract Documents on behalf of the County's governing body.

12. **CONSULTANT:** The person, firm, or corporation with whom the COUNTY has executed the Agreement.
13. **Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
14. **CONSULTANT:** The person, firm, or corporation named as such in the Contract Documents.
15. **Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the CONSULTANT (d) a written order for a minor change or alteration in the Work issued by the CONSULTANT. A modification may only be issued after the execution of the Agreement.
16. **Notice of Award:** The written notice by the COUNTY to the apparent successful Proposer stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the County will execute and deliver the Agreement to him.
17. **Owner:** A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
18. **Proposal:** The offer or proposal of the Proposer submitted on the prescribed form setting forth the Scope for the Work to be performed.
19. **Proposer:** Any person, firm, or corporation submitting a Proposal for the Work.
20. **Resident Project Representative:** An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the COUNTY as his representative. The CONSULTANT shall be notified in writing of the identity of this representative.
21. **Specifications:** Those portions of the Contract Documents consisting of written Scope of Work as applied.
22. **Sub-consultant:** An individual, firm, or corporation having a direct contract with CONSULTANT or with any other Sub-consultant for the performance of a part of the Scope of Work.
23. **Surety:** The corporate body that is bound with the CONSULTANT and which engages to be responsible for the CONSULTANT and his acceptable performance of the Work.

24. **Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONSULTANT under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.
25. **Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapproval required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the COUNTY under this Contract shall be delivered to the COUNTY through the CONSULTANT.

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GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance with the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at the Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **AMENDMENTS:** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the DeSoto County Board of County Commissioners. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Agreement without the written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Agreement at the discretion of the County.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon the availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Agreement after providing the Consultant no less than thirty (30) days written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
6. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the Solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The County may consider a lack of competent, capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
7. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are

no promises or understandings other than those stated herein, and that any prior negotiations between the County and Consultant shall not constitute a part of the Agreement between the County and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

8. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception, the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.
9. **COMPLIANCE WITH LAWS:** Consultant represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Proposers must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.
11. **CONSULTANT'S OWN FORCES:** No more than Fifty percent (50%) of the dollar value of the total contract work may be accomplished by Sub-consultants. The balance of the work must be accomplished by a successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract, and the estimated cost of these items.
12. **DELAYS AND EXTENSION OF TIME:** The Consultant shall not be entitled to any claim for damages, including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Consultant to an extension of time in which to complete the work, which shall be determined by the County, provided that the Consultant will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Consultant's sole and exclusive remedy for all claims for delay, including delays

attributable to a breach of Contract or Tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes a delay or interferes with the use or delivery of the services described in this solicitation, the County reserves the right to acquire from other sources any services during any suspension of delivery.

13. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
14. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
15. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested shall be rejected. If the County believes collusion exists among Proposers, all proposals shall be rejected.
16. **E-VERIFY:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of this Agreement in which the Consultant performs employment duties within Florida. This verification requirement extends to all persons, including sub-consultants, utilized, hired, contracted, or assigned by the Consultant to perform work pursuant to this Agreement.
17. **FAILURE TO PERFORM:** If during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the County reserves the right to:
 - A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months.
18. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to DeSoto County.
19. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold harmless the County and all of the County's officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection

expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnifications, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive Consultant of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

20. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a proposal from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the County to properly evaluate the proposal, the County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.

21. **INSURANCE:** The Consultant, at its own expense and in its own name, must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

If any insurance should be canceled or changed by the insured or expire during the period of its proposal award, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

22. **LEGAL REQUIREMENTS:** Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will no way be cause for relief from responsibility.

23. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other

license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to the proposal award. The Proposer shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.

24. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.
25. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
26. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County as non-responsive based on the submission of nonconforming terms and conditions.
27. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the County to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
28. **OPERATION DURING DISPUTE:** In the event, the County has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the County, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event, a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
29. **PAYMENT TERMS:** Consultant shall prepare and submit to the County's Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the County's Finance Department, who shall initiate disbursements for invoices approved by the Administrative Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid

previously. The Consultant shall submit an invoice for payment to the County on a monthly basis.

The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

30. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.

31. **PUBLIC RECORDS REQUESTS:**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

a. CONSULTANT must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, CONSULTANT shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the Agency.

d. Upon completion of the contract, CONSULTANT shall transfer, at no cost, to the Agency all public records in possession of the CONSULTANT. or keep and maintain public records required by the Agency to perform the service under this contract. If the CONSULTANT transfers all public records to the Agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public

records, in a format that is compatible with the information technology systems of the Agency.

32. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Consultant.
33. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
34. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners reserves the right to reject any and all proposals not deemed to be in the best interest of the County, or to accept that proposal, which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all proposals or any part of any proposal. The County also reserves the right to award or eliminate any portion of the proposal.
35. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
36. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Proposer complies with it in all respects prior to and during the term of the Agreement.
37. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the County will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the County of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the County, including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Consultant in connection with this Agreement will be the property of the County.

The County Development Director shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the County may withhold from amounts due to the Consultant such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

38. **TERMINATION FOR CONVENIENCE:** The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective Thirty (30) days following the date of notice, for any of the following reasons

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when the termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work, and on the date set in the Notice of Termination, the Consultant will stop work to the extent specified.

The County shall pay the Consultant under the following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the Consultant.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for the disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage, and property damage resulting from explosion, collapse, or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT(S) shall maintain such insurance for at least two (2) years from the termination of this Agreement, and during this two (2) year period, the CONSULTANTS(S) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT(S) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the Consultant as required herein shall be considered, and the Consultant agrees that said insurance

coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the Services, a renewal certificate shall be issued 30-days prior to the said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. **TIME OF PERFORMANCE:** This will be a **ONE (1)** year Agreement commencing on the effective date of the Agreement, with an option to renew for **FOUR (4)** additional years **ONE (1)** year at a time for a total possible Agreement time of **FIVE (5)** years. The Agreement will remain in full effect unless otherwise terminated by the DeSoto County Administrative Services Director.

The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest-ranked Proposer (depending on the urgency of the County's needs) may result in the award/project being authorized to the next highest-ranked Proposer.

3. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to the interpretation of requirements, the scope of services, or selection processes shall be addressed in writing to the address indicated below. No inquiries, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**
4. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an Additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as the DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the Services. For the purpose of identification, when submitting insurance, the Request for Proposal name and number must be included on the certificate.
6. **CONSULTANT AND COUNTY DEFINED:**
As used in these specifications, the term "Consultant" refers to Seller, and the term "County" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All persons acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.
7. **ADDITIONAL INFORMATION:**
Questions about the Agreement and technical portions of the Request for Proposal must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening.

Direct inquiries to:

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

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**SCOPE OF WORK
MANAGED IT SERVICES
SOLICITATION # 26-11-00RFP**

DESCRIPTION OF ENVIRONMENT AND EXISTING INFRASTRUCTURE:

- DeSoto County currently has approximately 200 staff.
- DeSoto County is a Microsoft environment.
- The location of servers and primary network equipment is in the Administrative Building in Arcadia.

DEPARTMENTS AND LOCATIONS:

DEPARTMENT	LOCATION
TRANSPORTATION	1894 NE McKAY STREET
ENVIRONMENTAL SERVICES (LANDFILL)	3268 SW DISHONG AVE
HUMAN RESOURCES	201 E. OAK STREET, SUITE 200
ANIMAL CONTROL	2048 NE McKAY STREET
ADMINISTRATIVE SERVICES	201 E. OAK STREET, SUITE 205
ADMINISTRATION	201 E. OAK STREET, SUITE 201
COMMUNITY SERVICES (HOUSING, VETERANS)	201 E. OAK STREET, SUITE 202
PROBATION	126 N. HILLSBOROUGH AVE
ENGINEERING PLANNING CODE ENFORCEMENT BUILDING	201 E. OAK STREET, SUITE 204
TURNER CENTER	2250 NE ROAN STREET
PUBLIC SAFETY	127 N. HILLSBOROUGH AVE
STATION 1	25 WEST CYPRESS STREET
STATION 2	8789 SW CR 761
STATION 3	8120 S.W. HIGHWAY 72
FACILITIES MAINTENANCE	133 N. HILLSBOROUGH AVE
COUNTY EXTENSION	2160 NE ROAN STREET
EMERGENCY MANAGEMENT	2200 NE ROAN STREET
UTILITIES	2170 NE ROAN STREET
PARKS & RECREATION	1365 S.E. HARGRAVE STREET

SERVERS:

- 9 Windows 2016 Standard
- Services on the servers include:
 - 1 Exchange Server
 - 1 Domain Controller
 - 1 DHCP Server
 - MS SQL ranging from 10.5 to 13.2
 - 3.4 TB of used disk space

NETWORK/SECURITY:

- SonicWALL NSA 2600 with an HA
- SonicWall routers with site-to-site VPN in some of the larger locations
- Workstations and Servers are protected with BitDefender.

WORK-FROM-HOME ENVIRONMENT:

Approximately 90 of the PCs are notebooks that use VPN connections to the network.

MOBILE DEVICES:

All Mobile Devices are maintained internally and not included in the Consultants' Scope of Work.

THE CURRENT BACKUP PROCESS:

The current backup solution is operated with Replibit by Axcient. Backups consist of full images of servers providing fast restoration on complete systems rather than file-level restores. Restores are also able to be performed on Bare metal, meaning restores can happen on dissimilar hardware if needed. Due to the solution not running on a windows-based system, there are no mapped drives to or from the backup appliance. Backups on site are kept to up to a year and offsite for 3 months. This allows for long-term restoration if needed due to stagnant infections.

FILE SHARING SERVICES IN USE:

OneDrive

PRINTERS:

Support of the printers is outside the scope of the managed service provider.

INTERNET SERVICE PROVIDER:

Comcast 300mb up/46mb down

EMAIL:

Microsoft Exchange 2016 hosted onsite and located in the server
Email security is performed by a Barracuda Email Security Gateway Appliance hosted onsite in the server room.

WORKSTATIONS:

All Desktops and Laptops are on Windows 11 Pro

Workstation age ranges from 1 month to 115 months
Microsoft Office 2013/2016/2019/Office 365 (varies)
No workstations are backed up

REQUIREMENTS FOR MANAGED IT SERVICES:

The company awarded this RFP will work with the County's IT Coordinator to provide a seamlessly integrated system of support, comprehensively managing infrastructure and network services.

- Most of the departments operate Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- Some departments, such as Fire and EMS, are 24x7.
- Consultant will be expected to support in a advisory or backup role during declared emergencies. Work Associated may be after hours or weekends and the County understands tasking work after hours with be subject to the rates identified for such work.
- Assist in planning and implementation of Annual Cybersecurity Training for County staff.
- Consultant must consult the County in advance when changes or updates are needed that require shut down of the network.

MANAGED IT SERVICES REQUIRED:

- Server Support:
 - 24x7 monitoring and management, with proactive communication and escalation protocols based on the severity of any unscheduled outages. Describe the method of communication and escalation protocols.
 - Management includes the immediate update of OS security patches and monthly updates of non-critical OS patches.
 - Management of onsite Exchange and Email security.
 - Describe your SLAs
- PC and Laptop Device Support:
 - 24x7 monitoring and management, with proactive communication and escalation protocols based on the severity of any unscheduled outages. Describe the method of communication and escalation protocols.
 - Management includes the immediate update of OS/software security patches and monthly updates of non-critical OS patches. This must be coordinated and approved in advance.
 - Adds, moves, and changes for users, email, device changes as users change, etc. this is performed internally only unless tasked as a backup if internal contact is unavailable.
 - Describe your SLAs
- Security – threat prevention, security monitoring, and security management for servers, PCs, and laptop devices:
 - Management of firewalls and routers
 - PCs, Mobile Devices and Server malware prevention

- Please describe the related SLAs
 - Some departments, such as Fire and Public Safety, must conform to HIPAA requirements.
- Proactive network management and monitoring:
 - Ability to determine outages and remedy the issue promptly
 - Manage wireless access points, switches, and other network devices.
 - Adds, moves, and changes for remote access users
 - Updates to existing equipment, as necessary, to maintain security.
 - Describe your SLAs
- Help Desk Support:
 - Describe the support model for regular hours, after hours, and emergencies.
 - Is the help desk support unlimited, limited to a monthly number of calls, priced per call, only for designated callers, etc.?
 - If help desk hours do not cover all DeSoto hours of operations, please describe what coverage will be provided for those hours outside of regular help desk hours.
 - Is the help desk staff local?
 - What is your average help desk response time?
 - Are help desk staff employees sub-contracted?
 - How many help desk staff are full-time? Part-time?
 - What are the skill/certification levels of first-level help desk staff?
 - Describe the escalation path and process for help desk calls.
 - Describe your SLAs
- Exclusion:
 - Please describe any services listed that are excluded with the proposed Managed Service
- Other Considerations:
 - Please describe other services that should be included with the proposed Managed Service

AS-NEEDED SERVICES REQUIRED:

- Onsite-site engineer. What is the notice required to schedule an on-site engineer? Does in-person response rotate among support staff? Describe the process of providing support staff for DeSoto County.
- Delivery, installation, and set-up of equipment on-site, as required. The cost of the equipment shall be provided in separate project agreements.
- Procurement management – Selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.
- Move, Add, Change (MAC) – Changes to the location or configuration of existing equipment or software, and installation of additional equipment or software.
- Warranty, break fixes, and installation – Planned and on-call services, including emergency response to server and networking issues.

OPTIONAL SERVICES:

- Support for an IT Operational Recovery Plan in the event of a disaster.
- Solution design – Solution packages (e.g., hardware, software, licensing) and associated data migration, if needed.
- Life cycle management of hardware units – Process for end-of-life notification, quote replacement,
- Software licensing control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation

GENERAL QUESTIONS:

1. Please provide a proposed work plan for a migration to your organization for Managed IT Services. Specifically, provide the following information:
 - Key activities
 - Timing
 - Information/resource requirements from DeSoto County
 - Deliverables
 - Key milestones, checkpoints, and other decision points
2. What DeSoto County resources would you require (e.g., information, data, staff resources, communication) during migration and on an ongoing basis?
3. Please identify the team assigned to the account and describe how you plan to interact with DeSoto County and any third-party providers that may provide services to DeSoto County.
4. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
5. Please describe your organization's experience in transitioning clients to cloud-based technologies from more traditional IT service models.
6. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?
7. Describe the documentation process used to keep track of DeSoto County assets, software, users, network, etc. so Vendor staff has easy access to documentation necessary for support.
8. Describe reporting of key metrics to demonstrate to DeSoto County that Vendor is fulfilling agreed services and pointing out new issues that need to be addressed.
9. Reporting and Communication – Ensuring monthly reporting on all purchases, assets, current activities and issues, and project status reports

Explain your process for handling special requests or projects from your clients.

