# RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR IT CONSULTANT SERVICES PURSUANT TO N.J.S.A. 40A:11-3(B)

MOTIONED BY: Friedrich SECONDED BY: Guzman

**WHEREAS,** the North Hudson Sewerage Authority (hereinafter "Authority") is a public body, duly formed under the Sewerage Authorities law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

**WHEREAS**, the Authority has selected the proposal of LookFirst Technology for the purpose of providing IT Consultant services to the Authority; and

**WHEREAS**, the Finance Committee has reviewed this proposal and unanimously recommends its approval by the Authority Board.

- **NOW, THEREFORE, BE IT RESOLVED** that the Authority appoints LookFirst Technology to provide IT Consultant services for the Authority to be effective March 25, 2024 January 31, 2025 and shall be compensated in an amount not to exceed \$14,426.50.
- **BE IT FURTHER RESOLVED** that the Executive Director of the Authority shall affix his signature to the contract and that the Secretary of the Authority shall publish a notice in the paper in accordance with the Local Public Contract Law.
- **BE IT FURTHER RESOLVED** that the Authority has awarded this contract for professional services pursuant to N.J.S.A. 40A:11-3(b), . . .contracts for Professional Services pursuant to subparagraph (I) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

**BE IT FURTHER RESOLVED** that the contractor shall comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts) with submissions by Corporations and Partnerships including a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) as well as a completed Non-Collusion Affidavit.

# **DATED: MARCH 21, 2024**

# RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Gardiner	X		
Commissioner Kappock	X		
Commissioner Marotta	X		
Commissioner Friedrich	X		
Commissioner Guzman	X		
Commissioner Velazquez			X
Commissioner Barrera			X
Commissioner Zucconi	X		
Commissioner Assadourian	X		

THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON MARCH 21, 2024.



# NOTICE OF RESOLUTION AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR IT CONSULTANT SERVICES PURSUANT TO N.J.S.A. 40A:11-3(B)

THE NORTH HUDSON SEWERAGE AUTHORITY (the "Authority") has awarded a Fair and Open Contract for IT Consultant services pursuant to N.J.S.A. 40A:11-3(b), . . . contracts for Professional Services pursuant to subparagraph (I) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months. The North Hudson Sewerage Authority has retained LookFirst Technology, Chalfont, PA, to provide IT Consultant services in connection with the operating systems of the Authority. The amount charged for these services will be determined in accordance with the Proposal received on January 10, 2024 on file with the Secretary of the Authority. This Contract will be in effect for one year or until such time as either party gives written notice to the other of termination.

This Contract and the Resolution authorizing it are available for public inspection in the offices of the Secretary of the Authority.



NORTH HUDSON SEWERAGE AUTHORITY

# **PROPOSAL**

# PROFESSIONAL SERVICES Overview

Proposal for LookFirst Technology, LLC to provide Core IT Services (Support)

Due for Delivery by 11:00 AM on January 10, 2024

TO: Belissa Vega North Hudson Sewerage Authority 1600 Adams Street Hoboken, NJ 07030

FROM:

Kimberlie F. Dundas Director of Operations LookFirst Technology, LLC 100 Highpoint Drive, Suite 104 Chalfont, PA 18914 215-996-1488



January 9, 2024

Belissa Vega North Hudson Sewerage Authority 1600 Adams Street Hoboken, NJ 07030

**REF:** Proposal for Professional Core IT Services

Dear Ms. Vega:

Thank you for considering our response to your RFP. Our live help desk will provide 24x7 customer support. As a rule, we install integrated antivirus, deploy firewalls with segmentation, install SaaS e-mail protection, manage e-mail most often through Office 365, create and manage secure VPNs, and have implemented MFA for all our customers. Over the years, our engineers have developed many vendor relationships with access to all the most reliable, industry-accepted equipment, allowing us to provide the best competitively priced IT solutions.

LookFirst Technology, LLC (LFT) is a privately owned and operated organization dedicated to supporting Municipalities, Police Departments, Housing, and utility authorities in Pennsylvania, New Jersey, and Delaware with IT needs for over four decades. We understand the unique requirements, limitations, and needs of sewerage authorities like North Hudson, including providing direction and compliance with MEL/Jif. We have adapted to their ever-changing IT needs by staying apprised of proprietary software updates, expanding our cybersecurity as threats grow and evolve, and recommending and implementing new cost-efficient technology. We moved quickly pivoting our customers to a remote work environment when faced with the pandemic, resulting in little or no downtime. Our proactive maintenance approach aligns with our tagline, "IT before you know you need IT."

At LFT, we prioritize customer service and strive to make IT as simple as possible. Our team includes degreed and certified IT technicians available via our help desk 24 x 7. We hope to be selected to work with you and provide outstanding customer service-oriented IT.

Respectfully,

LookFirst Technology, LLC Kimberlie F. Dundas

**Director of Operations** 

Kim.Dundas@LookFirstTech.com

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# **Qualifications and Experience Overview**

Legal Name:	LookFirst Technology, LLC ("LFT")
Corporate Structure:	Privately Held Corporation
Years in Business:	40 Years
Headquartered:	Chalfont, Pennsylvania, USA
Office Location:	100 Highpoint Drive, Suite 104, Chalfont, PA 18914
Phone Number:	215.996.1488
Fax Number:	215.822.9494
Website:	www.LookFirstTech.com
Employees:	Twelve (12) employees, including certified professionals and degreed engineers in a variety of disciplines.
Clients:	Include notable government organizations, including townships, boroughs, municipal and sewerage authorities throughout the US.
Industry Focus:	LookFirst Technology, LLC provides outstanding customer service oriented 24x7 help desk support via email and live telephone support from 8-5 M-F. We continually research and supply the most cost–effective implementations, hardware, and software. We have a unique understanding of these government entities' needs, including cybersecurity compliance (including NJ MEL/Jif), SCADA and pumpstations.
Noteworthy Certifications and Memberships:	Microsoft Certified Partner, Microsoft Azure Cloud Certification, Synergy/DE DevPartner, Microsoft Certified Systems Engineer, Microsoft Certified Systems Administrator, Microsoft Certified Database Administrator, Microsoft Certified Professional, Google Business Partner, CompTIA A+ Certification, Certified in Criminal Justice Information Services, HP Business Partner, IBM Business Partner, Dell Registered Partner, Datto Registered Partner, Authorized Apple Reseller, Sophos Registered Partner, Lenovo Business Partner, Acronis Partner, Cisco Partner, Samsung Business Partner, APC Business Partner, and more
RFP Principal Contact to Manage the Proposal:	Kimberlie F. Dundas Business Administrator 100 Highpoint Drive, Suite 104 Chalfont, PA 18914 P: 215-996-1488 F: 215-822-9494 Kim.Dundas@LookFirstTech.com



# Statement of Qualifications and Experience

Since 1981, LFT has been providing IT Services to a variety of public agencies. Throughout these years, we have become very familiar with the resource and budgetary constraints placed on public infrastructure. Our clients include organizations similar in size and scope to the North Hudson Sewerage Authority, many of whom have been customers for over 10 years. We thoroughly understand cyber requirements (including NJ MEL/Jif), proprietary software and the unique needs of Townships, Municipalities, Police Departments, Housing, Water and Sewerage Authorities. We have included a sampling of our 30+ public agency and housing authority clients in our Client Reference List and a few written recommendations.

