

Contract for Hardware Maintenance and Repair

This contract is between the Florida Senate (Senate), as awarded, and BLM Technologies of Florida LLC, a Florida limited liability company registered to do business in Florida, d/b/a EvolvTec, with a principal address of 4370 Oakes Road, Suite 700, Ft. Lauderdale, Florida 33314 (Contractor).

The Senate requires the Contractor to provide services as described herein. The goal of the competitive solicitation process was to seek Hardware Maintenance and Repair services from a qualified vendor.

Contract Documents

This Contract between the Senate and the Contractor is comprised of this document and the following documents which are integrated into and made part hereof. In the event that there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Exhibits and Attachments, the conflicting provisions will be given the following precedence:

- a. Contract for Hardware Maintenance and Repair,
- b. Request for Proposal RFP #875, as adjusted by any addenda to the RFP, including the Questions and Answers to the RFP
- c. Contractor's Proposal

Hardware Maintenance and Repair and Deliverables

The Hardware Maintenance and Repair include the following specified deliverables as contained in the Scope of Services in the RFP including, but not limited to, the following specified deliverables:

- a. Maintenance and Services of the current itemized list of equipment attached hereto as the Exhibit "A", Attachment I-2A, Senate-Tallahassee/Statewide, Itemized Hardware List, and incorporated herein by reference.
- b. Reports submitted in the manner specified by the RFP, Monthly Inventory Reports, Section 3.6, and approved by the Senate.

Additionally, the performance of Hardware Maintenance and Repair shall be responsive to the maintenance needs of the Senate, providing quality service and dedicated services providers/technicians.

Contract Term; Renewal

The Contract shall become effective upon the later of execution of the contract or August 1, 2015, and shall continue in effect for three (3) years.

The Parties may renew the Contract, in whole or in part, for up to three (3) one-year renewals at or lower than the prices specified in this Contract. If Contractor agrees to pricing concessions, the renewal shall specify the adjusted price

The Senate will not be charged any additional costs or expenses for the renewal. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

Performance Credits

Time is of the essence in performing the Services herein. The Contractor agrees that untimely performance will damage the Senate, but by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The Parties agree that it is in their best interests to agree upon a reasonable amount of performance credit for failure to meet a performance standard of timeliness. The Parties agree that for all services not resolved to the satisfaction of the Senate and/or in the time required in the Scope of Work, a penalty of 5% credit of the total monthly maintenance charge shall be applied. Penalties will not be assessed during the first three months of the proposal award.

Consideration

The Consideration for this Contract is contained in Exhibit A, as modified by the monthly inventory list and reporting process in the RFP

Travel is included in the total cost of the Contract.

Termination for Convenience

The Senate may terminate the Contract, in whole or in part, upon providing thirty (30) days written notice to the Contractor. The Senate shall reimburse the Contractor for costs actually incurred for authorized services satisfactorily performed prior to the notice of termination

Termination for Cause and Remedies of the Senate

Any one or more of the following events shall constitute an Event of Default on the part of the Contractor.

- a.) Contractor fails to provide the Hardware Maintenance and Repair as required under the Contract;
- b.) Contractor discontinues the performance of the work required under the contract;
- c.) Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due any state or federal government;
- d.) Contractor made or has made a material misrepresentation or omission in any materials provided to the Senate;

- e.) Contractor commits any material breach of the Contract; or
- f.) Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapters 11, Florida Statutes, made or received by the Contractor in conjunction with the Contract and not otherwise deemed confidential, proprietary or a trade secret.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the Senate is entitled to one or all of the following remedies.

- (a) *Equitable Relief.*
- (b) Monetary Damages (including any re-procurement costs).
- (c) Termination of Contract.

Contractor Personnel

Prior to the performance of any service, the Contractor shall provide written notification to the Senate's Contract Manager of the names of any employee/person providing services at any location and provide a copy of the employee's/person's most recent clean background check for its approval. All employees/persons proposed by the Contractor to perform the services are subject to approval by the Contract Manager in its sole discretion.

Subcontractors

Any approved subcontractor shall perform work pursuant to the terms and conditions of this Contract and shall comply with all terms and conditions. The Senate shall have no liability of any kind for subcontractor demands, loss, damage, negligence or any expense relating, directly or indirectly, to subcontractors or for non-payment by the Service Provider. The Contractor shall be fully responsible for any and all work performed.

The Contractor shall not use any subcontractors or third party contractors without the prior written consent of the Senate's Contract Manager.

Choice of Law and Venue

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida, in any such action, Florida law shall apply and the parties waive any right to jury trial.

Availability of Funds

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Senate and applicable for the purpose of the services specified.