10. What options are available for user training and technical training that may be required by our staff?
11. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
12. How do you monitor customer satisfaction and quality assurance on an ongoing basis, and how might we benefit from this process?
13. DeSoto County's user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

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**MANAGED IT SERVICES
SOLICITATION # 26-11-00RFP
Scope of Work Check List and Pricing**

Please complete this form to summarize your proposal. This form must be submitted with your response. You have the option of providing a bundled price or individual line item pricing. If you provide bundled pricing, please check "Yes" or "No" whether the required item is included in the bundled price. If your proposal differs from the requirements, please provide a brief comment about the difference. Please briefly describe your SLA in the appropriate comments field. Provide All-inclusive pricing.

SCOPE OF WORK CHECKLIST AND PRICING				
Bundled Service Price			Pricing	Comments
Per PC per month				
Per Server per month				
	Included in Bundled Price Above			
	YES	NO	PRICING	COMMENTS
COUNTY SUPPORT				
Ability to provide services M-F 8:30-5:00 PM				
Ability to provide services 24x7				
SERVER SUPPORT				
24x7 monitoring and management				
Patch management				
Exchange and Email security management				
SLA				
PC & MOBILE DEVICE SUPPORT				
24x7 monitoring and management				
Patch management				
Existing user adds, moves, and changes				
SLA				
SECURITY				
Malware prevention				
Management of firewalls and routers				
Ability to conform to HIPAA				
SLA				

	Included in Bundled Price			
	YES	NO	PRICING	COMMENTS
NETWORK MANAGEMENT				
Ability to determine outage and remedy				
Network device management				
Moves, adds, and changes for remote users				
Firmware updates				
SLA				
HELP DESK SUPPORT				
Normal hours				
After hours				
Number of calls permitted per user per month				
Is Help Desk limited to specified callers that pre-screen calls				
Email ticket submission				
Phone ticket submission				
Chat ticket submission				
SLA				
ENGINEERING COSTS				
Onsite engineering cost per hour				
Remote engineering cost per hour				

**PROPOSAL FORMAT
MANAGED IT SERVICES
SOLICITATION # 26-11-00RFP**

A total of one original and five printed copies need to be included. Include one electronic copy. An electronic copy should include any proposal spreadsheets as provided by the COUNTY. An electronic copy should contain a consolidated copy of the proposal in one PDF file.

Tab I Executive Summary (Category 1):

One page summary of your qualifications to perform the requested IT Managed Services.

Tab II Qualifications (Category 1):

1. Company Information (whether a corporation, partnership, joint venture, etc., and whether you are registered to do business in Florida).
2. A brief company history.
3. How many years has your organization been in business as a provider of the services you're proposing to offer under this solicitation?
4. How many years has your organization been in business under its' present business name?
5. Location of the Consultant's office and location of the office from where the service will be provided. Include the name and titles of those members of the project team that are permanently assigned to the project office.
6. How many years at this present office location?
7. How many years at any prior office location?
8. How many full-time employees? Of the employees, how many perform technical support? How many employees will be assigned to support the proposed service? What are the certifications held by the employees?
9. Is work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform?
10. Under what other or former names has your organization operated?
11. If your organization is a corporation, answer the following:
 - a. Date of incorporation
 - b. State of incorporation
 - c. President's name
 - d. Vice-President's name(s)

- e. Secretary's name
 - f. Treasurer's name
12. If your organization is a partnership, answer the following:
- a. Date of organization
 - b. Type of partnership (if applicable)
 - c. Name(s) of general partner(s)
 - d. If your organization is individually owned, answer the following:
 - e. Date of organization
 - f. Name of owner
13. If the form of your organization is other than those listed above, describe it and the name of the principals.
- a. Financial Responsibility.
 - b. Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the CONSULTANT is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Consultant with whom the County would contract and all other firms shown as team members would be sub-consultants.
14. Experience of your company or firm with the services, products, or combination thereof, as stated in the Scope of Services.

Tab III Key Personnel (Category 2):

For the key individuals who will be managing or performing the service offered in response to this solicitation, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certification, or membership in professional organizations. Resumes may be included, but key personnel qualification sheets are limited to 1 page per employee. The max. number of key personnel is ten.

- 1. Provide an organizational plan for the management of the service.
 - a. A proposed relationship between key members and support staff and aspects of work each will be responsible for working.
 - b. Include a list of all employees authorized to enter an Agreement on behalf of the Company.
- 2. Identify all sub-consultants and sub-contractors to be used to perform the service.
 - a. Describe work experience, field(s) of specialization, education, and certifications.

Tab IV. Service (Include similar projects) (Category 3):

Use this section to demonstrate a listing of previous experience with Governmental Agencies and cite client references for which work similar in nature that was performed.

Provide the Agency name and contact information. Describe the scope of work performed. Provide a date range and project value. Preference will be given to Respondents who demonstrate experience performing Managed IT Services in DeSoto County or other Counties in Florida of similar size and/or characteristics:

1. Provide a minimum of four (4) references that include the Institution/Agency name, address, phone number, email, and contact's name and position.
2. Letters of recommendation by other references.
3. List of completed projects similar in scope to project under consideration, with references to include owners' contact person, telephone number, and email.
4. Any outstanding accomplishments of the firm that relates to the specific services being sought.

Tab V. Proposal Approach and Pricing (Category 4 and 5):

Demonstrate a complete understanding of the scope of work required and your firm's ability to dedicate the ongoing resources requested in the Scope of Work in the Request for Proposal.

The proposer must respond to each task/deliverable in the Scope of Work (SOW) section and include:

- The Proposer's overall support strategy/philosophy
- The approach Proposer will take to carry out the work objective
- The services that are currently provided by a third-party vendor.
- Assumptions, i.e. requirements, risks, and expectations used to develop the proposal
- An explanation of the problem reporting and resolution process that describes the Proposer's support plan, including tiers, escalation process, service levels, the person(s) authorized to close problem reports, etc.

Include descriptions of any reports used to summarize and provide detailed information for Proposers managed services customers. Include sample reports as attachments to the proposal to give an example of the types of reports that will be provided for this engagement.

Include a fee breakdown based on your pricing model.

- What is the pricing model? Fixed fee, hourly rate, hybrid, other?
- What services are included in the pricing? Address specifically the following (and feel free to include anything not included in this list):
 - On-site time
 - Help-desk support (via phone, email, remote shared desktop)
 - Travel time
 - Vendor management
 - Training

Include details of how the proposed services will be measured for quality and successful completion. Address specifically the following (and feel free to include anything not included in this list):

- Response time/Problem resolution time
- Response to major system problems or outages
- Regular in-person business review
- Regular reporting on system health in business terms

Tab VII. Required Forms

The County's required forms as listed on the Checklist provided in the Request for Proposal.

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**DESOTO COUNTY
SELECTION COMMITTEE RANKING FORM
MANAGED IT SERVICES
SOLICITATION # 26-11-00RFP**

Proposer:

The proposals shall be evaluated by the COUNTY and will be ranked on the basis of the following point scoring system:

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
Qualifications of the Proposer Proposer demonstrated that the company meets qualifications as listed for work described and authorized to work in the State of Florida.	15	/15
Qualifications of Personnel Proposer demonstrated that personnel assigned to this project are qualified in such work and authorized to work in the State of Florida.	15	/15
References Proposer demonstrated a listing of previous experience with Governmental Agencies and cited client references for which work similar was performed.	10	/10
Service Approach Proposer demonstrated a full understanding of the nature of the required service and outlined the plan/approach to accomplishing the work required.	30	/30
Price Pricing included in the Scope of Work Check List and Pricing	30	/30
TOTAL POINTS	100	/100

Proposal Scorer (printed):	Total Score:
Signature of Scorer:	Date:

STATEMENT OF NO PROPOSAL/SUBMITTAL

DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-993-4819.

Request for Proposals 26-11-00, DESOTO COUNTY MANAGED IT SERVICES

We the undersigned, have declined to submit a proposal on the requested service for the following reason(s):

_____ Insufficient time to respond to the Request for Proposals.

_____ We do not offer this service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Unable to meet specifications.

_____ Specifications are unclear (explain below).

_____ Remove us from your vendors' list for this service.

_____ Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____ Date: _____

PROPOSERS CHECKLIST

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- _____ Completely Executed Proposal Package (original and three (3) copies and one (1) electronic copy)
- _____ Qualifications Statement Form
- _____ Hold Harmless Form
- _____ Drug Free Workplace Form
- _____ E-Verify Affidavit
- _____ Public Entity Crimes Form
- _____ Non-Collusion Affidavit
- _____ Certificate Regarding Debarment
- _____ Conflict of Interest and Litigation Disclosure
- _____ Anti-Human Trafficking Affidavit
- _____ Foreign Country of Concern Affidavit

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (this "Agreement"), dated and effective as of _____, (the "Effective Date") is by and between _____

_____, and DeSoto County 201 E. Oak Street Suite 203, Arcadia, FL. 34266, relating to the disclosure by one Party ("Disclosing Party") of confidential and proprietary information to the other Party ("Receiving Party").

In consideration of the disclosures of confidential and proprietary information to be made by the Parties, the Parties agree as follows:

1. Definition of Confidential Information:

A. Confidential Information. Each Party acknowledges that it may receive from the other Party, or its agents, information that may be considered confidential and proprietary to the Party disclosing such information ("Confidential Information"). "Confidential Information" shall mean any and all of the following information, whether or not such information is (i) received before or after the Effective Date, (ii) intangible, written, or electronic form, or derived from specimens, samples, compilations, programs, devices, or other materials, or derived through visual observation or conversation, or (iii) any information that should be considered confidential given the nature of the information and the circumstances of its disclosure:

- (a) a Party's know-how, technology, finances and statements of financial condition, operations, strategies, pricing, costs, discounts, data, manufacturing methods and processes, patterns, procedures, systems, or techniques, Standard Operating Procedures ("SOP's"), products, product formulations, recipes for the manufacture and/or compounding of products, product specifications, applications, raw ingredient, and packaging sources and suppliers, testing methods and results, batch reports, research and developmental activities, business and marketing plans, customer names and contacts, materials sources, business relationships or contracts with third parties;
- (b) the existence and terms of, and any information received or discovered by either Party in the performance of its duties and obligations under, Agreement, manufacturing or supply agreements, quality agreements, contracts, purchase orders or purchase order acknowledgments between the Parties, including the specific Products and volumes purchased, A Party's Product purchasing patterns and forecasts, either Party's operations or business affairs, and any other information relating to either

- Party's customers or consumers, and
- (c) anything that falls within the definition of a "Trade Secret" found in the state law of either Party's principal place of business.

B. Confidential Information does not include:

- (a) Information already legally in possession of the Receiving Party at the time of disclosure, or independently ^[L]_{SEP} developed by the Receiving Party without reference to any Confidential Information, as shown by the Receiving ^[L]_{SEP} Party's written records;
- (b) The information which is or generally becomes known in the public domain through no fault of the Receiving Party;
- (c) Information obtained by the Receiving Party from a third party without restriction or without violation of any obligation of secrecy applicable to the information disclosed; and
- (d) The information which is required by law or subpoena to be disclosed provided that the Receiving Party shall give the Disclosing Party reasonable advance notice of any disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

C. Notwithstanding the above, specific disclosures will remain Confidential Information, even if they are embraced by general disclosures which are in the Receiving Party's possession or in the public domain. In addition, any combination of features shall remain Confidential Information, even if the individual features are separately in the Receiving Party's possession or in the public domain, but shall be subject to the above exceptions only if the combination itself, its principle, or operation, and its value or advantages are in possession of the Receiving Party or in the public domain.

2. **Nondisclosure:** The Receiving Party will not disclose the Confidential Information, directly or indirectly, to any third party, without the express written consent of the Disclosing Party. Provision of supplies, specimens, samples, or other physical material to a third party will be considered a form of disclosure under this provision.
3. **Nonuse:** The Receiving Party will not copy, transmit, summarize, quote or make any use of the Confidential Information, except in connection with the evaluation, investigation, or execution of any business relationship, contract or agreement, joint development programs, or other joint activities between the Parties, as mutually agreed upon by both Parties in writing.
4. **Protection of Confidential Information:** The Receiving Party will restrict access to the Confidential Information to those employees, affiliates, agents, or outside professional advisors who need to have such access in order to carry out a proper activity or use stated in paragraph 3 above. The Receiving Party will ensure such employees, affiliates, agents, or outside professional advisors are aware of and abide by the terms and conditions of

this Agreement, and the Receiving Party agrees to indemnify, defend, and hold the Disclosing Party harmless from and against the Receiving Party's violation hereof. The Receiving Party will exercise the same degree of care (and in any event not less than reasonable care) in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, that it uses to protect its own valuable confidential information and trade secrets, and agrees generally to take all steps necessary to maintain confidentiality.