LFT currently manages approximately 65 servers of all varieties and 760 endpoints. Many of our clients are involved in mission-critical activities that support critical infrastructure with remote cameras and high-availability server and cloud operations. Our staff includes certified professionals in desktop support and networking hardware. We use advanced monitoring software coupled with solid ticketing and desktop resolution processes to assist us in meeting all your needs promptly and courteously. All our operations are documented with clearly written service-level agreements. Our Total Care Agreement meets your RFP requirements of 1-hour response time remotely and can offer our best guarantee of 4 hours for emergencies onsite. This is the worst-case scenario since we can often respond to needs in real time. A sample service level agreement is provided as part of our proposal response and appears at the end of the proposal. (Exhibit A)



# **Experience of Team**

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Director of IT Operations	As Director of Technical Operations and a Senior Developer with a BS in Information Technology from Western Governors University. Ahmad Zahedi leads the technical team with over 20+ years of hands-on experience. He leads our technicians and developers and is always driven to refine and improve. His indispensable knowledge of how municipalities, cities, authorities, and police departments run in the real world is second to none. Ahmad is highly proficient with several programming languages and technologies and has strong hands-on knowledge of contemporary Land Management and application processes utilized nationwide. Ahmad has a firm grasp of database systems and has mastered PostgreSQL, MySQL, and Access. Ahmad holds an extensive list of certifications, including Project+, A+, Security +, MS CTS, Oracle Certified, and numerous language certifications.
IT Manager	With over 25 years of professional experience in IT service management, program management, and project engineering, Richard Strang leads our IT team. Rich comes to us after 13 years at Icon Clinical as their Sr. Manager of IT Infrastructure. There, he developed and implemented IT Risk Management policies and led the IT Risk Oversight Committee. He has a degree in Electronics Technology and Certifications in ITIL and Business Relationship Management.
Director of Operations	Kimberlie Dundas serves as the company's Director of Operations. She has over 20 years of experience in business management with an emphasis on the technology industry. Most of her career has been spent managing teams to be customer service-focused while working "smarter." Kim has a B.S. in Economics and Marketing from Widener University.
Technician/Jr. Systems Engineer	Oliver Cavalli joined LFT as an intern. After graduating from Middle Bucks Institute of Technology with an emphasis on Network Operating Systems & Security, Oliver joined us as a Jr. Customer Support Specialist. Oliver has always had an aptitude for technology and interned with numerous MSPs throughout his years at MBIT. He focuses on supplying the best service to our customers and researches the latest technology within budget constraints. Oliver is MS, Sophos, Datto Certified and is working towards Network +
Technician	Scott Matlock has over 25 years of experience in the industry. He spent most of his career managing the infrastructure and a small IT Team at a large Rehabilitation Center. He has exceptional customer service abilities and IT knowledge. His unique ability to decipher what customers need versus what they assume they need makes him an outstanding team member.
Jr. Technician	Bryce Martinez has spent his entire life tinkering with technology. He is the epitome of a true techy and thoroughly enjoys working in the industry. He is currently patent pending on a proprietary technology product specific to the police and defense industry. He holds a CompTIA A+, CompTIA ITF+, HubSpot Inbound Marketing, Datto Certified Practitioner in Networking, Sophos Firewall v19.5 Engineer, Security+ and Network+
Developer and Sr. Systems Engineer	Robert Ditmer has deep experience on multiple platforms, including Windows and Linux. He specializes in software engineering, system troubleshooting, network management, and designing projects as needed. Rob's degree is in Networking Technologies.
Customer Support	Lori Leahy joins the team with over 25 years of experience in a customer service role within the construction field and a BSBA in Finance. She supports the entire team in the office, handles AP, and primarily focuses on providing our customers with the best experience possible.



# Scope of Work

LFT has all the experience and expertise necessary to oversee and support NHSA IT equipment including servers, email systems, employee computers and devices and associated project software. If awarded the contract LFT will conduct a thorough site walk-through and audit to become familiar with the campus, the phone system, computer network(s) and associated components, their locations, and the departments they serve. LFT will then supply a written assessment (audit) of the existing equipment condition and surrounding environment as they pertain to the network integrity, optimal function, longevity, and if necessary, recommendations and costs.

\*Ongoing Core IT Services (Support)
Provide the following core services:
24x7x365 Core Infrastructure Management
24x7 Infrastructure Monitoring, Response and Remediation Application

LFT guarantees that we have more than sufficient technological and staff capacity to provide remote telephonic support 24 hours per day/ 7 days per week/ 52 weeks per year and continuous monitoring of all critical systems and network components. We guarantee telephonic/remote Emergency Service within one (1) hour of being contacted. We agree to confer with North Hudson Sewerage Authority to establish further SLA parameters. All high priority cases are responded to remotely within one (1) hour and a technician is dispatched with an on-site response time of no more than four (4) hours.

Our 24x7 remote monitoring systems will alert us at once should there be any performance issues. LFT has a documented plan to resolve any critical problems immediately, including restoring from continuous backups if necessary.

### \*Management

24x7 End User Services with case tracking and reporting

Regular business hours on site support available (within an hour) for hardware and software troubleshooting

LFT will manage all applications, data, servers, and files, including printers and scanners, either remotely or if necessary onsite. Regular maintenance of hardware and software is performed and scheduled in advance with the Authority at their convenience. Our team uses one of the most widely used industry accepted ticketing systems to provide real-time end-user services. We offer a live help desk during regular business hours with live phone support and email incident report options.

### Data Backup and Recovery

LFT uses on-line managed image-based off-site data backup for all data on the Authority's network, and maintain such archived data as required by Authority policy, State and/or federal regulations. LFT is an Acronis and Datto Partner. However, we are also versed in various other Backup options and will be happy to use your existing backup system. Using Datto, we include the following as part of our backup contract:

- Remote storage (meaning offsite, compared to Client business premises) provided at no less than two data centers in the United States.
- Secure Client-site storage of data in a specifically designed Backup & Disaster Recovery ("BDR")
  appliance. NOTE: The BDR device referred to here is a specialty device and the term BDR is used



herein specifically in reference to this device.

- Encryption of all data while in transit and in the remote data center. Encryption of locally stored data in the BDR is optional.
- Remotely executed support services, including remotely executed restoration services if requested.
- Client-site virtualization of failed server(s) as required for BDR equipment that allows Local Virtualization services.
- Data Center virtualization of failed server(s) as required for BDR equipment that allows "Hybrid Virtualization" services. All BDR devices depend on client-provided internet services to provide access to locally virtualized resources.
- Full and proactive management of the BDR and remote storage.

### IT Advisory Services

IT consulting services are included in our Total Care Agreement at no additional cost. Since we take a proactive approach to IT management, quarterly, review and planning meetings are suggested.

Anti-Virus Anti-Malware Protection Services

Email Security

LFT's antivirus and spam systems are monitored and updated regularly to maintain the latest level of protection against emerging threats. We deploy antivirus software and email protection to all newly purchased equipment. Our team centrally manages and maintains network firewalls. Firewall rules are updated as necessary to maintain protection against attempted breaches.