Payment Terms

The Contractor shall submit monthly invoices in sufficient detail for a proper pre-audit and post-audit thereof, using the manner specified by Attachment F, Monthly Inventory Report Format, for the cost amount appearing on the invoice. All payments will be made monthly in arrears.

The Contractor agrees that the terms and conditions of invoicing and payment are governed by sections 2.15 and 2.151, Joint Policies and Procedures of the Presiding Officers.

Insurance

The Contractor shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverages to adequately protect the Senate from any and all liability and property damage hazards which may result in the performance of the Contract. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Senate shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor shall furnish the Senate an insurance certificate which will evidence that all of the appropriate coverage's are fully in effect.

Indemnification

The Senate intends that the Contractor be fully liable for the actions of its agents, employees, partners, or subcontracts and shall fully indemnify, defend and hold harmless the Senate and its officers, agency and employees from suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners or subcontractors to the fullest extent allowed by Florida law

Limitation of Liability

Neither the Senate nor the Contractor is liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Senate may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Senate may set off any liability or other obligation of the Contractor under any contract with the Senate.

Representations

Contractor understands that any misstatements or lack of candor by Contractor about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of Contractor's services by the Senate. Contractor represents further that it has had the opportunity to seek counsel and is not under duress from the Senate or any other person.

Taxes

The Senate does not pay any state or Federal taxes and all fees are exclusive of any taxes.

Waivers

The Senate shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Senate. No delay or omission on the part of the Senate in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions

Prohibition Against Assignment

This Contract may not be assigned by the Contractor, in whole or in part, except by prior written authorization by the Senate's Contract Manager.

Warranties

The Contractor warrants that it is qualified and possesses the requisite skills, knowledge, experience and necessary staff to provide the services as stated in this Contract. The Contractor shall devote such time and effort to the performance of the services as may be necessary to satisfactorily complete the Services as authorized herein. The Contractor agrees that its performance of any other services during the Contract Term will not interfere with the faithful and timely performance of this Contract

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes, or on any other state or the federal government. The Contractor shall immediately notify the Senate in writing if its ability to perform is compromised in any manner during the term of the Contract.

The Contractor warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Contractor warrants that it shall use reasonable endeavors to maintain continuity in its staff engaged to provide the Services. The Contractor will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, virus, spyware, backdoors or other deleterious components. The Contractor shall work with and cooperate with the Senate's personnel and or contractors. The Contractors will obey all pertinent rules and regulations communicated to it by the Senate while on the State of Florida's premises.

Notices

All legal or other notices and other communications required or permitted to be given under this Contract other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking

delivery, or confirmed facsimile or electronic mail with a copy sent by another means specified herein, addressed to the respective parties as follows:

To Senate: The Florida Senate
Florida Senate Information Technology, CIO
111 West Madison Street
Tallahassee, FL 32399-1400

To Contractor. BLM Technologies of Florida LLC
d/b/a EvolvTec
4370 Oakes Road, Suite 700
Ft. Lauderdale, FL 33314

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

Contract Manager

The Contract Manager on behalf of the Senate is the Senate CIO, Bob Endress, 111 W. Madison Street, Tallahassee, FL 32399-1400. The Contract Manager on behalf of the Contractor is Jim Jones, 3471 N. Monroe St, Suite E, Tallahassee, FL 32303. All written and verbal approvals referenced in the Contract must be obtained from the parties' contract managers or their designees, and all notices must be given to the parties' contract manager.

Public Records

Unless specially exempted by law, all records made or received by the Contractor in conjunction with this Contract may be public records available for inspection by the public in accordance with the provisions of Article I Section 24, Florida Constitution, and section 11.0431, Florida Statutes. If the Contractor receives a request for public records, the Contractor shall immediately notify the Senate's Contract Manager of the request and shall coordinate the production of records to the requestor with the Senate's Contract Manager. However, in order to assure that records subject to any exemption are not disclosed, the Contractor shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Senate's Contract Manager. Refusal of the Contractor to allow public access to such records after approved by the Senate's Contract Manager shall constitute grounds for termination of this Contract.

Best Pricing Provision

The Senate requires that the cost, rates, and terms offered to the Senate during the terms of the Contract are at least as favorable as the cost, rates, and terms offered to Contractor's similarly situated users. The Contractor may be requested to complete an affidavit confirming that its prices charged to the Senate meet this contractual requirement.

Entire Contract

This Contract constitutes the entire understanding of the parties to it and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both parties.

Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Senate:

Reynold Meyer
By: Reynold Meyer
Title: Chief of Staff
Date: 21 July 2015

Contractor:

Jim Jones
By: Jim Jones
Title: UPoS Engineering Services
Date: 7/29/15