5. **Return of Confidential Information:** At the conclusion of the activity or use specified in paragraph 3 above, or at any other time upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information, in whatever form, including copies, summaries, files, or data compilations made by the Receiving Party.
6. **Acknowledgment of Irreparable Harm:** The Receiving Party acknowledges that any disclosure of the Confidential Information will cause irreparable harm to the Disclosing Party and therefore agrees to the entry of a temporary restraining order, preliminary and/or permanent injunction, without the necessity of bond or security, by any of the courts described in paragraph 10, in order to prevent breach or to compel performance of this Agreement. This remedy is in addition to all other remedies at law or in equity available to the Disclosing Party.
7. **Duration:** Notwithstanding anything to the contrary contained herein, or in any other agreement, the obligations set forth within this Agreement shall not be merged into, superseded, or replaced by any subsequent agreement or contract between the Parties and, instead, will continue for each disclosure for a period of five (5) years from and after the later of the written termination of all joint activities of the Parties or the termination of all contracts and agreements between them. Either Party may terminate this Agreement by written notice to the other; however, all rights and obligations under this Agreement shall survive with respect to Confidential Information disclosed prior to termination.
8. **No Rights Conveyed:** No disclosure made by a Disclosing Party, nor use made by a Receiving Party, whether pursuant to this Agreement or otherwise shall entitle the Receiving Party to any rights, by license or otherwise, in the Confidential Information, technology, or know-how of the Disclosing Party.
9. **Waivers:** Any waiver must be explicit and in writing. Failure of the Disclosing Party to require performance of any provision of this Agreement shall in no way affect its rights to enforce strict compliance thereafter with every term or condition of this Agreement, nor shall a waiver by Disclosing Party of any breach of any provision of this Agreement operate or be construed as a waiver of any subsequent breach, or as a waiver of the provision itself.
10. **Disputes:** The rights and obligations of the Parties under or relating to this Agreement shall be governed by the laws of the State of Tennessee. The Parties consent and agree to the exclusive jurisdiction and venue of the United States District Court for the State of Florida or the Circuit Court of Hillsborough County, Florida, in the event of litigation arising out of this Agreement. In the event any suit or action is brought to enforce any or all provisions of this Agreement, the

prevailing Party shall be entitled to recover attorney fees, costs, and related disbursements as awarded by the court at all levels of trial, including on appeal, if any.

11. General:

- A. This Agreement may be signed in one or more counterparts and/or by scanned or facsimile signature, each of which shall be adequate and binding for the purposes of executing this Agreement, notwithstanding that both Parties have not signed the same copy.
- B. This Agreement may be modified or amended with respect to any disclosure only by mutual written agreement of the Parties. Each of the Parties warrants that the person signing this Agreement on its behalf has requisite authorization to do so.
- C. This Agreement may not be assigned by either Party without the prior written consent of the other except in connection with the transfer of substantially all the assets or business of such Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, heirs, and permitted assigns of the Parties.
- D. This Agreement, together with any manufacturing, supply, and/or quality agreements entered into by the Parties, constitutes the entire Agreement of the Parties and supersede any other agreements or understandings on this subject between the Parties. In the case of more than one agreement, they shall be read harmoniously in such manner as to provide the greatest amount of protection to Confidential Information. However, in the event of any conflict between this Agreement and any manufacturing, supply, and/or quality agreement subsequently entered into between the Parties, the provisions of this Agreement shall govern unless the subsequent agreement expressly supersedes this Agreement by direct reference. The provisions of this Agreement include and shall govern all prior disclosures of Confidential Information by either Party to the other.
- E. All headings in this Agreement are inserted for convenience of the reference only and shall not affect its meaning or interpretation.
- F. If any provision of this Agreement is determined to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, the offending provision shall be changed and interpreted so as to accomplish its objective to the fullest extent permissible by law.
- G. The relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall be deemed the agent of the other, nor is either Party authorized to take any action binding upon the other.

IN WITNESS WHEREOF, having attested to a thorough reading and complete understanding of this entire Agreement, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date written above.

AGREED and AFFIRMED,

Company: _____

Signature: _____

Print: _____

Title: _____

Date: _____

DeSoto County

Signature: _____

Print: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL

The DeSoto County Board of County Commissioners is seeking Formal Proposals for DeSoto County Managed IT Services as described within the context of this Solicitation. No Pre-Proposal Conference will be held for this Solicitation. Proposals are to be submitted no later than 2:00 p.m. on March 26, 2026, to the DeSoto County Purchasing Department, 201 E. Oak Street, Suite 203, Arcadia, Florida 34266. For more information concerning this Solicitation please e-mail c.talamantez@desotobocc.com or call (863) 993-4816. Cindy Talamantez, CPPO, CPPB, Purchasing Director.

Publish: The Sun, Earliest Available, if possible.
(LEGAL LINE AD)

Bill To: DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, FL 34266

Contact Person: Megan Deuchar
863-993-4816

PLEASE EMAIL PROOF AND PRICING. THANKS



March 19, 2026

DeSoto County Board of County Commissioners
201 E Oak Street, Suite 203
Arcadia, FL 34266

Re: Solicitation #26-11-00RFP – Managed IT Services

To Whom It May Concern,

Computers at Work, Inc., d/b/a vTECH io, is pleased to submit our proposal in response to Solicitation #26-11-00RFP for Managed IT Services for DeSoto County.

We understand that the County is seeking a trusted technology partner capable of delivering reliable, secure, and responsive IT support across its network, systems, and users. Our approach is built around proactive management, clear communication, and accountability, ensuring that County operations remain efficient, secure, and resilient.

vTECH io brings over 29 years of experience delivering managed IT services and technology solutions, with a strong focus on supporting local governments and public sector organizations. We currently serve more than 570 clients, including over 150 state, county, and municipal entities. Our team understands the operational demands, compliance considerations, and service expectations unique to government environments.

Our proposed solution provides comprehensive managed services, including 24x7 monitoring, patch management, help desk support, cybersecurity protection, and network management. We emphasize a proactive service model designed to identify and resolve issues before they impact operations, while also ensuring timely response and resolution when support is required.

We recognize that beyond technical capabilities, successful service delivery requires trust, consistency, and responsiveness. Our team is committed to providing DeSoto County with dependable support, transparent communication, and a partnership-oriented approach that adapts to your evolving needs.

Enclosed, please find our proposal outlining our service model, qualifications, and pricing. We are confident in our ability to deliver high-quality managed IT services that align with the County's goals and expectations.

Thank you for your time and consideration. We welcome the opportunity to support DeSoto County and are available to answer any questions or provide additional information.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chris McDaniel".

Chris McDaniel

Chief Revenue Officer



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TAB I – EXECUTIVE SUMMARY

vTECH io, began as a Managed Services Provider in 1997 for public and private organizations under the name Computers at Work, Inc. While we have significantly grown into other areas of information technology (Dell Platinum Partner, Cybersecurity), but managed services have always been a core part of our company and an area we have a tremendous amount of experience. We offer seven engineers in the state of Florida and all of them within 2-3 hours of driving distance from Desoto County. Collectively we offer over 45 years of combined experience in managed services and average tenure of our current customers is 5-7 years.

One of the most significant experiences we have is our engagement with Desoto County for over 15 years. We have helped to develop, design, and manage most of the IT infrastructure. We have worked with many staff members successfully and modernized over time but also been respectful and conscious of public budget constraints. vTECH io has been there when systems and networks have gone down and ensured Desoto County was back up and operational within promised Service Level Agreements (SLA's).

In addition, our teams work well together. It is hard to find a customer/vendor relationship that lasts so many years and still functions in a healthy way. Very rare! We believe this has worked well due to our core values and actually living out the Golden Rule, A Players, Transparency, Follow-Through and Passion for what we do as well as the character of the staff at Desoto.

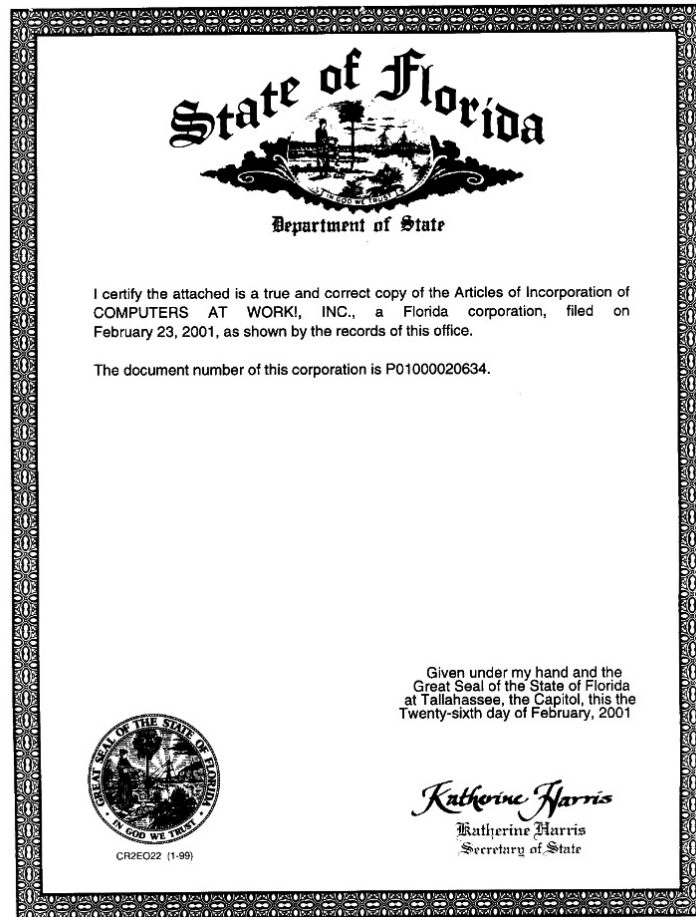
We currently support nearly 50 Florida-based customers for managed IT services. We also support nearly 700 accounts for IT solutions in Florida and 65% of those are public entities. Understanding budget cycles, constraints, policy, etc. are a key part of the working relationship.

An additional area to consider is the cost and risk of transitioning to a new provider. Awarding vTECH io this support contract is the only way to ensure a seamless transition without interruptions and potential drama!

TAB II - QUALIFICATIONS

1. Company Information (whether a corporation, partnership, joint venture, etc., and whether you are registered to do business in Florida).

Computers at Work, Inc. is a Florida-based S Corporation registered in Lee County under document P000020634 and with Lee County Tax account number 2002087.



2. A brief company history.

David and Donna Peterson are passionate about technology and building trustworthy relationships with clients. When they were looking for an enterprise technology company in Florida, they just couldn't find one that had reliable, cutting-edge technology and a team that exhibited exceptional values. They purchased vTECH io in 2001 to fulfill a need that the business community was lacking. The Petersons were committed from the start and worked with their employees to create a set of core values that would help result in a win/win/win/win outcome no matter the technology being purchased. Bringing value through values is key. The Petersons consistently make sure customers, employees, manufacturers, and stakeholders are in the win column. These core values are now referred to as "The vTECH io Way". Ever hear, 'That's not the way I would have done it,' after a project has been completed? Not at vTECH io. With our team living out The vTECH io Way, customers count on us to introduce fresh solutions to their business problems, installations, knowledge transfers, support, and managed services. With some of the brightest engineering resources in the USA, customers can get the job done with one individual responsible for white-board to knowledge transfer. We've grown from humble beginnings, and we're ready to help you grow your company!

3. How many years has your organization been in business as a provider of the services you're proposing to offer under this solicitation?

Computers at Work, Inc. has been in business since 1997 and provided managed services for 29 years.

4. How many years has your organization been in business under its' present business name?

Computers at Work, Inc. has operated under this name for 29 years. The dba, vTECH io, was registered in 2015.

5. Location of the Consultant's office and location of the office where the service will be provided from. Include the name and titles of those members of the project team that are permanently assigned to the project office.

The physical office location that will support Desoto County is located at 3033 Winkler Ave., Ste 203, Ft. Myers, FL 33916. This is where the Help Desk is located that will directly support your account. In addition, you will have Eric Thompson working from Kissimmee, FL and Tony Longbrake working from Tampa.

Additional staff dedicated to your support include:

David Peterson, CEO, Palmetto, FL

Chris McDaniel, Chief Revenue Officer, Bradenton, FL

Shawn Ruhl, CTO, Estero, FL

Heather Thompson, Kissimmee, FL

Rob Krug, Tampa, FL

6. How many years at this present office location?

vTECH is relocated to the Ft. Myers office from Collier County in 2018.

7. How many years at any prior office location?

vTECH is operated as an entirely virtual company in Florida prior to establishment of this office.

8. How many full-time employees? Of the employees, how many perform technical support? How many employees will be assigned to support the proposed service? What are the certifications held by the employees?

Full-Time Employees: 32

Employees Assigned to the proposed Service: 10

TECHNICAL CERTIFICATIONS

Information Security Licenses & Certifications

- Certified Ethical Hacker v8.0
- Certified Intel Technician, November 14, 1996. (Network+ Equivalent)
- Certified Network Manager (Solaris 2.6 Administrator)
- Cisco Certified Network Associate (CCNA)
- Configuring AOS on Redback 10Ks
- Ensuring Security of IT Systems
- Incident Response & Forensics
- Internal Network Security: Infrastructure
- Pingtel VoIP SIP Exchange Management
- SANS FOR610 – Forensic Analysis – Reverse Engineering of Malware
- Secure Coding: Designing and Building Secure Applications, December 2003
- Developing
- Security Risk Metrics
- SonicWALL CSSA
- SonicWALL CSSP
- SonicWall Network Security Administrator
- SonicWall Technical Master
- Windows 2003 / 2000 / XP Security Architecture Overview, November 2003
- Wireless Security & Detection

Information Technology Licenses & Certifications

- A+ Certified Computer Technician
- Certified Sonicwall Security Administrator (CSSA)
- Certified Sonicwall Security Professional (CSSP)
- Cisco Certified Network Associate
- Cisco Unity Certified Design Engineer
- Cisco Unity Certified Support Engineer
- Citrix Certified Administrator

Citrix Certified Enterprise Administrator
Citrix Certified Sales Professional
Dell Compellent Certified Installation Professional
Dell EMC Specialist – Implementation Engineer, Isilon Solutions Version 2.0
Dell EMC Specialist – Implementation Engineer, Dell EMC Unity Solutions Version 2.0
Microsoft Certified Professional
Microsoft Certified Professional + Internet

Information Technology Licenses & Certifications Cont'd

Microsoft Certified Systems Administrator Messaging
Microsoft Certified Systems Engineer (NT 4 and 2000)
Network + Certified Professional
Server + Certified Professional
ShoreTel Certified UC Support Engineer (UCSE)
Veeam Software – Veeam Sales Professional – VMSP
Veeam Software – Veeam Technical Sales Professional – VMTSP
Vmware – VSP-HCI (Hyper-Converged Infrastructure)
Vmware – VSP-MBL (Mobility Management)
Vmware – VSP-NS (Networking & Security)
Vmware – VSP-SV (Server Virtualization)
Vmware – VTSP-Foundation
Vmware – VTSP-HCI
Vmware – VTSP-Mobility
Vmware – VTSP-NV (Network Virtualization)
Vmware – VTSP-SV (Server Virtualization)
VMware Certified Professional
VMware Technical Sales Professional

9. Is work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform? Yes.

- David Peterson, CEO, Palmetto, FL – Account Oversight
- Chris McDaniel, VP of Sales, Bradenton, FL – Account oversight, hardware, software, services sales.
- Shawn Ruhl, Estero, FL – Complete technical oversight
- Rob Krug, Tampa, FL - Cybersecurity
- Eric Thompson, Kissimmee, FL – Assigned Engineer for all services and Help Desk requests
- Tony Longbrake, Tampa, FL – Secondary Engineer for all services and Help Desk requests.
- Heather Thompson, Kissimmee, FL – Help Desk Dispatch Manager
- Amir Torres, Tampa, FL – Help Desk Support
- Andrew Russell, Ft Myers Office – Help Desk support
- Don Phelps, Tampa FL – Help Desk Support
- Gorki Hernandez, Ft. Myers Office – Help Desk support

10. Under what other or former names has your organization operated?

N/A

11. If your organization is a corporation, answer the following:

- a. Date of incorporation: February 23, 2001
- b. State of incorporation: Florida
- c. President's name: David Peterson
- d. Vice-President's name(s): Donna Peterson
- e. Secretary's name: David Peterson
- f. Treasurer's name: DJ Peterson

12. If your organization is a partnership, answer the following: N/A

- a. Date of organization
- b. Type of partnership (if applicable)
- c. Name(s) of general partner(s)
- d. If your organization is individually owned, answer the following:
- e. Date of organization
- f. Name of owner

13. If the form of your organization is other than those listed above, describe it and the name of the principals. N/A

- a. Financial Responsibility.
- b. Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the CONSULTANT is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Consultant with whom the County would contract and all other firms shown as team members would be sub-consultants.