Software Distribution
Mobile Device Management (22 devices)
Maintain telephone system
Site internet carrier support, monitoring, and protection
Talk desk Telephone System Support and licensing

Your contract includes expert support for all aspects of your IT infrastructure and needs. We will monitor and resolve any issues relating to, but not limited to, local and wide area network administration and security, user administration, file and print services, internet services, website support, email support, setups and management, file server hardware and software support, and network infrastructure support. Our staff will coordinate with Talk Desk Support and licensing experts as needed and provide support for all users.

- \*Additional Requirements and Assumptions:
- 1. Provide all costs for additional services not covered in your base proposal
- 2. Provide all assumptions used in your proposal.
- 3. Assume NHSA currently has 12 employees with Windows and Mac laptops
- & desktops. There are approximately 25 NHSA computers in use.
- 4. Assume 25 Office 365 Accounts.
- 5. Assume NHSA will maintain existing 3rd party relationships for hardware and application support
- 6. Provide the following software with current licenses:
- Office 365, antivirus, URL filtering, anti-evasion, and anti-malware software.
- 7. Provide proactive monitoring of Firm Supported Server Systems and Software
- 8. Include Monitoring, Alerting, and Remediation Services.
- 9. Include OS Patch Management



- 10. Include Storage Area Network Management
- 11. Include Security Management
- 12. Include Change Management
- 13. Include Backup Management
- 14. Include Server Support
- 15. Secure VPN and "Remote In" capability for all users.
- 16. Assume Five (5) Talk desk Pro Licenses, and Thirty-Four (34) Back Office Licenses
- 17. Assume Inbound and Outbounds Calls for a total of 24,000 minutes per month
- 18. Assume fiber-based internet service with 1000 MPS upload and download speed

## In addition to your specified scope, LFT will assist and provide the following:

- A. Scheduling of preventative maintenance
- B. Proactive solutions and management services, including:
  - · User account management
  - User policy enforcement and account access review
  - File system management
  - Software licensing reporting
  - · Client network configuration management
  - Management of disk space
  - Partition and usage management
  - Content filtering and intrusion protection
  - Email spam filtering
  - Software development
  - Firewall updating and log checking
  - System inventory reporting
  - Testing file and server restorations from backups
  - Printer/print server management
  - Quarterly strategic planning
- C. Troubleshooting and required technical assistance services regarding the resolution/correction of server related problems, for both physical host and virtual machines
- D. The provision of technical assistance with Authority's related hardware/software including, but not limited to, Edmunds. Docunav
- E. The provision of expert opinions and recommendations regarding the need for updating the Authority's hardware and/or software
- F. Technical assistance in the procurement and installation of new computer hardware and/or software
- G. The recycling and proper disposing of old equipment
- H. Liaising with third party vendors in support of IT infrastructure as mentioned in the RFP
- I. Ordering and replacing defective hardware covered under warranty



# **Cost Details**

The below pricing for services under this proposal are based on the information provided within the RFP and our expertise of what is required for successfully managing and maintaining all IT equipment and users. The rate is based on our Total Care Service Agreement (Exhibit B). The contract amount includes all services noted within for (1) one year. Any services not covered under this contract will be quoted for approval at our in-contract labor rate of \$115/hr.

Total Care Agreement: Computer and Local Area Network Maintenance, Consulting and Support

Remote Support/Onsite	Unlimited hours
TOTAL YEARLY FEE	\$17,020.00
Optional Monthly Fee	\$1,419.00



# **Client References**

Phillipsburg Housing Authority 530 Heckman Street Phillipsburg, NJ 08865	Thomas McGuire Executive Director tmcguire@phillipsburgha.com 908-859-0122
Bernards Township Sewerage Authority 726 Martinsville Rd Basking Ridge, NJ 07920	Thomas Timko Executive Director <a href="mailto:timko@bernards.org">ttimko@bernards.org</a> 908-204-3173
Pemberton Borough 50 Egbert St, Pemberton, NJ 08068	Donna Mull Municipal Clerk dmull@pemberton.comcastbiz.net 609-894-8222
Landis Sewerage Authority 1776 South Mill Road Vineland, NJ 08360	Tom Post Business Manager tompost@landissewerageauthority.com 856-691-0551
Plainfield Area Sewerage Authority 200 Clay Avenue Middlesex, NJ 08846	Bob Snyder Executive Director <u>Bsnyder@parsa-nj.org</u> Steve Grosso Operations Manager <u>sgrosso@parsa-nj.org</u> 732-968-2471



# **EXHIBIT A: Reference Letters**



# Bernards Township Sewerage Authority

Office: 277 South Maple Avenue, Basking Ridge, NJ 07920 908–204–3020 (Ph) 908–204–3089 (Fax) Plant: 726 Martinsville Road P.O. Box 247 Liberty Corner, NJ 07938 908-647-2460 (Ph) 908-647-4416 (Fax) Billing-Tax Office: 908-204-3078 (Ph) 908-766-1941 (Fax)

October 11, 2022

To Whom it May Concern:

As cyber security issues increased the last ten years the Authority had difficulty finding technology consultants who not only were capable of cyber security work but also had experience with the unique needs posed by wastewater treatment plants and custom SCADA systems like ours.

The last few years working with Look First have been refreshing. The LookFirst techs have replaced our entire business network, provided cloud-based backups, secured our pump stations and SCADA system while working promptly and efficiently. LookFirst has repeatedly advised us of the best and most sensible methods to employ for our needs.

I highly recommend LookFirst Technology. LookFirst is reliable, cooperative and are experts in their field.

Sincerely,

Thomas Timko

Director



## LAMBERTVILLE CITY POLICE DEPARTMENT

# 349 North Main Street Lambertville, New Jersey 08530 lambertvillepd@lambertvillepolice.org

Lt. Robert Brown
Officer in Charge

Tel: (609) 397-3132 Fax: (609) 397-9305

October 19, 2022

To Whom it May Concern,

Based on the experience that the City of Lambertville Police Department has had with LookFirst Technology, I am writing this letter of recommendation. LookFirst Technology handles all the IT needs of the City of Lambertville. These responsibilities include, but are not limited to, maintenance of our network, antivirus, and backing up of our key data. LookFirst has provided us with remote and HelpDesk support, as well as performing on-site audits of our IT infrastructure. LookFirst has been our IT company since October of 2016.

The City of Lambertville Police Department is happy to recommend LookFirst Technology to you, and trust that your experience with them will be as positive as ours.

Sincerely,

LT. Robert Brown
Lt. Robert Brown

# EMBERTO 1826

Donna J. Mull Clerk

# **BOROUGH OF PEMBERTON**

INCORPORATED 1826 50 Egbert Street Pemberton, NJ 08068 609-894-8222

> Harold Griffin Mayor

October 13, 2022

To Whom it May Concern,

In regards to the services provided by Lookfirst Technology, the Borough of Pemberton has used them for many years and have found their services exceptional. They have been quick with answering problems, fixing problems and answering questions.

Pemberton Borough highly recommends Lookfirst Technologies services.