14. Experience of your company or firm with the services, products, or combination thereof, as stated in the Scope of Services.

vTECH io offers 29 years of experience offering the exact technical services and products listed in the Scope of Services. Since we were a part of ordering, maintaining and servicing your environment we have the most intimate knowledge of your environment.

TAB III – KEY PERSONNEL

For the key individuals who will be managing or performing the service offered in response to this solicitation, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certification, or membership in professional organizations. Resumes may be included, but key personnel qualification sheets are limited to 1 page per employee. The max. number of key personnel is ten.

David Peterson, CEO, Palmetto, FL – Account Oversight

David is a business owner and entrepreneur. He has owned and operated a Farmers Insurance practice, a postal company, a kite surfing business and an information technology company. Dave has successfully built businesses and raised up successors through leadership development for over 40 years.

Chris McDaniel, Chief Revenue Officer, Bradenton, FL – Account oversight, hardware, software, services sales. Chris has over 25 years of leadership experience in government, non-profit, and private industry. Chris has an MBA from Liberty University. In private industry, Chris served in website development and maintenance. As a non-profit executive, he oversaw all IT functions including network management/administration, systems analysis, web, database administration, server administration, computer and auxiliary operations. He launched multiple online learning initiatives and e-tools used by customers worldwide. Chris also served in economic development and college faculty providing IT skills and equipment to low income families. He also helped launch a business incubator and recruited IT firms to relocate and provide jobs that diversified a struggling economy. He serves as a Lieutenant Colonel in the Air Force Reserves as a Program Manager and served active duty for 6.5 years. His service allowed him to lead initiatives such as the Y2K Program Manager for the F-16 aircraft, support Presidential secure telecom, field command, communications and control systems. Chris also launched an Air Force Best Practice online learning site used by over 1,000 bases worldwide.

Shawn Ruhl, Estero, FL – Complete technical oversight

Managed Services Certifications: MCSE, MCSA, CCNA, CCEA, CCA, CCIP, VCP
Shawn Ruhl has over 20 years of experience delivering and managing high-end IT deployments. As an MCSE, Shawn has real world experience designing, implementing and fine-tuning a multitude of Microsoft networks, SAN installations and Virtualization for Server/Desktop and Applications. Shawn also holds numerous other certifications by well-known vendors such as VMware, Cisco, Citrix, HP, DELL, Compellent, and Comptia. Previous to vTECHio, Shawn held management level positions with other IT firms in the SW Florida area. Shawn has the hands-on as well as management skills necessary to oversee projects and to ensure projects are done on time and to the customer's satisfaction.

Career Summary - CTO, vTECH io - Oversee sales and engineering departments
Run the day to day operations of vTECH io Primary decision maker for vTECH io
Responsible for the Dell Geo services program

Director of Engineering, vTECHio - Oversee engineering department and manage larger, strategic projects. Primary decision maker and manager in key, strategic technology decisions

Senior Network Engineer, Kent Technologies, Bonita Springs, FL - Designed and deployed Enterprise Active Directory Networks. Designed and deployed Enterprise Exchange Installs. Migrated a fortune 500 company's Active Directory to 2003. Migrated a fortune 500 company's Exchange environment from 5.5 to 2003 for 57 sites. Designed and Installed Enterprise Citrix networks. Installed and configured Cisco Routers, Switches, and Firewalls Designed and Installed RSA solutions for enterprise networks.

Chief Technical Officer, Strategic Technology Solutions, Fort Myers, FL - Engineered a network Infrastructure for the County of Desoto. Lead a technical team delivering LAN/WAN projects to the southwest Florida market. Built partner-ships with Microsoft, Cisco, and Citrix.

Rob Krug, Tampa, FL – Cybersecurity

Rob Krug has been in the network engineering and security space for over 30 years and is currently a Senior Security Architect for vTECH io. His background includes extensive work with telecommunications, network design and management, and most importantly network security. Specializing in security vulnerabilities his background includes extensive training and experience in cryptography, ethical hacking, and reverse engineering of malware. His background includes having served in the United States Navy, as well as worked as both a Data Security Analyst and as a Director of Engineering for multiple international service providers and vendors. Rob has designed, implemented, and maintained some of the most complex and secure networks imaginable. And... He collects malware for fun....

Rob's detailed background includes everything from building workstations and servers to designing and configuring advanced and secure networks. Having designed, implemented, and maintained vast national and international Wide Area Networks with Cisco and Nortel Routers. These WANs consisted of every bandwidth pipe imaginable, and utilized every type of connectivity including Ethernet, Microwave, Satellite, ATM, Frame-Relay and Point-to-Point connections, including heavy involvement with MPLS and early SDWAN technologies and configurations. Rob also brings extensive experience with Voice over IP on Cisco, Excel, and Audio Codes switches. He has all worked heavily with networks leveraging advanced routing configurations such as OSPF, BGP, VPN, and Virtual Tunnels. He has also designed, implemented, and maintained some of the most secure networks imaginable using a multitude of both software and hardware firewalls. Rob has written network security reports for both the private sector and the United States Government, including agencies like the Department of Defense and the Naval Security Group. He has extensive hands on experience with many different industry technologies, products, and vendors.

Past positions have included Director of Solution Architecture for SonicWall, a long-time worldwide provider of network security equipment and technology, Director of

Engineering for NetWolves, a worldwide managed services network provider, a Senior Security Architect for Avast, the second oldest anti-virus manufacturer, and a Data Security Analyst for Sprint's managed network services (MPLS & NVPN). His education and certification include advanced training in ensuring security of IT Systems, Ethical Hacking, Forensic Analysis, Reverse Engineering of Malware, Linux and Unix certifications, as well as Cisco and SonicWall certifications, including being a SonicWall Technical Master certification.

Eric Thompson, Kissimmee, FL – Assigned Engineer for all services/Help Desk requests

Certification/Education: CompTIA A+, SonicWALL SNSP, SNSA, CompTIA N+, VMWare 6.5,

Eric Thompson started his career in internet technology in February 2009 performing workstation repairs and troubleshooting. Through growth within the repair field, Eric pursued the expertise within the vTECH company to further expand his knowledge of networking systems and maintenance. Eric has performed Microsoft server migrations, backups, restores, and virtualization. Eric maintains and supports a variety of SMB clients in their daily needs. Eric has a proven ability to start and finish large scale IT projects such as active directory and Microsoft Exchange migrations and implementations. Previous to vTECH, Eric was revered as a top service agent within the Geek Squad family. He received the customer service MVP award and takes customer satisfaction as top priority.

Heather Thompson, Kissimmee, FL – Assigned Dispatch Manager for Help Desk

Heather has over 12 years' experience as a Manager and Regional project management from her previous employer that has lent expertise to her follow-up and organization model. This experience also includes working in fast paced environments managing multi-tier groups in a corporate setting. Heather also has a Bachelor's Degree from Framingham State University in Massachusetts. Heather has been employed with vTECH for over 2 years as the HelpDesk Administrator. She manages the HelpDesk and technicians on their daily tasks and schedules out all time for the technicians to ensure sufficient coverage for all client needs. She also works as an Internal Account Manager for the Sales division.

Tony Longbrake, Riverview FL – Help Desk Support

Certifications: SNSA, AZ-900 Microsoft Azure Fundamentals, MCITP

Tony Longbrake has been working in the managed services field for 10 years. During this time his duties have included support desk, systems engineer and service delivery manager. Tony has been part of multiple projects ranging from firewall installs, email migrations, workstation / server refresh, ransomware attacks and office moves. He has experience with Dell, HP, Cisco, Netapp, VMware and Hyper-V. He now works as a system engineer.

Amir Torres, Tampa, FL – Help Desk Support

Certifications: A+, Network+, MCSA, SNSA

Amir Torres previously started out working as a Dell ProSupport Engineer where he familiarized himself with Dell technologies and services. As a ProSupport Engineer he worked with a variety of different clients. So, he knows well how to adjust his support needs for anyone he works with. Whether it's an experienced senior level technician, a frustrated CIO, or just an everyday user, he is able to help bring them to a resolution with a degree of patience, empathy, and urgency that is so needed in this industry. Amir spent two years as the main technician supporting all 4 offices of a spine surgery clinic. He was the assistant to the CIO as he helped the company complete projects and perform network maintenance while handling all help desk requests across all offices. The environment he supported included technologies such as VMware, Citrix, Sonicwall, thin client workstations and of course Windows Servers. He now works as part of the vTechio Help Desk Support team which handles a wide variety of different networks and technologies.

Andrew Russell, Ft Myers Office – Help Desk support

Andrew Russell has been in the IT field since February 2019, but his experience with computers goes back at least 7 years. By leveraging his school's IT preparation program and acquiring several industry certifications such as CompTIA Security+ and Microsoft Certified Solutions Associate, Andrew was able to start full-time in the field right after graduating summa cum laude from Dunbar High School in Fort Myers. Andrew has been with vTECH io since February 2019 as a Systems Engineer. He works with and manages the IT for several small business clients, along with occasionally working on bigger projects such as Windows Server migrations and physical server installations.

Gorki Hernandez, Ft. Myers Office – Help Desk support

Managed Services Certifications: CompTIA A+, CompTIA N+, CCNA, CCC Network Security, Post Voc Cert IT Specialist.

Gorki Hernandez has 10 years of experience working in IT environments. As an IT specialist Gorki has experience working and maintaining medium to large IT systems, fixing and/or upgrading a wide variety of equipment including but not limited to: Windows and Linux server, switches, routers and firewalls, call center phone dial equipment, medical center IT equipment. Gorki held IT positions with a few IT firms in the SW Florida area throughout the years that made use of very specific technologies, and in-house developed IT solutions. Gorki holds various well-known certifications in the industry, and continues to acquire new certifications and skills necessary to complete to complete IT projects to the customer's satisfaction. Gorki has worked as Tech Support Specialist (MDU Unit) – CCSO Naples – First line of technical support for Collier County Sheriff's Office and IT Support Specialist – Tranzac, Onsite IT support and point of contact for the entire TZ Insurance branch in Fort Myers.

Don Phelps – Help Desk Support

Technical Specialties: Virtualization (Microsoft Hyper V), Server Design, Network design, Backup Design, Firewall Design, Office 365

Don Phelps is an accomplished IT Professional with over 38 years of experience as a Systems Integration Engineer and Senior Technical Consultant. He has many years of hands on expertise in deploying, implementing and managing a variety of products including Microsoft server platforms, Microsoft Cloud services, Dell, HP and WatchGuard. Don has a proven track record of providing managed services support to clientele of all sizes.

Executive Oversight Team								
David Peterson - CEO		Chris McDaniel - VP of Sales		Shawn Ruhl - CTO		Rob Krug - CISO		MANAGED SERVICES PROCESS
David Peterson serves as the owner and personally responsible for all care and support of Desoto County. He provides his personal cell phone in emergency situations and for care that is not satisfactory.								Come to Dave if/when escalations are needed.
Chris McDaniel serves overall account oversight for sales and services delivery. Chris will be the primary point of contact for any business, service, or sales related issues.								Come to Chris for all sales related matters and delivery of the sales and services. You can also come to Chris for any issues that surface for resolution.
Shawn Ruhl serves as the technical lead for Desoto County. He oversees any IT related work that would be accomplished at Desoto County. He oversees the Help Desk and all technicians that will work on your account.								Come to Shawn if any escalations need to be made for technical related issues that are not being accomplished to your satisfaction. Shawn will also be your primary design engineer for complicated and large scale projects.
Rob Krug will review all solutions proposed for cybersecurity concerns and risk management. He would also get involved if/when any cyber issues surface to resolve and proactively prevent.								Rob Krug will only engage if there's a cyber related issue or incident.
Heather Thompson Help Desk Manager/Dispatch		Eric Thompson Primary Assigned Engineer		Tony Longbrake Secondary Assigned Engineer		Andrew Russell Help Desk Technician		
Heather Thompson will be the first contact for any Help Desk or support needs. Once you email or call Heather will assign the project and ensure it's completed on time.								Heather ensures all Help Desk tickets are acknowledged, assigned, and completed on time.
Eric Thompson will serve as your primary point of contact for engineering and any IT related tasks. He will also be onsite for larger projects and remote work.								Eric Thompson will be your primary contact for engineering/technical issues that don't qualify for Help Desk Support.
Tony Longbrake will serve as your secondary engineer. Andrew Russell will support Eric Thompson and Tony Longbrake for any Help Desk related tasks. They will ensure all request are done on time and correctlv. The beautiful thing about having 4 engineers assigned is that you will always have a backup and never be without support.								Amir, Gorki, and Andrew will execute any/all tasks related to Help Desk requests.

b. Include a list of all employees authorized to enter an Agreement on behalf of the Company.

David Peterson, CEO

Donna Peterson, COO

Shawn Ruhl, CTO

Chris McDaniel, VP of Sales

2. Identify all sub-consultants and sub-contractors to be used to perform the service.

a. Describe work experience, field(s) of specialization, education, and certifications.

Rob Krug is a sub-contract cyber-security engineer that supports all of our customers. His bio, background and certifications are listed above.

Tab IV. Service (Include similar projects) (Category 3):

Use this section to demonstrate a listing of previous experience with Governmental Agencies and cite client references for which work similar in nature that was performed. Provide the Agency name and contact information. Describe the scope of work performed. Provide a date range and project value. Preference will be given to Respondents who demonstrate experience performing Managed IT Services in DeSoto County or other Counties in Florida of similar size and/or characteristics:

1. Provide a minimum of four (4) references that include the Institution/Agency name, address, phone number, email, and contact's name and position.

- Desoto County Board of Commissioners, Mandy Hines, City Administrator, m.hines@desotobocc.com, (863) 993-4800
- Baker County Sheriff's Office, Donald Knight, donald.knight@bakerso.com, 904-646-7559
- City of Oldsmar, Adam Shor, Director of Information Technology, AShor@myoldsmar.com, 813-433-6678
- Columbia County Sheriff, Anthony Craig, IT Director, Anthony.Craig@columbiaSheriff.org
- Union County Elections, Billy Hall, IT Director, billy@netit4u.com

2. Letters of recommendation by other references.

October 19, 2020

Subject: Letter of Recommendation for vTECH io

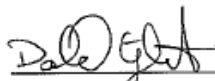
To Whom It May Concern:

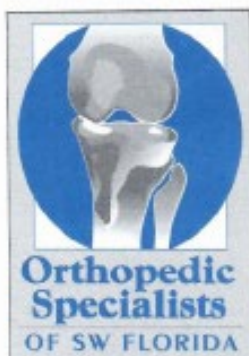
I express my recommendation for vTECH io without hesitation.

As a vendor for the Baker County Sheriff for the past three years, vTECH io has performed to our satisfaction in response to all of our immediate IT needs. After having great success with vTECH io in regards to purchasing and implementing new cutting-edge servers and firewalls, we decided to employ vTECH io as our full-fledged IT support using their vCare services in (09/2018)

Since having partnered with vTECH io, we have been able to complete several high-level IT projects, which wouldn't have come to fruition without their services and skilled professionals. Many of our processes have been streamlined and updated to maximize our efficiency. With 210 employees in our office, vTECH io is a true asset when resolving all IT-related issues through their ticketing system via both on-site and remote assistance. They have responded without fail to multiple critical situations and have worked around the clock to diminish downtime and keep us running.

vTECH io truly is an "A Team" when it comes to providing IT services. Their transparency and passion in this business is vital to a successful business relationship, we view them as a crucial team member rather than a business partner.


Donald Knight



The Specialized Care of
Fellowship-Trained Surgeons

ANTONIO J. FLORES, M.D.
Surgery of the Shoulder,
Elbow & Hand

PAUL D. FUCHS, D.O.
Surgical Treatment of
Spinal Disorders

CAMILLO E. GUZMAN, M.D.
Joint Replacement of the Shoulder,
Hip & Knee

PATRICK B. LEACH, M.D.
Orthopedic Trauma Surgery

JASON T. NEMITZ, M.D.
Foot & Ankle Surgery & Sports
Medicine

FLETCHER A. REYNOLDS, M.D.
Sports Medicine & Joint Replacement
of the Shoulder, Hip & Knee

P. JEFFREY RICHARDS, M.D.
Surgery of the Shoulder,
Elbow & Hand

JEREMY A. SCHWARTZ, M.D.
Foot & Ankle Surgery & Sports
Medicine

CHARLES P. SPRINGER, M.D.
Sports Medicine & Joint Replacement
of the Shoulder, Hip & Knee

W. ZACHARY STONE, M.D.
Adult Reconstruction, Joint
Replacement of the Hip & Knee,
Sports Medicine

FRANCESCA M. SWARTZ, D.O.
Sports Medicine & Joint Replacement
of the Shoulder, Hip & Knee

ALLEN C. TAHEL, M.D.
Non-Surgical Treatment of
Spinal Disorders

2571 CLEVELAND AVENUE, SUITE 1
FORT MYERS, FLORIDA 33901
239.334.7000
239.334.7070 FAX
WWW.OSSWFL.COM

October 19, 2020

Subject: Letter of Recommendation for vTECH io

To Whom It May Concern:

I express my recommendation for vTECH io without
hesitation.

As a vendor for Orthopedic Specialists of SWFL for the past
five years, vTECH io has performed to our satisfaction in
response to all of our immediate IT needs. After having great
success with vTECH io in regards to purchasing and
implementing new cutting-edge servers and firewalls, we
decided to employ vTECH io as our full-fledged IT support
using their vCare services in March 2015.

Since having partnered with vTECH io, we have been able to
complete several high-level IT projects, which wouldn't
have come to fruition without their services and skilled
professionals. Many of our processes have been streamlined
and updated to maximize our efficiency. With 150
employees in our practice, vTECH io is a true asset when
resolving all IT-related issues through their ticketing system
via both on-site and remote assistance. They have responded
without fail to multiple critical situations and have worked
around the clock to diminish downtime and keep us running.

vTECH io truly is an "A Team" when it comes to providing
IT services. Their transparency and passion in this business
is vital to a successful business relationship, we view them as
a crucial team member rather than a business partner.

Charles Miller
Administrator



Telephone: (813) 209-9611 | Facsimile: (813) 209-9511 | Toll Free: (800) 329-8600
www.LJGlegal.com 501 E. Kennedy Boulevard, Suite 1250 dfaloon@LJGlegal.com
Tampa, FL 33602

October 19, 2020

To Whom It May Concern:

RE: Letter of Recommendation for vTECH io

I express my recommendation for vTECH io without any hesitation.

As a vendor for La Cava Jacobson & Goodis for the past year, vTECH io has performed to our satisfaction in response to all of our immediate IT needs. After having great success with vTECH io in regards to purchasing and implementing new servers and firewalls, we decided to employ vTECH io as our full-fledged IT support using their vCare services in October 2019.

Since having partnered with vTECH io, we have been able to complete several high-level IT projects, which wouldn't have come to fruition without their services and skilled professionals. With 90 employees in our practice, vTECH io is a true asset when resolving all IT-related issues through their ticketing system via both on-site and remote assistance. They have responded without fail to multiple critical situations and have worked around the clock to diminish downtime and keep us up and running.

vTECH io truly is an "A Team" when it comes to providing IT services. Their transparency and passion in this business is vital to a successful business relationship, we view them as a crucial team member rather than a business partner.

Sincerely,

A handwritten signature in black ink that reads "Dave Faloon".

Dave Faloon
Administrator

TAMPA | FORT LAUDERDALE | NAPLES | ST. PETERSBURG | WEST PALM BEACH



The First Presbyterian Church of Naples

*In the Heart of Naples with the Love of God:
we worship, we love, we grow, we serve*

October 21, 2020

Subject: Letter of Recommendation for vTECH io

To Whom It Concerns:

I express my recommendation for vTECH io without hesitation.

As a vendor for the First Presbyterian Church for the past 13 years, vTECH io has performed to our satisfaction in response to all of our IT needs. After having great success with vTECH io in regards to purchasing and implementing servers and firewalls, we decided to employ vTECH io as our full-fledged IT support using their vCare services in June 2007.

Since having partnered with vTECH io, we have been able to complete several high-level IT projects. Many of our processes have been streamlined and updated to maximize our efficiency. With 19 workstations to manage, vTECH io is a true asset when resolving all IT-related issues through their ticketing system via both on-site and remote assistance. They have responded to multiple situations and have diminished our downtime to keep us running.

vTECH io has skilled professionals when it comes to providing IT services. Their transparency and passion in this business is vital to a successful business relationship, we view them as a crucial team member rather than a business partner.

Kathleen K. Law
Communications Coordinator

250 Sixth Street South Naples FL, 34102
239.262.1311
www.fpcnaples.org

3. List of completed projects similar in scope to project under consideration, with references to include owners' contact person, telephone number, and email.

Baker County Sheriff's Office, Donald Knight, IT Technician, donald.knight@bakerso.com , 904-646-7559	We manage the entire network including 210 users, 15-20 servers, wireless, 3 firewalls, backup and recovery and cyber-security. We also run their entire Help Desk. They have one person on staff that acts as a liaison with vTECH io.
Desoto County Board of Commissioners, Mandy Hines, City Administrator, m.hines@desotobocc.com , (863) 993-4800	We manage the entire network including 150 users, 15-20 servers, wireless, multiple firewalls, backup and recovery and cyber-security. We also run their entire Help Desk. They have one person on staff that acts as a liaison with vTECH io.
Lacava and Jacobson, Dave Faloon, Firm Administrator, dfaloon@lacavajacobson.com , 813-299-1340	We manage the entire network for 90 users, 10-15 servers, wireless, multiple firewalls, backup and recovery and run their help desk. They have one person on staff that acts as a liaison with vTECH io.
Daytona Heart Group, Roosevelt Harris, Practice Administrator, rharris@daytonaheart.com , (386) 258-8722	We managed 6-7 firewalls and support Help Desk requests for this organization.
Success 4 Kids and Families, Michael Parks, Director of HR, mparks@s4kf.org , 813-490-5493	We manage the entire network of 108 users, 70 PC's, 11 servers, firewall, backup and recovery and application support, firewall management, user account management, license and VPN client management,
Waldrop Engineering, P.A., Quill Jones, Project Designer, Quill.jones@waldropengineering.com , 239-288-2928	We manage the entire network of 158 desktop devices, 12 servers, Virus definition and prevention, daily backup monitoring, spyware and adware removal, license and optimization maintenance

Orthopedic Specialists of SW Florida, Ched Miller, Ched.miller@oss wf.com , 239-470-083	We manage the entire network for 150 users, 178 desktops and 11 servers, AntiVirus, application support, asset and license management, desktop optimization, Spyware and Adware removal, VPN client and Windows Patch management.
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4. Any outstanding accomplishments of the firm that relates to the specific services being sought.

Selling, delivering, and executing managed services for 29 years in Florida. Specifically, for this proposal, successfully supporting the network and users of Desoto County for 15 years.

Tab V. Proposal Approach and Pricing (Category 4 and 5):

SCOPE OF WORK

MANAGED IT SERVICES

SOLICITATION # 20-02-00RFP

Requirements for IT Managed Services:

The company awarded this RFP will work with the Administrative Service Director to provide a seamlessly integrated system of support, comprehensively managing infrastructure and network services.

- Most of the departments operate Monday through Friday, from 8:30 a.m. to 5:00 p.m.
- Some departments, such as Fire and EMS, are 24x7.
- Vendor may be required 24 hours a day, 7 days a week, when the Emergency Operation Center is in use. The pricing for this service should be provided separately.
 - After-hours support, including emergency services, is included in our quote and billed in accordance with the “outside normal business hours” rate provided.

Managed IT Services Required:

- Server Support:
 - 24x7 monitoring and management, with proactive communication and escalation protocols based on the severity of any unscheduled outages. Describe the method of communication and escalation protocols.
For 24X7 monitoring and management we use Solar Winds N-Central with a central probe and agents on each server to monitor connectivity and mission critical services.

Agents provide alerts to helpdesk during regular business hours and an on-call technician for after-hours alerts. Alerts are received via email and text 24X7. Alerts received after hours will be handled per the after-hours agreement as filled out by Desoto. Custom thresholds can be set to maximize up time.
 - Management includes the immediate update of OS security patches and monthly updates of non-critical OS patches.
Patch management is handled via Central Probe. With security patches being approved upon release. All others are installed after two week testing period.
 - Management of onsite Exchange and Email security.

We handle multiple onsite exchanges and email security for small and large businesses.

- Describe your SLAs

Our SLA calls for us meeting or beating the following timelines.

Emergency (Server down or 10 or more users unable to work) – 2 Hours Response

On-site Scheduling of Technician – 2 business days

- PC and Mobile Device Support:

- 24x7 monitoring and management, with proactive communication and escalation protocols based on the severity of any unscheduled outages. Describe the method of communication and escalation protocols.

For PC's & Mobile (Laptops):

For 24X7 monitoring and management we use Solar Winds N-Central with a central probe and agents on each work station to monitor connectivity and mission critical services.

Agents provide alerts to helpdesk during regular business hours and an on-call technician for afterhours alerts. Alerts are received via email and text 24X7. Custom thresholds can be set to maximize up time.

For Mobile (Phones & Tablets):

We do not monitor these devices, they are treated as a billable request.

- Management includes the immediate update of OS/software security patches and monthly updates of non-critical OS patches.

OS/software patch management is handled via Central Probe. With security patches being approved upon release. All others are installed after two week testing period.

For laptops not onsite, approved patches will be pulled directly from Microsoft to ensure proper patch management even outside of the office.

- Adds, moves, and changes for users, email, device changes as users change, etc.
All requests for adds, email, user changes etc. are placed into our helpdesk and a technician is assigned to them per the signed agreement SLA.
- Describe your SLAs
Our SLA calls for us meeting or beating the following timelines.
Emergency (Server down or 10 or more users unable to work) – 2 Hours Response

On-site Scheduling of Technician – 2 business days

- Security – threat prevention, security monitoring, and security management for servers, PCs, and mobile devices:
 - Management of firewalls and routers
SonicWALL Firewalls are monitored and managed via Central GMS (Global management System) with monthly reports generated showing user traffic and blocked threats and intrusion prevention.
 - PCs, Mobile Devices and Server malware prevention
PC's, Mobile (Laptops) & Servers:
Are protected by SentinelOne EDR.
Mobile (Phones & Tablets):
These are not covered devices.
 - Please describe the related SLAs
Our SLA calls for us meeting or beating the following timelines.