Sincerely,

Donna Mull (Municipal Clerk

Administrator



530 Heckman St. Phillipsburg, NJ 08865

Phone: (908) 859-0122

www.phillipsburgha.com

October 14, 2022

To Whom it May Concern,

Based on the experience that the Phillipsburg Housing Authority has had with LookFirst Technology I am writing this letter of recommendation. LookFirst Technology handles all the IT needs of the Housing Authority. These responsibilities include but are not limited to all maintenance of our network OS, antivirus, firewalls, software updates and surveillance camera support. LookFirst has a technician on site one day per week along with remote and helpdesk support. LookFirst has been our IT company since August 2019.

The Phillipsburg Housing Authority is happy to recommend LookFirst Technology to you, and trust that your experience with them will be as positive as ours. If I can answer any additional questions about our experience, feel free to contact me.

SinCerely.

Thomas F. McGuire

**Executive Director** 

# RARITAN TOWNSHIIP MUUNICIPAL UITILITIES AUTTHORITY

HUNTERDON COUNTY, NEW JERSEY 365 Old York Road Flemington, NJ 08822

January 19, 2023

To Whom it May Concern,

I am writing this letter to serve as a recommendation for LookFirst Technology. LookFirst Technology provides comprehensive IT services for Raritan Township Municipal Utilities Authority and recently completed a project to secure the network for our remote pumping stations. This enables us to restrict network traffic to and from these locations to protect from improper access to the SCADA systems used at these locations. Additionally, as part of this project, LookFirst Technology configured a redundant, backup firewall at our main plant so that if something were to happen to the main firewall, the backup would takeover, and we could maintain access to our remote pumping locations without sacrificing network security.

We are happy to recommend LookFirst Technology as a trusted IT partner and solutions provider.

Sincerely,

Ray Frank Chief Operator



# **Exhibit B: Sample Total Care Service Agreement**





# **Total Care Agreement**

Computer and Local Area Network Maintenance, Consulting and Support



Prepared on 1/1/2024 for:



Attention:

# Total Care Agreement — Overview —

At LookFirst Technology, LLC ("LFT"), "Total Care" represents our comprehensive solution towards meeting the computer support needs of our valued clients. Customer satisfaction, creating ease of mind, and exceeding expectations are all part of our philosophy.

# Total Care exemplifies high-priority technical Service

LFT will provide Formal Client Name ("the Client") with efficient, flexible, and reliable computer hardware and operating system support and consulting services as detailed in the "IT Services" section of this agreement.

# Total Care fosters reliable support

LFT understands the importance of keeping your technical infrastructure running reliably. Support is offered through remote monitoring and on-site services to provide fast resolution to computer support needs. With the Total Care Agreement, LFT technicians will be available during Regular Business Hours to respond to issues. Our team also offers off-hours Emergency Support for critical situations.<sup>1</sup>

# Total Care promotes endless possibilities

Overall, our Total Care Agreement provides comprehensive consulting and support services to keep your business technologies functioning efficiently. LFT's resources, expertise, and experience will help reduce costs, improve reliability, and increase the security of your essential data and business operations.

LFT builds business relationships that last. We look forward to providing years of valuable Service to your business and are fully prepared to take total care of you, our valued Customer.

The cost for LFT to provide **Formal Client Name.** with the comprehensive IT Services under the terms described in the following pages of this Total Care Agreement is:

TOTAL CARE AGREEMENT  Formal Client Name	
Description	Agreement Period 01/01/2024– 12/31/2024
Total Care Agreement Annual Cost:	\$
Total Care Agreement Monthly Rate:	\$

<sup>&</sup>lt;sup>1</sup> "Regular Business Hours" and "Emergency Support Hours" are defined in the "Requesting Support" section of this Agreement on Page (4).

# Total Care Agreement — DETAILS —

# IT SERVICES

### Remote and On-Site Service

Our Total Care Agreement offers IT maintenance and ongoing support for your organization's computer technology requirements for a fixed price.

LFT offers remote and on-site support services 24 x 7 x 365 days a year. This agreement at no additional charge covers remote AND on-site support provided during Regular Business Hours. During Regular Business Hours, our goal is to take support calls in real-time, with an anticipated response time of one (1) hour. On-site visits occur with an estimated response time within four (4) business hours, determined by the technical urgency priority level.

# Covered Services<sup>2</sup>

- Management of applications and file servers
- Remote monitoring of servers and network hardware
- Server updates (service packs and security updates)
- Support for recovering failed hardware (LFT will order and install any failing hardware listed in Exhibit C under the current manufacturer's warranty. Our staff will act as the liaison between you and the original equipment manufacturer for these transactions.)
- Support liaison with your internet service provider
- Support liaison with licensed enterprise software providers
- Periodic workstation and server patches and health checks
- End-user software support for licensed off-the-shelf applications
- user account creation and management
- Printer/scanner remote driver installation and support
- Troubleshooting of network/internet connectivity
- Ongoing review and recommendations for maintaining comprehensive cyber security defenses for your organization based on industry standards
- Malware response and recovery from internet attacks, hackers, spybots, viruses, ransomware, data leaks, and fraud with Client maintained anti-virus license agreement. Up to 2 hours per incident is included. If needed, additional work will be provided at preferred customer discounted rates (see pages 3-4)
- Remote and on-site hardware troubleshooting and problem resolution
- Leverage partnerships with critical channel partners such as Microsoft, IBM, Dell, and HP to prioritize client needs.
- Annual review of backup services and disaster planning (backup services and a disaster recovery plan are provided under a separate contract.)
- Annual on-site IT inventory and technology audit and IT infrastructure planning

<sup>&</sup>lt;sup>2</sup> Certain services and support may be subject to sales tax for commercial entities in accordance with the Commonwealth of Pennsylvania Sales and Use Tax Code; see Act 84 of 2016, revised 04/04/2017. 72 P.S. §§ 7201 – 7202, 61 Pa. Code § 60.19. Applicable taxes will be added to the invoice at the time the affected service is rendered.

# **Covered Operating Systems**

- Workstations: Microsoft Windows 10 and later releases, macOS 10.10 and later releases
- Servers: Microsoft server operating systems 2012 R2 and later releases
- Most mainstream Linux distributions released within the last five years, including:
  - o openSUSE
  - o CentOS v6 and v7
  - o Debian v8
  - o Ubuntu Server v12, and later releases
- Virtual Environments: Hypervisors, such as Microsoft Hyper-V, VMware 6.5, and later releases
- Mobile Devices: We support the latest operating systems available from Apple (iOS) and Google (Android)

# Operating Systems Not Covered

- This agreement does not cover operating systems that have been retired by Microsoft.
  - Workstations: this includes, but is not limited to, Microsoft Windows 95, 98, NT, 2000, XP,
     Vista, 7 8, 8.1 (and older releases of 10), as well as Microsoft Office versions before Office 2013.
  - o For servers, this includes, but is not limited to, Microsoft server operating systems predating Server 2012 R2.
- If one of these systems fails, LFT may attempt repairs, but cannot guarantee their success. Therefore, for the overall well-being of your organizational operations, LFT recommends that the Client upgrade these products as soon as possible.

# **Additional Savings Benefits**

- For additional scheduled work outside of this Agreement, Service customers are entitled to our Preferred Customer discounted billing rates. During Regular Business Hours, our Preferred Customer discounted rate is \$115.00 per hour<sup>3</sup>, up to a maximum charge of \$825.00 for a single 8-hour day. This rate applies to LFT's entire staff of professionals who remain ready to support your computer support needs.
- Discounted rates are also available for Service performed <u>after</u> Regular Business Hours, on weekends, and holidays. Please see "Emergency Support" in the "Requesting Support" section on Page (4) for greater detail.