Emergency (Server down or 10 or more users unable to work) – 2 Hours Response

On-site Scheduling of Technician – 2 business days
 - Some departments, such as Fire and Public Safety, must conform to HIPAA requirements.
We utilize a HIPPA certified consultant when needed that we can offer to determine if there are any compliance issue.
- Proactive network management and monitoring:
 - Ability to determine outages and remedy the issue promptly
Service thresholds alert helpdesk and technicians via Email & text when services are entering a warning or failed state depending on the severity service the appropriate technician is assigned for prompt resolution to prevent outages or restore services when possible.
 - Manage wireless access points, switches, and other network devices.
Wireless access points are Ubiquiti Unifi and are controlled by a software controller installed on a local server. We utilize these devices amongst a majority of our clients and are very familiar with this platform.
 - Adds, moves, and charges for remote access users

Creation/Removal & modification of users is handled via Helpdesk submission. A technician is assigned during regular Helpdesk hours according to SLA.

- Updates to existing equipment, as necessary, to maintain security. All network equipment and physical servers have firmware manually updated to patch any security risks after a brief vetting period. This ensures as little interruption to productivity for the end users.

- Describe your SLAs

Our SLA calls for us meeting or beating the following timelines.

Emergency (Server down or 10 or more users unable to work) – 2 Hours Response

On-site Scheduling of Technician – 2 business days

- Help Desk Support:

- Describe the support model for regular hours, after hours, and emergencies.

Regular Hours:

The end users may request help through our online portal, email, or phone.

- 1) The portal is accessed via web browser at:
<https://vtechio.myportallogin.com>
- 2) Email is utilized via Help@vtechio.com and is the preferred method.
- 3) When internet is not unavailable, our main line (239.514.2888) has a technical support option that an end user may call and leave a message with their technical issue for our helpdesk to create a ticket. This line is monitored during regular business hours and often has a live person able to answer.

After Hours:

The end users may request help through calling our main business line and choosing the “After Hours” options to have a call sent to our on-call technician and a message left for them explaining the issue.

Emergencies:

The end user may request emergency help through the Main Line during regular hours and after hours. If its during regular hours they will call the main line and press the *Technical Support* Option. For After hours they will call the main line and select *After Hours* support.

- Is the help desk support unlimited, limited to a monthly number of calls, priced per call, only for designated callers, etc.?
The Helpdesk support is unlimited with no restrictions on call number, call, or caller
- If help desk hours do not cover all DeSoto hours of operations, please describe what coverage will be provided for those hours outside of regular help desk hours.
Our hours for Helpdesk coincide with Desoto's office hours also.
Monday-Friday 8:30AM-5PM. Taking lunch between 12PM-1PM.
- Is the help desk staff local?
The Helpdesk staff is located in Central, Western, & South West Florida.
- What is your average help desk response time?
The tickets are assigned to a technician within 1HR of being received into our Helpdesk, currently averaging under 30 mins. The current plan Desoto is on allows up to two hours for assignment.

Once assigned the technician will typically start the ticket that day, depending on when the ticket has been placed and the priority placed on it.
- Are help desk staff employees sub-contracted?
No. All Helpdesk staff are employed through vTECH io.
- How many help desk staff are full-time? Part-time?
All Helpdesk staff are Full-Time employees currently.
- What are the skill/certification levels of first-level help desk staff?
Our Tier 1 engineers have the following certifications between them

Comptia Security+

Comptia A+

Comptia Net+

Microsoft Certified Solution Associate

Sonicwall Network Security Administrator
- Describe the escalation path and process for help desk calls.
If the current assigned technician does not have a clear path of resolution within 1hr of starting and troubleshooting, the next level technician is engaged to assist via Helpdesk at the earliest convenience.
- Describe your SLAs

Our SLA calls for us meeting or beating the following timelines.

Emergency (Server down or 10 or more users unable to work) – 2 Hours
Response

On-site Scheduling of Technician – 2 business days

- Exclusion:
 - Please describe any services listed that are excluded with the proposed Managed Service
Any devices that do not have our agent on them are excluded from the agreement and are billed at the standard hourly rate for service. We do not directly support large copiers and ask that you maintain a service agreement with the provider for service. Large projects are not included and are defined by tasks that required the purchase of software or hardware that exceeds \$5,000.
- Other Considerations:
 - Please describe other services that should be included with the proposed Managed Service. Standardization of network equipment amongst all departments. This would include firewall standardization.

As-Needed Services Required:

- Onsite-site engineer. What is the notice required to schedule an on-site engineer? Does in-person response rotate among support staff? Describe the process of providing support staff for DeSoto County.
An onsite engineer may be scheduled same day provided it is early enough in the day for the technician on an emergency basis only to drive onsite and complete the needed tasks. Typically, we need 2 days' notice to check the technicians' availability to be onsite.
We do not rotate staff on a daily basis. We try to provide the same staff member and have a couple technicians familiar with your network at one time.

We have a main technician associated with Desoto County's account and also a secondary technician to maintain support when needed.
- Delivery, installation, and setup of equipment on-site, as required. The cost of the equipment shall be provided in separate project agreements.
We consider projects to be any task that requires the purchase of \$5000 or more of software or hardware. An estimate (budgetary) quote will be provided prior to the project start to be signed.
- Procurement management – Selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.

We are a DELL exclusive partner and all procurement will be sourced through your primary Sales RAE and/or your Primary Engineer to be properly configured for your network specifications.

Our ordering department will provide tracking information upon order placement.

- Move, Add, Change (MAC) – Changes to the location or configuration of existing equipment or software, and installation of additional equipment or software.
Engineer will work with onsite staff remotely to attempt to achieve desired MAC. If remote service is not appropriate or cannot achieve desired result a technician will be dispatched for next available onsite service.
- Warranty, break fixes, and installation – Planned and on-call services, including emergency response to server and networking issues.
We will assist in submitting warranty claims with appropriate manufacturers.

Emergency response to Server & Network issues are within 4 hours. Our definition of “emergency” consists of 10 or more users down for the same issue simultaneously.

Optional Services:

- Support for an IT Operational Recovery Plan in the event of a disaster.
We can assist in writing an IT Operational Recovery Plan upon request.
- Solution design – Solution packages (e.g., hardware, software, licensing) and associated data migration, if needed.
We will provide a Sales Engineer to assist in the Solution Design of what is requested.
- Asset inventory management – Tagging, tracking, and management of warehousing and inventory.
All assets are tracked within the SolarWinds N-Central management portal and through our ConnectWise
- Life cycle management of hardware units – Process for end-of-life notification, replacement, and asset decommissioning/disposal.
Workstations are kept on a five-year life cycle. Servers are on a seven-year life cycle. After these timeframes the devices are reevaluated for replacement.

If they are still performing at an acceptable level and vendor provides a warranty, units are reevaluated yearly for replacement.

We can assist with asset decommissioning/disposal upon request.
- Software licensing control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation

License information is maintained in our confluence notes database. Renewals are handled on as needed basis and reviewed for approval to ensure licenses are not renewed when they are no longer needed.

General Questions:

1. Please provide a proposed work plan for a migration to your organization for Managed IT Services. Specifically, provide the following information:
 - Key activities
 - Timing
 - Information/resource requirements from DeSoto County
 - Deliverables
 - Key milestones, checkpoints, and other decision points

Everything is already in place currently, so there are no proposed work migration timeframes needed.

2. What DeSoto County resources would you require (e.g., information, data, staff resources, communication) during migration and on an ongoing basis?

We ask for two points of contact for abnormalities from the normal daily business such as: New user access, Outside access asks etc,

3. Please identify the team assigned to the account and describe how you plan to interact with DeSoto County and any third-party providers that may provide services to DeSoto County.

- Helpdesk will create tickets to all help requests and schedule/assign to a technician.
- Your Primary engineer and Secondary technician will be responsible for tickets as assigned.
- Your primary RAE will provide any sales service needed including but not limited to quotes.
- Interactions are performed via phone, email, and chat through a remote session

4. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.

We have provided managed services to the enterprise as well as small and medium markets concurrently for over 15 years. Services have included preventive maintenance as well as acquisition to disposition of all IT assets including workstations, servers, firewalls, & switches and storage devices. We also provide professional services to enterprise level clients where we assist their IT departments with planning, implementation, knowledge transfer and ongoing support

5. Please describe your organization's experience in transitioning clients to cloud-based technologies from more traditional IT service models.
We have migrated multiple sizes of companies from onsite exchange to office 365. We also have some experience in migration to Microsoft Azure.
6. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?
We have a client that first began with a single office and has since transitioned into 5 office across the state of FL. We assisted in setting up each individual office and standardizing their network setup to allow all offices to be interconnected securely via site to site VPNs so that work flows are not interrupted due to geographical locations. The critical factors to success was the standardization of all network equipment to ensure compatibility.
7. Describe the documentation process used to keep track of DeSoto County assets, software, users, network, etc. so Vendor staff has easy access to documentation necessary for support.
All asset and user information is maintained in the Solarwinds N-Central portal. All other documentation about network design, software, how to guides are maintained in web-based MFA secured documentation system maintained locally without vTECH io's own network for access by all engineers to ensure easy access when troubleshooting issues.
8. Describe reporting of key metrics to demonstrate to DeSoto County that Vendor is fulfilling agreed services and pointing out new issues that need to be addressed.
Monthly executive reports are reviewed and provided by the primary engineer. Metrics included but not limited to patch installs, network availability, server capacity, etc. Executive reports are utilized to determine if current hardware is capable of handling the workload that is required by users and recommend upgrades are provided based on these reports.
9. Reporting and Communication – Ensuring monthly reporting on all purchases, assets, current activities and issues, and project status reports
Additional reports are capable of being generated to provide changes in assets, ticket status, and user web activity from various portals.

Explain your process for handling special requests or projects from your clients.

Your Regional Account Executive (RAE) and primary engineer will work with onsite staff to ensure projects are scoped and configured correctly before purchase. Dispatch will assist in determine the appropriate time of installation and work with Desoto staff to ensure it is done in a timely fashion with as little interruption to services as possible.

10. What options are available for user training and technical training that may be required by our staff?

Any request for user/technical training will be submitted to the Help Desk. Upon receipt a meeting will be scheduled to determine requirements and provide a proposal. If needs are minimal/short-term training will be billed at the standard hourly rate of \$100 billed in quarterly increments (15 min) for support.

As a part of this proposal we will include a quarterly cybersecurity awareness event free of charge.

11. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.

vTECH io is an ongoing member and sponsor of the Florida Local Government Information Systems Association (FLGISA) organization and conference.

Through this network we learn the needs and opportunities of Florida Public entities and how to better support them.

vTECH io also launched regional CIO forums in 2017 and now have over 15 forums quarterly across Florida to solicit feedback from senior IT executives from all business verticals.

12. How do you monitor customer satisfaction and quality assurance on an ongoing basis, and how might we benefit from this process?

Our ticketing system is set up to interact with the end user throughout the resolution process. The end user, the engineer, along with the Help Desk are able to communicate within the ticket, working together to bring the end user's problem to a quick completion. Once the ticket has been resolved, the assigned engineer will detail the steps taken to complete the request, and indicate that the ticket is resolve. He will also provide next step directions should the end user find they have questions, or the issue was not resolved to their satisfaction. We have quality control through our CTO by which he monitors tickets that are over 14 days old to provide help and feedback. Also with tickets that become older than 30 days old going to our Management team for review.

We also have scheduled reviews with the designated contact to discuss their network and share new technology that will make their network more efficient and secure.

In addition, the assigned RAE meets onsite monthly to ensure overall account satisfaction and to determine areas of improvement.

13. DeSoto County's user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.
- With our extensive client base all of our engineers have experience with assisting users of all levels of technical skill. Our monitoring agent also provides us remote access to devices even when not in the office so we are able to assist users to the maximum of our ability. We also have options for remote access to some devices that are not covered by our agent in rare cases that assistance is needed outside the agreement.

MANAGED IT SERVICES

Scope of Work Check List and Pricing

SCOPE OF WORK CHECKLIST AND PRICING				
Bundled Service Price			Pricing	Comments
Per PC per month			\$39	-Pricing includes 215 endpoints, 9 servers, and 1 firewall
				-Includes monitoring, patching, and general managed IT services
				-Onsite engineering billed separately unless weekly option selected
				-After-hours support billed at \$142.50/hour
				-12-month agreement with 30-day termination clause
Per Server per month			\$1,450	
	Included in Bundled Price Above			
	YES	NO	PRICING	COMMENTS
COUNTY SUPPORT				

Ability to provide services M-F 8:30-5:00 PM	X			Included in base pricing
Ability to provide services 24x7	X			24x7 monitoring included; after-hours support billed at \$142.50/hour
SERVER SUPPORT				
24x7 monitoring and management	X			Included
Patch management	X			Security patches applied promptly; non-critical patches scheduled
Exchange and Email security management	X			Included as part of managed services
SLA	X			Emergency response within 2 hours; onsite typically within 2 business days
PC & MOBILE DEVICE SUPPORT				
24x7 monitoring and management	X			PCs fully monitored; mobile devices supported on request basis
Patch management	X			Included
Existing user adds, moves, and changes	X			Included
SLA	X			Emergency response within 2 hours; standard requests same business day
SECURITY				
Malware prevention	X			
				Endpoint protection
				included
Management of firewalls and routers	X			Includes primary firewall and core network security devices
Ability to conform to HIPAA	X			Supports HIPAA environments; formal compliance assessments available via third-party partner if required.
SLA	X			Aligned with standard response times
	Included in Bundled Price			

	YES	NO	PRICING	COMMENTS
NETWORK MANAGEMENT				
Ability to determine outage and remedy	X			Proactive monitoring and alerting included
Network device management	X			
				Core network devices included; additional devices managed as needed
Moves, adds, and changes for remote users	X			Included
Firmware updates	X			Performed as part of maintenance schedule
SLA	X			Emergency response within 2 hours
HELP DESK SUPPORT				
Normal hours	X			
				8:30 AM – 5:00 PM
After hours		X		\$142.50/hour
Number of calls permitted per user per month	No Limit			Unlimited
Is Help Desk limited to specified callers that pre-screen calls		X		Open support model
Email ticket submission	X			Included
Phone ticket submission	X			Included
Chat ticket submission		X		
				Not standard; support provided via phone/email/portal
SLA	X			Tickets assigned within 1 hour (typically faster); emergency response within 2 hours
ENGINEERING COSTS				
Onsite engineering cost per hour	X		\$100/hr	\$100/hour; typically scheduled within 2 business days

Remote engineering cost per hour	X		\$100/hr	
				\$100/hour for non-covered services; routine support included in bundle

Include descriptions of any reports used to summarize and provide detailed information for Proposers managed services customers. Include sample reports as attachments to the proposal to give an example of the types of reports that will be provided for this engagement.