<sup>&</sup>lt;sup>3</sup> Without this Service Agreement, LFT's service rate during Regular Business Hours is \$200.00 per hour.

# **REQUESTING SUPPORT**

LFT customers have several options for obtaining support, both during and after business hours:

# Regular Business Hours — Weekdays 8:00 AM to 5:00 PM (Excluding Holidays)

# 1) Call LFT's office at 215-996-1488

An LFT representative will coordinate appropriate resources to address your concerns. During Regular Business Hours, our goal is to take calls in real-time. A highly qualified technician will provide technical resolution through remote access tools and phone support. We value close communication with the Customer during this process.

# 2) Email details of the problem(s) to: helpdesk@lookfirsttech.com

LFT personnel will enter a date and time-stamped ticket into our system, and the next available technician will promptly respond. This method is generally the most efficient—assuming you have email access—as our interactive system alerts our technicians in real-time without interrupting a session with another customer. If needed, the initial responder will direct the issue to a more appropriate technician based on the technical solution required. Please note that sending an email message to a specific technician may delay our response (unless requested to do so during a session), as the technician may be off-site and not see the message until they return to our office. When feasible, we also strive to maintain continuity of technician and Client to foster our valued relationship.

Extended Hours — Additional Hours to Supplement Regular Business Hours (Option)4

# Emergency Support — AFTER Regular/Extended Business Hours, Weekends & Holidays<sup>5</sup>

## 3) Call LFT's office at 215-996-1488

Two options for after-hours support:

- a) Leave a message for the following business day response (no extra charge)
- b) Dial extension 125 to be forwarded directly to the on-duty technician for emergencies

Outside of Regular/Extended Business Hours, emergency customer calls not answered immediately are returned within approximately 60 minutes.

<sup>&</sup>lt;sup>4</sup> This option involves an additional fixed cost as outlined in Exhibit A at the end of this Agreement. (Appears only if elected.)

This option may involve additional fees for services not covered by this Agreement. Emergency support will be billed at a rate of \$205.00 per hour for remote assistance or \$238.00 per hour for on-site response, with a two-hour minimum charge. One-way travel charges apply, rounded to the nearest half-hour increment. LFT Holiday Hours appear in Exhibit B.

# **TECHNICAL ISSUE URGENCY AND RESOLUTION**

# Urgency

LFT understands your organization's vital need for a reliable IT infrastructure, and technical issues often affect a range of critical operations. Therefore, to best assist our clients with their various needs, we have in place a system that prioritizes a managed response:

<u>Level I: High Priority</u><sup>6</sup> — Cases are assigned High Priority when the Customer's IT infrastructure is nonfunctional, and there are no temporary solutions available to restore functionality. LFT manages all necessary resources required to restore the system and provide solutions. In situations that require replacement or repair of non-warranty hardware, the Client is expected to respond urgently to LFT proposals to avoid undue delays in restoring infrastructure functionality. All High Priority cases are responded to with the highest priority within one (1) hour. Our first and most efficient response will be using cloud-based tools to troubleshoot and resolve the problem remotely. If LFT cannot diagnose the problem remotely, a technician is dispatched with an on-site response time of four (4) hours to diagnose the problem. <u>Please</u> note:

- 1) This Total Care Agreement covers High Priority responses initiated *and* concluded during LFT's Regular/Extended Business Hours<sup>7</sup>.
- 2) High Priority responses which are subject to additional charges<sup>8</sup> under this agreement include:
  - a) Responses initiated during LFT's Regular/Extended Business Hours<sup>7</sup> that continue beyond Regular/Extended Business Hours. (Only those hours exceeding Regular/Extended Business Hours are billable.)
  - b) Any responses initiated outside of Regular/Extended Business Hours.
- 3) Contact outside of the procedure for requesting support (p. 4) is not held to the contract standards and is subject to Emergency Support rates.

<u>Level II: Moderate Priority</u><sup>6</sup> — Cases are assigned Moderate Priority when the Client's system is not performing correctly, resulting in a delay of significant business operations. Related support work is performed during LFT's Regular/Extended Business Hours with a response time within four (4) business hours remotely and, if necessary on-site within one (1) business day.

<u>Level III: Low Priority</u> — Cases are assigned Low Priority when the Client's overall business operations are not directly affected, including temporary or intermittent interruptions. LFT applies the appropriate resources to resolve the technical issue within the parameters of the Customer's expectations. LFT's response to Low Priority cases is within three (3) business days.

## Escalation

If your expectations are not satisfied, we encourage you to contact the management team for further resolution. Would you please call 215-996-1488 and ask for a manager? If you call after Regular Business hours, please ask the responding technician to have a manager contact you immediately.

<sup>&</sup>lt;sup>6</sup> If an acceptable solution can be applied to temporarily restore operations, LFT will then downgrade the case to a less severe priority.

<sup>&</sup>lt;sup>7</sup> Regular Business Hours are defined on Page (4), and Extended Hours in Exhibit A (if elected).

<sup>&</sup>lt;sup>8</sup> Rates for additional charges are defined under the Emergency Support terms appearing on Page (4).

# **ENTERPRISE SOFTWARE LICENSING**

LookFirst Technology, LLC does not support the illegal duplication or installation of non-licensed software. All software installed or deployed on equipment covered by LFT's Service Agreement must be licensed with proof of purchase available for audit verification.

According to applicable copyright law, persons involved in installing and operating unlicensed software are subject to civil damages and criminal penalties, including fines and imprisonment. The Client is required to maintain support contracts and subscriptions while this agreement is in place. LFT technicians will act as a liaison with the software provider to resolve technical issues. LFT assumes no responsibility for licensing agreement enforcement.

If a third-party software provider requires authorization from a Client to facilitate direct interaction between LFT and said provider, we expect the Client to prioritize responding to the request.

Required contracts and subscriptions are as follows:

- Enterprise anti-virus, spyware, and SPAM filtering software
- Valid server (where applicable), workstation, and client application software licensing
- Cloud-based application subscriptions
- Firewall license and support agreement

# **TERMS AND CONDITIONS**

# Security

LookFirst Technology, LLC, its assigned agents, employees, and approved representatives agree to comply with any security requirements established by the Client at the time of the Agreement signing.

# Proprietary and Confidential Information

In the course of this agreement, each party may have access to secret or confidential information, records, data specifications, systems, methods, plans, policies, inventions, materials, and other knowledge owned by the other party (collectively, "Confidential Information"). All such Confidential Information shall be and remain the property of the disclosing party. Each party hereto agrees that it shall not reveal any Confidential Information to anyone not bound by this agreement without prior written consent.

Client's Confidential Information is subject to examination by law enforcement officials or others without Client's consent upon presentation to Client or LFT of a search warrant or subpoena.

### **Passwords**

The Client is solely responsible for maintaining the confidentiality of passwords and other user information, including restricting the use of the Passwords and additional details by the Client's designated users. The Client shall be responsible for all use of a service accessed through Client's Passwords.

# **Equipment Access**

LFT shall have, and Client hereby grants, full and unrestricted access to the premises where the equipment is located, in the performance of LFT's duties set forth herein, in all cases at times agreed to by Client.

# Additional Equipment

LFT will only add additional equipment or services upon the Client's request. The initial contract price is determined based only on the equipment detailed in Exhibit C

Examples of projects that may incur additional fees include additional local or remote computers, new VPN access, support for remote workers, support for insurance or other technical inquiries, additional cyber security requirements, additional mandated compliance requirements, support for upgrading server-based application software (reviewed on a case by case basis). LFT will work with our clients to provide the most efficient and cost-effective solutions for their needs. Please get in touch with LFT for questions or revised pricing.

Support requested for additional equipment installed by the Client without first notifying LFT *in advance of installation* is not covered by this agreement. If this equipment requires follow-up service, it is subject to additional charges at our Preferred Customer discounted rate of \$115.00 per hour. This policy is firmly applied to all Networking Equipment.

# Ownership of Goods

Title to all goods shall only pass to the Client upon payment being made in full, including all outstanding debt owed to LookFirst Technology, LLC. Until the account is satisfied, the Client shall preserve the products' condition and value held. LFT reserves the right to collect any goods held by the Client and wholly-owned by LFT.

### **Excluded Services**

Maintenance service under this agreement does not include the replacement, repair, or service required as a result of (a) neglect, theft, misuse, or accidental damage of the equipment; (b) alterations or modifications to the equipment performed by other than LFT; (c) the failure of the Client to provide and maintain a suitable installation environment will all facilities prescribed by LFT (including, but not limited to proper electrical power, electrical and power surge protection, air conditioning, or humidity control); (d) use of supplies or material not meeting LFT specifications; (e) use of the equipment for purposes other than those for which it was designed; (f) electrical work external to the equipment or Service connected with equipment relocation, reconfiguration, or additions; (g) cutoff of services to Client by the utility; (h) problems caused by or relating to the Internet Service Provider; (i) programming changes, or; (j) acts of God.

# Limitation of Liability

In the performance of this Agreement, LFT shall be liable only for the expense of providing routine repair, replacement parts, and maintenance service as identified within this agreement. Further, no liability will arise if the performance of such Service is prevented by declared government emergencies, civil disturbances, strikes, or other causes beyond the control of LFT. Client agrees that neither LFT nor its agents and employees shall be liable for any loss or damage to the equipment or other property, injury, or death of Customer's agents, employees, or customers arising in connection with the maintenance services provided by LFT under this agreement unless such loss, damage, injury, or death results solely from the gross negligence or willful misconduct of LFT's agents or employees.

While LFT takes responsibility for providing satisfactory maintenance services, it does not claim that it can maintain this equipment to prevent fraudulent intrusions including, but not limited to, malware internet attacks, hackers, Spybot's, viruses, data leak, ransomware, and fraud. No express or implied warranty is made against any such fraudulent uses that may be made of the equipment.

In no event shall LFT, its agents, or its employees be liable for indirect, incidental, or consequential damages including, without limitation, any loss of business, damage, or expense, whether or not LFT has received notice of the possibility of certainty of such damages or loss, directly or indirectly arising from the Client's inability to use the equipment, either separately or in combination with any other equipment that is outside of this agreement.

# Software Licensing

The Client's responsibility is to comply with the terms of use, distribution, duplication, and other requirements, whether public or private in origin, applicable to any software supplied through LFT or for any software for which LFT is asked to provide services. The LFT employee reserves the right to delay any project until proof of licensing can be provided.

### Indemnification

Each party shall indemnify and hold harmless the other party and its directors, officers, employees, and agents, from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties, and costs (including legal fees and expenses) to or in favor of others and all claims, causes of action and suits by others, including without limitation employees, subcontractors or agents of the indemnified party and its affiliates (collectively, "Losses") for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this agreement of employees, contractors or agents of the indemnifying party.

### Insurance

LFT shall maintain at its expense commercial general liability, auto liability, worker's compensation, and professional liability insurance coverages for its services related to this agreement. In no event shall the insurance be canceled or allowed to expire without renewal on similarly conforming terms, during the prosecution of the work under this agreement, without prior written notice to Client by LFT.

The minimum limits of such insurance shall be:

Commercial General Liability: \$1,000,000 per occurrence,

\$2,000,000 aggregate

Automobile: \$1,000,000 each occurrence Professional Liability: \$1,000,000 each occurrence Cyber/Data Loss: \$1,000,000 each occurrence

Worker's Compensation: \$1,000,000 aggregate

### Term and Termination

### Termination without Cause

This agreement is effective for the period appearing on Page (1) of this Agreement. Either Client or LFT shall have the right to terminate this agreement without cause upon thirty (30) days prior written notice (subject to early termination charges detailed below), so long as it is not itself then in breach or default of any material provision or requirement of this agreement. Upon termination under this provision, the Client authorizes LFT to delete all associated backup files and data from LFT's servers on ninety (90) days from the date of account termination. In addition, the Client may request any data or other work product that exists at the time of

termination in a form acceptable by both parties within the ninety (90) day period and upon full payment of any outstanding fees due to LFT.

Early Termination Charges. If Client terminates this agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, LFT reserves the right to charge and then Customer will pay, within thirty(30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to 25% of the remaining estimated charges during the year of termination, and for each subsequent Contract Year remaining in the Term. For purposes of this section, a Client's proper termination pursuant to the section below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

### Termination for Cause

Either Client or LFT shall have the right to terminate this agreement or any other agreement between the parties immediately upon prior written notice if either:

- 1) **Breach-** A breaching party breaches or defaults in the performance of any material provision or requirement, and such breach or default is not cured within fifteen (15) days after the non-breaching party has provided notice of a breach or default.
- 2) Appropriated Funding- One of the parties has applied for or consents to the appointment of a receiver, trustee, or liquidator, filed a voluntary petition-in-bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that party by a court of competent jurisdiction on the application of a creditor of such party, adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of sixty (60) consecutive days.

# Assignment

LFT shall have the right to assign this agreement to any person, firm, or corporation upon prior written consent from the Client so long as such written consent is not unduly withheld.

# Controlling Law and Severability

This agreement is and shall be governed by and construed in accordance with the laws of the Commonwealth of PA applicable to agreements made and performed in Pennsylvania. The parties hereto agree that any dispute in any manner arising out of this agreement shall be submitted for resolution by mandatory arbitration. The parties further agree that the laws of the Commonwealth of Pennsylvania shall apply to all disputes arising hereunder and that the exclusive and proper forum for the arbitration of disputes arising hereunder shall be in Bucks County, Pennsylvania. Notwithstanding any acknowledgment of a Client purchase order by LFT, any provision or condition in any purchase order, voucher, letter, or other memoranda of the Client, which is in any way inconsistent with or adds to the provisions of this agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this agreement. If any provision of this agreement is determined to be invalid, all other provisions shall remain in full force and effect.

### Force Majeure

LookFirst Technology, LLC's failure to perform any term or condition of this agreement as a result of conditions beyond its control such as, but not limited to, war, terrorist attacks, ransomware attack or cyberattack, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facility or servers, shall not be deemed a breach of this agreement.