Standard reports provided include the following and are included in Addendum A:

- Executive Summary Report (Please see attachment labeled “Executive Summary Report”)
- Firewall Report (Please see attachment labeled “Firewall Report”)

Include a fee breakdown based on your pricing model.

- What is the pricing model? Fixed fee, hourly rate, hybrid, other?
Fixed Fee for all services covered by the agreement. All services provided that are not covered are billed at an hourly rate.
- What services are included in the pricing? Address specifically the following (and feel free to include anything not included in this list):
 - On-site time
Billed separately at an hourly rate of \$100 per hour. Billed in .25-hour increments with 1 Hour minimum.
 - Help-desk support (via phone, email, remote shared desktop)
Included in bundle pricing
 - Travel time
We bill portal to portal with 1hr. maximum at the onsite time rate of \$100 per hour.
 - Vendor management
Vendor liaison service is included within bundle pricing.
 - Training
Not included in bundle pricing.

Include details of how the proposed services will be measured for quality and successful completion. Address specifically the following (and feel free to include anything not included in this list):

- Response time/Problem resolution time
Reports can be requested that show response time by the dispatch to a technician and the time to resolution by the technician.
- Response to major system problems or outages
Major system outages will be responded to with 4hrs. by an engineer.
- Regular in-person business review
Monthly visits by your RAE will take place to review your needs.
- Regular reporting on system health in business terms
Monthly reports are sent to Desoto staff with review by the primary engineer to ensure all IT related systems are working to meet the needs of the required workloads.

Official Quote

Computers At Work!, Inc.
DBA



EIN: 31-1758837

2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL CAWQ39990-02

Quoted: Mar 18, 2026

Expires: Apr 14, 2026

Prepared For:	Ship To:	Presented By:
DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States Phone (863) 993-4816 Email c.talamantez@desotobocc.com	DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States	Chris McDaniel Chris.McDaniel@vtechio.com 727-200-0549 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Signature : _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Desoto County - Twelve (12) Months of Platinum Managed Services Customer to be invoiced monthly. 215 Desktop / Laptop / Tablet - @\$39 = \$8,385 9 Servers - \$1450 1 Firewall - \$400 On-site Engineer as needed - \$100 Addition add-on for onsite engineer one day a week as required - \$1200 (discounted to \$210) 6 iPads for Commissioners (no add'l cost) Support provided outside normal business hours would be billed at \$142.50 per hour. Normal business hours are 8:30-5:00pm, M-F. *Any additional servers, desktops or laptops will change the monthly fee. Device count was based on network assessment. Primary exclusions to our agreement include: telephony support, structured wiring, application coding and web-site development. 12 -month Agreement can be terminated with 30-day advance notice.	Managed Services	\$12,308.33	12	\$147,699.96

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually

www.vTECHio.com**Totals :**

Subtotal	\$147,699.96
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$147,699.96

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Tab VI. Required Forms

The County's required forms as listed on the Checklist provided in the Request for Proposal.

**DESOTO COUNTY
MANAGED IT SERVICES
ADDENDUM NO. 1
SOLICITATION NO. 26-11-00RFP**

QUESTIONS & RESPONSES

Q1: *How many total endpoints (desktops and laptops) are currently in scope for services?*

A1: **215 endpoints.**

Q2: *Are the 9 servers physical or virtualized, and if virtualized, what hypervisor platform is currently in use (VMware, Hyper-V, ETC.)?*

A2: **The servers are virtualized using VMware.**

Q3: *How many network switches, wireless access points, and routers are deployed across county locations? Will these devices need to be monitored as well?*

A3: **7 managed switches and 10 wireless access points; plans for expansion not to exceed 25 total.**

Q4: *Are additional firewalls deployed at remote sites, or only the SonicWALL NSA 2600 at the primary location?*

A4: **There are approximately 11 Sonicwalls at remote locations.**

Q5: *Is the County currently considering a future migration of the on premises Exchange 2016 environment to Microsoft 365 or another cloud hosted email platform?*

A5: **The County is in the early stages of adopting Microsoft 365 with Office; Exchange remains on-premises at this time.**

Q6: *What is the approximate monthly help desk ticket volume today?*

A6: **Approximately 30–40 tickets per month.**

Q7: *Does the County currently use a help desk or ticketing platform? If so, which system?*

A7: **The current vendor utilizes a help desk platform; internally, the County is not currently using a system and is exploring options.**

Q8: *Does the County prefer a 24x7 help desk model, or an 8x5 help desk with 24x7 emergency escalation support for critical incidents?*

A8: **The County prefers an 8x5 help desk model with 24x7 emergency escalation support.**

Q9: *Are there any additional security tools currently deployed beyond BitDefender and the Barracuda Email Security Gateway?*

A9: **Zscaler VPN and MaaS360 MDM are currently deployed.**

Q10: *Is the County evaluating potential replacement or modernization of the current BitDefender endpoint protection platform as part of this engagement?*

A10: **The current license is valid through October 2027. The County will consider recommendations at that time.**

Q11: *Are there any specific regulatory, cybersecurity, or reporting requirements the selected provider should be aware of when supporting County systems?*

A11: **Cybersecurity training may be required. Reporting on network health and the overall environment is required as part of the County's annual auditing.**

Q12: *Are remote sites connected via site-to-site VPN or another connectivity model?*

A12: Remote sites are connected via site-to-site VPN through SonicWall.

Q13: *Will the current provider assist with documentation transfer and transition activities?*

A13: Yes.

Q14: *What transition timeline does the County anticipate following award?*

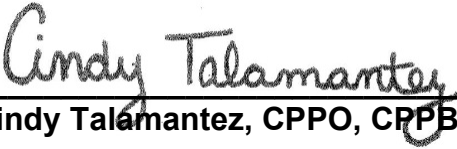
A14: The anticipated transition timeline is approximately 2–3 months.

Q15: *What is the expected frequency of onsite support (as needed, monthly, weekly, etc.)?*

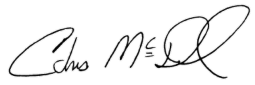
A15: Onsite support will be on an as-needed basis, depending on the situation (e.g., catastrophic events, fires, hurricanes).

**DESOTO COUNTY
MANAGED IT SERVICES
ADDENDUM NO. 1
SOLICITATION NO. 26-11-00RFP**

Addendum No. 1 dated this 17th day of March 2026.


Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 1 by:

Signature: 

Name: Chris McDaniel

Company: Computers at Work, Inc. DBA vTECH io

Date: 3/18/26

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL CAWQ39990-02

Quoted: Mar 18, 2026

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Prepared For:	Ship To:	Presented By:
DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States Phone (863) 993-4816 Email c.talamantez@desotobocc.com	DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States	Chris McDaniel Chris.McDaniel@vtechio.com 727-200-0549 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Signature : _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
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Line #	Description	Product #	Unit Price	Qty	Ext. Price
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Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
 \$0.00 Billed Quarterly
 \$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$147,699.96
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$147,699.96

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY:

Corporation

NAME:

Partnership

ADDRESS:

Individual

PRINCIPAL OFFICE:

Joint Venture

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Computers at Work! Inc., DBA vTECH io

The address of the principal place of business is: 3033 Winkler Ave, Fort Myers, FL 33916

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: February 23, 2001
- b. State of Incorporation: Florida
- c. President's name: David Peterson
- d. Vice President's name: Donna Peterson
- e. Secretary's name: David Peterson
- f. Treasurer: D.J. Peterson
- g. Name and address of Resident Agent: David Peterson
140 Riviera Dunes Way, Palmetto, FL 34221

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Not applicable

9. Have you or officer in your Company ever been employed or done work for or on behalf of any Phosphate Mining Company? (No) _____ Yes (explain in what capacity)

10. Did you attend the Pre-Proposal Conference? Yes ____ No ____ N/A

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

13. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Desoto County BOCC	Mandy Hines City Administrator	201 E. Oak St. #201 Arcadia, FL 34266	Email m.hines@desotobocc.com
			Telephone 863-993-4800
City of Oldsmar	Adam Shor, CIO	100 State St. W. Oldsmar, FL 34677	Email ashor@myoldsmar.com
			Telephone 813-443-6678
Baker County Sheriff	Randy Crews Undersheriff	1 Sheriff's Office Dr. MacLennny, FL 32063	Email rcrews@bakerso.com
			Telephone 904-259-2231

14. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Chris McDaniel has supported Desoto County for over nine years. He has been a key part of the stability, improvements, security posture, and innovations in AI. His bio is included in full proposal.

15. State the name of the individual who will have personal supervision of the services:

David Peterson, CEO

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



SIGNATURE

State of Florida

County of Manatee

On this the 18th day of March, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared

David Peterson and
(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.


NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Laura Krstevski
(Name of Notary Public: Print, stamp, or type as commissioned.)

____ Personally known to me, or

X Produced identification:

____ DID take the oath, or

____ DID NOT take the oath.

HOLD HARMLESS

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): ☐ Individual Ownership ☐ Joint Venture

☐ Partnership ☒ Corporation

Name of Proposing Firm:

Commputers at Work!, Inc. DBA vTECH io

Mailing Address:

2338 Immokalee Rd, Naples, FL 34110

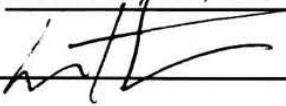
Location Address:

3033 Winkler Ave, Fort Myers, FL 33916

City & State: Fort Myers, FL **ZIP:** 33916

Telephone: 727-200-0549 **Fax Number:** _____

Name/Title of person authorized to bind the Company: David Peterson, CEO

Signature of person authorized to bind the Company: 

Date: 3/18/26

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, appeared DAVID W Peterson,
who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the CEO of Computers at work, INC (the "Contractor/Consultant/Vendor").
4. I am authorized by the CEO to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

[Signature]
Signature of Affiant

on behalf of Contractor/Vendor

By: DAVID W Peterson

As its: CEO

Dated: 3/18/26

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18th day of March, 2024,
by David Peterson on behalf of Computers at work, Inc.,
who is personally known to me or who has produced Driver License
as identification.



[Signature]

Print Name: Laura Krstevski

Notary Public of the State of Florida

My Commission Expires:

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned, personally appeared, who, being by me first duly sworn,
made the following statement:

1. The business address of Computers at Work, INC [name of firm]
is 3033 WINKLER AVE, FORT MYERS, FL 33916
2. My relationship to Computers at Work, INC [name of firm]
is CEO
[relationship, such as sole proprietor, partner, president, vice president].
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "conviction" is defined by the statute to mean 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

SIGNATURE

State of Florida

County of _____

Manatee

On this the 18th ~~26th~~ day of March, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared

David Peterson

and

(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Laura Krstevski
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:



Laura Krstevski
(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

☒ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
NONE	

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, depose and
said that he is the fully authorized _____ of

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 18th DAY OF March, 2020. NOTARY PUBLIC

AFFIANT

Company Name: Computers at work, Inc
Address: 3633 WINKLER AVE, Ft MYERS, FL 33916
Phone Number: 239-514-2888
Signature: [Signature]

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida
IN THE COUNTY OF Manatee being first duly sworn, on oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Proposer has not directly or indirectly induced or solicited any Proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing, and that said Proposer has not in any manner sought by collusion to secure her/himself an advantage over any other proposer or proposers. Subscribed and sworn before me this 18th day of March, 2020 NOTARY PUBLIC in and for the State of Florida

Signature [Signature]

Seal



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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this 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 these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal 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 participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

CEO

Title

Computers at WORK, INC.

Contractor/Firm

3033 WINKER AVE, FORT MYERS, FL 33916

Address

CONFLICT OF INTEREST AND LITIGATION STATEMENT

The conflict of interest, litigation disclosure statements are for informational purposes only.

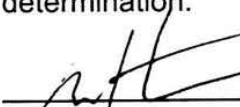
Please mark one of the following:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Please mark one of the following:

- ☐ The undersigned firm has had no litigation on any design projects in the last five years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five years.

The County reserves the right to request additional information on these subjects and also to eliminate any firm from the selection process that has material conflict(s) of interest or a history of litigation resulting from CONSULTANT errors or omissions or unethical or illegal business practices. The County Administrator shall make any such determination.



Signature

CEO

Title

Computers at WORK, INC.

Contractor/Firm

3033 WINKLER AVE, FT. MYERS, FL 33916

Address

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I DAVID W Peterson (insert name) as CEO
(insert title) on behalf of computers at work, INC (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that computers at work, INC (insert entity name) ("Vendor"):

3. a. Is not owned by the government of a foreign country of concern;
b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

DAVID W Peterson
Printed Name:

[Signature]

Title: CEO

Nongovernmental entity: computers at work, Inc.

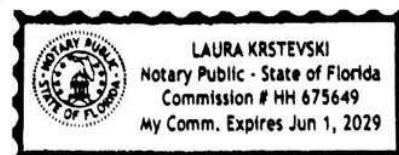
Date: 3/18/26

STATE OF Florida
COUNTY OF Manatee

SWORN TO AND SUBSCRIBED before me ☒ in person or ☐ remote notarization
by David Peterson as CEO on behalf of
computers at work, Inc., who is personally known to me
or who produced Driver license as identification this 18th
day of March, 2026.

[Signature]
Notary Public

(Notary Seal)



MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (this "Agreement"), dated and effective as of 3/19/26, (the "Effective Date") is by and between Computers at Work, Inc. DBA vTECH io

 , and DeSoto County 201 E. Oak Street Suite 203, Arcadia, FL. 34266, relating to the disclosure by one Party ("Disclosing Party") of confidential and proprietary information to the other Party ("Receiving Party").