# **AGREEMENT AUTHORIZATION**

The proposed Service Agreement is for a term of one (1) year. Balances that remain unpaid after the due date indicated on invoices are subject to a late payment charge of 1.5 percent per month (18 percent per year) together with expenses incidental to the collection, including reasonable attorney's fees and court costs.

Your signature below acknowledges that you have reviewed the complete document and understand and agree with the services and support provisions outlined within. If you wish LFT to proceed, please provide us with an executed copy of this agreement via fax, mail, or email at:

# LookFirst Technology, LLC

100 Highpoint Drive, Suite 104

Chalfont, PA 18914 Phone: (215) 996-1488

Fax:

(215) 822-9494

Email: kim.dundas@lookfirsttech.com

Thank you for allowing us the opportunity to support your organization and maintain your infrastructure. Please feel free to contact us!

Sincerely,

Kimberlie F. Dundas Director of Operations

Kimbalie Hundas

I authorize LookFirst Technology, LLC ("LFT") to provide the IT Services and Support contained within this agreement for the term specified.

SIGNATURE	DATE	
		Fo
PRINTED NAME and TITLE		

FORMAL CLIENT NAME

# TOTAL CARE AGREEMENT QUICK REFERENCE GUIDE

TOTAL CARE AGREEMENT COVERAGE	
Services and Support	Total Care
Access to Technical Support	Agreement
Telephone Support  LFT takes pride in providing personalized service. Our technical team will be available to handle support calls live during Regular Business Hours from 8:00 AM — 5:00 PM EST/EDT, Monday — Friday. Coverage for LFT's Extended Hours option appears in Exhibit A (if elected).	V
Systems Remote Access Should your problem require more than a simple phone call, our technicians will remotely access your IT system and work remotely to correct the issue quickly and efficiently.	Ø
On-Site Technician In the rare instance that an issue requires an on-site, "hands-on" solution, an experienced technician or engineer will be dispatched directly to your facility.	Ø
Workstations / Printers	
Hardware Failures  LFT will diagnose any computer or networking issues down to the hardware level. Hardware that is covered by the manufacturer's warranty will be replaced at no cost to the customer.	Ø
Workstations Operating System Patches and Drivers  LFT will provide installation of required service packs and patches on a regular basis, keeping your covered workstations up to date.	Ø
New Software Acquisition  Consultation will be provided prior to the acquisition of any new software.	Ø
Operating System Configuration  LFT will offer assistance/instruction regarding your operating system's control panel functionality.	Ø
Printer Diagnostic Services Printer driver troubleshooting and reinstallation are provided. Note: Hardware not specifically covered by the Total Care Agreement will be serviced at our Preferred Customer discounted billing rate.	V

New Hardware and Software Installation Services are billed at the Preferred Customer discounted billing rate if LFT purchases and installs the equipment on behalf of Client.	<b>§</b>
Servers	
<b>Diagnostic Services on Servers</b> Troubleshooting and preventive maintenance will be provided on all covered servers.	V
Server Operating System Configuration  LFT will offer assistance/instruction regarding your server operating system's control panel functionality.	V
Server Operating System Patches and Drivers  LFT will provide installation of required service packs and patches on a regular basis, keeping your covered network servers up to date.	
New Server Software Acquisition  Consultation will be provided prior to the acquisition of any new software.	
Network	
Network Design  LFT Network Engineers will work with your business to design an efficient network infrastructure to meet your business needs.	
Connectivity and Access  LFT will configure and maintain connectivity to shared system resources of managed equipment under the Total Care Agreement.	
Network Maintenance Telephone/remote assistance support on the use of the network operating system software (i.e., add users, add printer(s), setup of user permissions).	
Network Performance  LFT will troubleshoot and repair any network connectivity, routing, or performance issues of Managed Equipment* under the Total Care Agreement.  *Managed Equipment is all equipment that is covered under the manufacturers'	
warranty and of record in LFT's audit reports.	
Internet Performance Slow Internet or system performance will be diagnosed by a qualified LFT engineer.	$\overline{\checkmark}$
Internet Connectivity  LFT will diagnose and correct issues within the Client's network.  Note: LFT will work with the Client's Internet Service Provider ("ISP") to correct connectivity problems. LFT is NOT responsible for loss of connectivity caused by the Client's ISP.	V

Email	
Regular Maintenance We will maintain normal operational status (sending and receiving) of email.	V
Email Delivery Issues  LFT will diagnose and identify any email issues associated with non-delivery reports, providing technical resolutions when necessary.	V
Malware Prevention	
Anti-virus, Anti-spyware, Anti-Malware  LFT will manage appropriate security hardware and software, including configuration and scheduling pattern file updates. Clients are required to maintain licensing and support agreements with hardware and software providers through LFT.	Ø
Emergency Patch Management From time to time, software vendors will make emergency patches available to the IT community for particularly damaging vulnerabilities and exploits that are discovered. LFT will stay abreast of these outbreaks and update your equipment and systems on a regular basis.	Ø
Malware Removal and Troubleshooting  LFT will provide two (2) hours per incident for virus removal during  Regular/Extended Business Hours. Additional fees may apply for support  provided during Emergency Business Hours. Client must maintain a valid subscription license.	V
Malware Remediation, Response and Recovery We offer reformatting/repair of the system due to virus, ransomware or other malware infection that is unable to be removed.	\$
License Fees All license fees must be maintained by the Client.	8
Backup Services (Optional Service - See Exhibit A)	
Rebuild or Repair any Lost or Corrupted Data Files If optional Backup Service is NOT elected (Exhibit A), LFT will provide best effort consulting services to assist you in recovering lost or corrupted data where a viable backup is not available or being used.	\$
Equipment Coverage	
Hardware Failures  LFT will diagnose any computer or networking issues down to the hardware level. Hardware replacement cost is the responsibility of the Client.	

Reinstallation of Operating System  LFT will completely reinstall the operating system including all previous operating system patches, drivers, etc.	<b>\$</b>
Reinstallation of Applications due to Hardware Failure  LFT will completely reinstall—or coordinate the reinstallation of—all applications. (Client is responsible for providing installation media and maintaining installation configuration and support contracts with proprietary or customized software vendors).	\$
New Equipment/Upgrades	
Software and System Conflicts  Corrections of problems caused by system changes made without prior approval from LFT will be billable.	<b>§</b>
Installation/Configuration of New Equipment  LFT is available to install any new Client approved equipment or software.	\$
Business Operations Software	
Third-Party Software  LFT specializes in the installation of third-party supported, licensed software.	<b>§</b>
Additional Business Benefits	
<ul> <li>✓ Priority Call Handling</li> <li>✓ Discounted Project Work</li> <li>✓ Preferred Rates on Backup Services</li> <li>✓ Preferred Hourly Billing Rates</li> </ul>	

# Key to the above Total Care Agreement Quick Reference

✓ Covered by

S Additional Charges at Preferred Rates for Contract Clients

# **EXHIBIT A**

# THE LOOKFIRST TECHNOLOGY TEAM ASSIGNED TO THE

We are proud of our experienced team of professionals who are ready to serve you. As our organization continues to grow, our expansion allows for our technicians and engineers to specialize in various areas of expertise and stay ahead of the technology curve in our rapidly evolving industry.

The team specifically assigned to your account is:

#### Technical Team

- Richard Strang, IT Manager
  - Oliver Cavalli, Jr. Systems Administrator
  - o Bryce Martinez, Technical Customer Support
  - o Scott Matlock, Technical Customer Support

#### Administrative Team

- Kim Dundas, Director of Operations
- Lori Leahy, Administrative Assistant

We are a full-service IT firm, with additional staff readily available as needed, including software development engineers for unique Client solutions and security experts that manage international issues.

# **OPTIONAL SERVICES**

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**Cybersecurity Insurance Compliance:** 

**Extended Hours:** 

Website Maintenance Contract:

# **RECURRING IT SERVICES 2024**

\*\*Recurring fees as of 12/1/23 subject to change

**Software** 

Cost



# **Exhibits C: Required Documents**

- 1) Non-Collusion Affidavit
- 2) Disclosure of Ownership Form
- 3) An Insurance Requirement Acknowledgement Form
- 4) A Mandatory Equal Opportunity Notice Acknowledgement Form
- 5) Business Registration Certificate
- 6) Professional Services Entity Information Form
- 7) Qualifications Submission (in RFP)
- 8) Acknowledgement of Corrections, Additions and Deletions Form

#### **CHECKLIST**

#### PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: 11:00 A.M. JANUARY 10, 2024

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1.	Non-Collusion AffidavitX
2.	Disclosure of Ownership FormX
3.	Insurance Requirement Acknowledgment FormX
4.	Mandatory Equal Employment Opportunity  Notice Acknowledgment
5.	Copy of your <b>Business Registration Certificate</b> as issued by the State of New Jersey, Department of Treasury,  Division of Revenue
6.	Professional Service Entity Information Form X
7.	Qualifications SubmissionX
8.	Acknowledgment of Corrections, Additions or Deletions Form X

### Reminder

Please submit one (1) original and a flash drive in read only format along with your original copy of their sealed submission, by Wednesday, January 10, 2024.

## **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :
: SS. COUNTY OF :
I, Kimberlie F. Dundas of the city
of Doylestown, in the County of Bucks and
the State of New Jersey; of full age, being duly sworn according to law on my oath depose and say that:
I am Director of Operations
of the firm of LookFirst Technology, LLC
the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the North Hudson Sewerage Authority relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
Subscribed and sworn to before me this, 2014
Notary Public State of <u>Hennsylvania</u> My Commission Expires <u>May 11, 2026</u> (Signature of Professional)  (Type or print name of Affiant and Title under signature)
Commonwealth of Pennsylvania - Notary Seal Lori A. Leahy, Notary Public Bucks County My commission expires May 11, 2026 Commission number 1332762 Member, Pennsylvania Association of Notaries

#### STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of LookFirst Technology, LLC Organization:
Organization 100 Highpoint Dr Suite 104 Chalfont, PA 18914
Part I Check the box that represents the type of business organization:
Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
For-Profit Corporation (any type) Limited Liability Company (LLC)
Partnership Limited Partnership Limited Liability Partnership (LLP)
Other (be specific):
Part II
The list below contains the names and addresses of all stockholders in the corporation who wn 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST SELOW IN THIS SECTION)
OR
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or o individual partner in the partnership owns a 10 percent or greater interest therein, or no member a the limited liability company owns a 10 percent or greater interest therein, as the case may be. <b>SKIP TO PART IV</b> )

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Barbara G Smith	100 Highpoint Dr Suite 104 Chalfont, PA 18914

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kimberlie F. Dundas	Title:	Director of Operations
Signature:	Kimbalie Founders	Date:	1/9/2024

#### **INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM**

Certificate(s) of Insurance shall be filed with the Executive Director's Office upon award of contract by the North Hudson Sewerage Authority.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

#### PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurar	nce Requirement:	
Kmbale 40u (Signature)	rdas	1/ <b>9</b> /202 <b>4</b> (Date)
Kimberlie F. Dundas	Director of Ope	erations
(Printed	Name and Title)	

# MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the North Hudson Sewerage Authority, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the North Hudson Sewerage Authority to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the North Hudson Sewerage Authority during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPAN	1Y: LOOKFIRST LECTION	jy, LLC		
SIGNATI	JRE: Kimbelle Fr	DUIDUS PRINT NAME:	Kimberlie F. Dundas	
	Director of Operations	DATE: 1/9		
			•	

Certification 54224

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2022 to 15-MAR-2029

LOOK FIRST TECHNOLOGY 100 HIGH POINT DR., STE 104 CHALFONT PA 18914

ELIZABETH MAHER MUOIO State Treasurer

# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TREATON, N J 88846-0252

TAXPAYER NAME:

LOOK FIRST TECHNOLOGY LLC

ADDRESS:

100 HIGHPOINT DRIVE SUITE 104 CHALFONT PA 18944 EFFECTIVE DATE:

02/06/15

TRADE NAME:

SEQUENCE NUMBER:

1930250

ISSUANCE DATE:

02/07/15

New Jersey Division of Revenue

FORM-BRC This Certificate is NOV assignable or transferable. It must be constitutionally displayed at above address

(04-08), D205846V

### PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an INDIVIDUA	
Name: NAM	
Address:	
Telephone No.:	Social Security No.:
Fax No.:	E-Mail:
If individual has a TRADE NAME, give such trade r	name:
Trading As:	Telephone No.:
If the Professional Service Entity is a PARTNERSH	
Name of Partners: W/A	
Telephone No.:	Federal I.D. No.:
Fax No.:	E-Mail:
Social Security No.:	
Signature of authorized agent:	

If the Professional Service Entity is INCORPORAT	<b>ED</b> , give the following information:
State under whose laws incorporated: Delaware	
Location of principal office:100 Highpoint D	or, Ste 104, Chalfont, PA 18914
Telephone No.: <u>215-996-1488</u>	Federal I.D. No.: 90-01298238
Fax No.:	E-Mail: kim.dundas@lookfirsttech.com
Name of agent in charge of said office upon whom n	otice may be legally served:
CSC Global	
Telephone No.: 800-927-9800	Name of Corporation: Corporation Service Company
Signature: Klm bulie Hourdes	Ву:
Title: Director of Operations	Address: 251 Little Falls Drive, Wilmington DE 19808

### **SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:		
See RFP - included documentation		
<u> </u>		
2. References and record of success of same or similar service:		
See Included in RFP, reference list and letters		
<del></del>		

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):		
See included in RFP		
<del></del>		
4. Cost details, including the hourly r services and all expenses:	rates of each of the individuals who will perform	
See Included RFP Cost Sheet		
¥		
,		
Note: Attach additional sheets as necessary.		
Firm LookFirst Technology, LLC	Date: 1/9/2024	
Authorized Representative (Print): Kimberl		
Signature: Kmbeulil Fibunda	Title: Director of Operations	
Telephone No.: 215-996-1488	Fax No :	

#### ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Kimberlie F. Dundas			
of the firm LookFirst Tech	nology, LLC		
hereby acknowledge that a	any corrections, additions and	d/or deletions have been	
initialed and dated in this Submission Package.			
	Kinwelie Fr (Signature)	Deudas	
	Kimberlie F. Dundas (Type or print name of Affunder signature)	Director of Operations fined and Title,	
	1912024		

**END OF SUBMISSION PACKAGE**