In consideration of the disclosures of confidential and proprietary information to be made by the Parties, the Parties agree as follows:

1. Definition of Confidential Information:

A. Confidential Information. Each Party acknowledges that it may receive from the other Party, or its agents, information that may be considered confidential and proprietary to the Party disclosing such information ("Confidential Information"). "Confidential Information" shall mean any and all of the following information, whether or not such information is (i) received before or after the Effective Date, (ii) intangible, written, or electronic form, or derived from specimens, samples, compilations, programs, devices, or other materials, or derived through visual observation or conversation, or (iii) any information that should be considered confidential given the nature of the information and the circumstances of its disclosure:

- (a) a Party's know-how, technology, finances and statements of financial condition, operations, strategies, pricing, costs, discounts, data, manufacturing methods and processes, patterns, procedures, systems, or techniques, Standard Operating Procedures ("SOP's"), products, product formulations, recipes for the manufacture and/or compounding of products, product specifications, applications, raw ingredient, and packaging sources and suppliers, testing methods and results, batch reports, research and developmental activities, business and marketing plans, customer names and contacts, materials sources, business relationships or contracts with third parties;
- (b) the existence and terms of, and any information received or discovered by either Party in the performance of its duties and obligations under, Agreement, manufacturing or supply agreements, quality agreements, contracts, purchase orders or purchase order acknowledgments between the Parties, including the specific Products and volumes purchased, A Party's Product purchasing patterns and forecasts, either Party's operations or business affairs, and any other information relating to either

- Party's customers or consumers, and
- (c) anything that falls within the definition of a "Trade Secret" found in the state law of either Party's principal place of business.

B. Confidential Information does not include:

- (a) Information already legally in possession of the Receiving Party at the time of disclosure, or independently ^[L]_[SEP] developed by the Receiving Party without reference to any Confidential Information, as shown by the Receiving ^[L]_[SEP] Party's written records;
- (b) The information which is or generally becomes known in the public domain through no fault of the Receiving Party;
- (c) Information obtained by the Receiving Party from a third party without restriction or without violation of any obligation of secrecy applicable to the information disclosed; and
- (d) The information which is required by law or subpoena to be disclosed provided that the Receiving Party shall give the Disclosing Party reasonable advance notice of any disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

C. Notwithstanding the above, specific disclosures will remain Confidential Information, even if they are embraced by general disclosures which are in the Receiving Party's possession or in the public domain. In addition, any combination of features shall remain Confidential Information, even if the individual features are separately in the Receiving Party's possession or in the public domain, but shall be subject to the above exceptions only if the combination itself, its principle, or operation, and its value or advantages are in possession of the Receiving Party or in the public domain.

2. **Nondisclosure:** The Receiving Party will not disclose the Confidential Information, directly or indirectly, to any third party, without the express written consent of the Disclosing Party. Provision of supplies, specimens, samples, or other physical material to a third party will be considered a form of disclosure under this provision.
3. **Nonuse:** The Receiving Party will not copy, transmit, summarize, quote or make any use of the Confidential Information, except in connection with the evaluation, investigation, or execution of any business relationship, contract or agreement, joint development programs, or other joint activities between the Parties, as mutually agreed upon by both Parties in writing.
4. **Protection of Confidential Information:** The Receiving Party will restrict access to the Confidential Information to those employees, affiliates, agents, or outside professional advisors who need to have such access in order to carry out a proper activity or use stated in paragraph 3 above. The Receiving Party will ensure such employees, affiliates, agents, or outside professional advisors are aware of and abide by the terms and conditions of

this Agreement, and the Receiving Party agrees to indemnify, defend, and hold the Disclosing Party harmless from and against the Receiving Party's violation hereof. The Receiving Party will exercise the same degree of care (and in any event not less than reasonable care) in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, that it uses to protect its own valuable confidential information and trade secrets, and agrees generally to take all steps necessary to maintain confidentiality.

5. **Return of Confidential Information:** At the conclusion of the activity or use specified in paragraph 3 above, or at any other time upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information, in whatever form, including copies, summaries, files, or data compilations made by the Receiving Party.
6. **Acknowledgment of Irreparable Harm:** The Receiving Party acknowledges that any disclosure of the Confidential Information will cause irreparable harm to the Disclosing Party and therefore agrees to the entry of a temporary restraining order, preliminary and/or permanent injunction, without the necessity of bond or security, by any of the courts described in paragraph 10, in order to prevent breach or to compel performance of this Agreement. This remedy is in addition to all other remedies at law or in equity available to the Disclosing Party.
7. **Duration:** Notwithstanding anything to the contrary contained herein, or in any other agreement, the obligations set forth within this Agreement shall not be merged into, superseded, or replaced by any subsequent agreement or contract between the Parties and, instead, will continue for each disclosure for a period of five (5) years from and after the later of the written termination of all joint activities of the Parties or the termination of all contracts and agreements between them. Either Party may terminate this Agreement by written notice to the other; however, all rights and obligations under this Agreement shall survive with respect to Confidential Information disclosed prior to termination.
8. **No Rights Conveyed:** No disclosure made by a Disclosing Party, nor use made by a Receiving Party, whether pursuant to this Agreement or otherwise shall entitle the Receiving Party to any rights, by license or otherwise, in the Confidential Information, technology, or know-how of the Disclosing Party.
9. **Waivers:** Any waiver must be explicit and in writing. Failure of the Disclosing Party to require performance of any provision of this Agreement shall in no way affect its rights to enforce strict compliance thereafter with every term or condition of this Agreement, nor shall a waiver by Disclosing Party of any breach of any provision of this Agreement operate or be construed as a waiver of any subsequent breach, or as a waiver of the provision itself.
10. **Disputes:** The rights and obligations of the Parties under or relating to this Agreement shall be governed by the laws of the State of Tennessee. The Parties consent and agree to the exclusive jurisdiction and venue of the United States District Court for the State of Florida or the Circuit Court of Hillsborough County, Florida, in the event of litigation arising out of this Agreement. In the event any suit or action is brought to enforce any or all provisions of this Agreement, the

prevailing Party shall be entitled to recover attorney fees, costs, and related disbursements as awarded by the court at all levels of trial, including on appeal, if any.

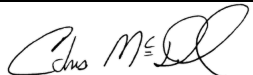
11. General:

- A. This Agreement may be signed in one or more counterparts and/or by scanned or facsimile signature, each of which shall be adequate and binding for the purposes of executing this Agreement, notwithstanding that both Parties have not signed the same copy.
- B. This Agreement may be modified or amended with respect to any disclosure only by mutual written agreement of the Parties. Each of the Parties warrants that the person signing this Agreement on its behalf has requisite authorization to do so.
- C. This Agreement may not be assigned by either Party without the prior written consent of the other except in connection with the transfer of substantially all the assets or business of such Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, heirs, and permitted assigns of the Parties.
- D. This Agreement, together with any manufacturing, supply, and/or quality agreements entered into by the Parties, constitutes the entire Agreement of the Parties and supersede any other agreements or understandings on this subject between the Parties. In the case of more than one agreement, they shall be read harmoniously in such manner as to provide the greatest amount of protection to Confidential Information. However, in the event of any conflict between this Agreement and any manufacturing, supply, and/or quality agreement subsequently entered into between the Parties, the provisions of this Agreement shall govern unless the subsequent agreement expressly supersedes this Agreement by direct reference. The provisions of this Agreement include and shall govern all prior disclosures of Confidential Information by either Party to the other.
- E. All headings in this Agreement are inserted for convenience of the reference only and shall not affect its meaning or interpretation.
- F. If any provision of this Agreement is determined to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, the offending provision shall be changed and interpreted so as to accomplish its objective to the fullest extent permissible by law.
- G. The relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall be deemed the agent of the other, nor is either Party authorized to take any action binding upon the other.

IN WITNESS WHEREOF, having attested to a thorough reading and complete understanding of this entire Agreement, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date written above.

AGREED and AFFIRMED,

Company: Computer at Work! Inc., DBA vTECH io

Signature: 

Print: Chris McDaniel

Title: Chief Revenue Officer

Date: 3/19/2026

DeSoto County

Signature: _____

Print: _____

Title: _____

Date: _____

HOLD HARMLESS

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): ____ Individual Ownership ____ Joint Venture
____ Partnership X Corporation

Name of Proposing Firm:

Computer at Work! Inc., DBA vTECH io

Mailing Address:

3033 Winkler AVE STE 210 Fort Myers, FL 33916

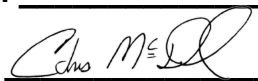
Location Address:

3033 Winkler AVE STE 210 Fort Myers, FL 33916

City & State: Fort Myers, Florida **ZIP:** 33916

Telephone: 727-200-0549 **Fax Number:** _____

Name/Title of person authorized to bind the Company: Chris McDaniel

Signature of person authorized to bind the Company: 

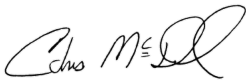
Date: 3/19/2026

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Computers at Work! Inc., DBA vTECH io (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 on the commodities or contractual services that are under proposal, 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

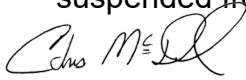
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: 

Dated: 3/19/2026

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this 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 these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal 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 participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

Chief Revenue Officer

Title

Computers at Work! Inc., DBA vTECH io

Contractor/Firm

3033 Winkler AVE STE 210 Fort Myers, FL 33916

Address

CONFLICT OF INTEREST AND LITIGATION STATEMENT

The conflict of interest, litigation disclosure statements are for informational purposes only.

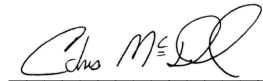
Please mark one of the following:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Please mark one of the following:

- ☒ The undersigned firm has had no litigation on any design projects in the last five years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five years.

The County reserves the right to request additional information on these subjects and also to eliminate any firm from the selection process that has material conflict(s) of interest or a history of litigation resulting from CONSULTANT errors or omissions or unethical or illegal business practices. The County Administrator shall make any such determination.



Signature

Chief Revenue Officer

Title

Computers at Work! Inc., DBA vTECH io

Contractor/Firm

3033 Winkler AVE STE 210 Fort Myers, FL 33916

Address

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL CAWQ39990-04

Quoted: May 22, 2026

Expires: Jun 19, 2026

Prepared For:	Ship To:	Presented By:
DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States Phone (863) 993-4816 Email c.talamantez@desotobocc.com	DeSoto County Government Cindy Talamantez 201 E Oak Street Ste 203 Arcadia, FL 34266-4451 United States	Chris McDaniel Chris.McDaniel@vtechio.com 727-200-0549 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Signature : _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 30 Days

Pricing shown reflects current manufacturer rates at the time of this proposal. Per industry-wide manufacturer agreements, a purchase order secures your place in the fulfillment queue but not final pricing, which the manufacturer reserves the right to set at shipment based on market conditions. If we receive notice of pricing changes prior to shipment, we will reach out for your approval and issuance of an updated PO before the order ships.

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Desoto County - Twelve (12) Months of Platinum Managed Services Customer to be invoiced monthly. 215 Desktop / Laptop / Tablet - @\$39 = \$8,385 9 Servers - \$1450 1 Firewall - \$400 1 Email and Compliance Standalone Archiver - \$255 6 iPads for Commissioners (no add'l cost) Support provided outside normal business hours would be billed at \$142.50 per hour. Normal business hours are 8:30-5:00pm, M-F. *Any additional servers, desktops or laptops will change the monthly fee. Device count was based on network assessment. Primary exclusions to our agreement include: telephony support, structured wiring, application coding and web-site development. 12 -month Agreement can be terminated with 30-day advance notice.	Managed Services	\$10,490.00	12	\$125,880.00

Line #	Description	Product #	Unit Price	Qty	Ext. Price
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Recurring :

Your investment in addition to the Grand Total:

- \$0.00 Billed Monthly
- \$0.00 Billed Quarterly
- \$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$125,880.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$125,880.00

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

INSURANCE REQUIREMENTS **CERTIFICATES OF INSURANCE**

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the

Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

Attachment B – Certificate of Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com														
INSURED ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Computers At Work, Inc. DBA vTECH IO 2338 IMMOKALEE ROAD #151 Naples, FL 34110	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Illinois National Ins Co</td> <td>23817</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois National Ins Co	23817	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Illinois National Ins Co	23817														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 063528456 FL	07/01/2025	07/01/2026	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for Computers At Work, Inc. DBA vTECH IO paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Computers At Work, Inc. DBA vTECH IO is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. 2338 Immokalee Road

CERTIFICATE HOLDER

Pasco County Risk Management Department
 7536 State Street, Suite 111
 New Port Richey, FL 34654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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Scrutinized Companies & Countries of Foreign Concern Affidavit

By entering into a contract with DeSoto County ("County"), and in accordance with the requirements of Sections 287.135 and 215.473, Florida Statutes, the Contractor certifies that it is not participating in a boycott of Israel. The Contractor further certifies that it is not included on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and that it has not been engaged in business operations in Syria.

Subject to the limited exceptions provided by Florida law, the County will not contract for the provision of goods or services with any scrutinized company identified above. Pursuant to Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services:

1. For any amount, if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
2. For a contract valued at one million dollars (\$1,000,000) or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Syria.

Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran after the Contractor has submitted its certification, shall constitute a material breach of the contract. The County shall provide written notice to the Contractor of the County's determination regarding the false certification. The Contractor shall have five (5) business days after receipt of such notice to refute the allegation of false certification.

If the alleged false certification is discovered during the term of the contract, the Contractor shall have ninety (90) days after receipt of the County's written notice to respond in writing and demonstrate that the County's determination was made in error. If the Contractor fails to demonstrate that the County's determination was erroneous, the County shall have the right to terminate the contract and pursue any civil remedies available under Section 287.135, Florida Statutes, as amended from time to time.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of Contractor who is personally known to me or has produced _____ as identification.

Signature of Notary Public

(SEAL)

Printed Name: _____

Commission Number _____

Expiration Date _____

ATTACHMENT C

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I DAVID W Peterson (insert name) as CEO
(insert title) on behalf of Computers at Work, INC. (insert entity name)
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. Computers at Work, INC. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

3. More particularly, Computers at Work, INC. (insert entity name) does not participate in any of the following actions:

a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

e. Causing or threatening to cause financial harm to any person;

f. Enticing or luring any person by fraud or deceit; or

g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.
FURTHER AFFIANT SAYETH NAUGHT.

DAVID W Peterson
Printed Name:

Title: CEO

Nongovernmental entity: Computers at Work, INC.

Date: 3/18/26

STATE OF Florida

COUNTY OF Manatee

SWORN TO AND SUBSCRIBED before me ☒ in person or ☐ remote notarization
by David Peterson as CEO on behalf of
Computers at Work Inc., who is personally known to me or who produced
Driver License as identification this 18th day of
March, 2026.

(Notary Seal)

Jean Krstevski
Notary Public

