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SINGLE SOURCE AWARD **BID # SS-13533-23**

Subject: Maintenance and Support for the "Reliavote" Vote-By-Mail System for the Supervisor of Elections Office

Department: Duval County Supervisor of Elections

Description of Purchase:
The "Reliavote" system (sorter and inserter) is a proprietary fully-integrated mailing solution offered by DMT Solutions Global Corporation dba BlueCrest for the processing, mailing, and receiving of absentee ballots. The Reliavote system was first purchased by the Duval County Supervisor of Elections Office in 2006. SS-11947-22 authorized the system to be upgraded to current models.

Recommend approval of a Single Source award to DMT Solutions Global Corporation dba BlueCrest to provide the maintenance and support of the current Reliavote sorter and inserter purchased via SS-11947-22. Period of service will be from the date of executed contract through September 30, 2033 (the expected lifespan of the equipment) with the option to terminate the contract early if the equipment needs to be replaced prior to September 30, 2033. Total not-to-exceed expenditure amount for FY23 will be $66,037.35. Total not-to-exceed award amount will be $956,649.35.

Funding for this award will be encumbered from account 00111.610001.546620.000000.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via Purchase Orders.

Single Source Award To: DMT Solutions Global Corporation dba BlueCrest

Price Justification: See attachment

Total Award: $956,649.35 **Requisition #:** SEEL-500040-23

Attachments: Agency Memo, SS Justification Form, Supplier Letter & FY23 Quote, Service Agreement, Previous Award

Certification as to Single Source: Robert Phillips, Chief Elections Officer, Duval County Spvr. of Elections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

Mike Hogan
Supervisor of Elections
105 E. Monroe St.
Jacksonville, FL 32202
PH (904)630-1414
FX (904)630-2920

November 16, 2022

Re: Expressvote sales order

Dustin Freeman, Chief
Procurement Division
117 West Duval St, Suite 335

Dear Dustin:

This requisition is for the renewal of the Reliavote Equipment Maintenance Agreement. The Reliavote is a fully integrated mailing solution used for the processing, mailing and receiving of absentee ballots. DMT Solutions/Bluecrest is the proprietary owner of this software and there is no other vendor who could provide software upgrades as well as hardware repair and preventative maintenance. We are asking that you award this for renewal annually for the anticipated lifespan of the system, approximately 10 years, $956,649.35 to DMT Solutions.

This anticipates a 7.9 % increase annually for 10 years.

Please do not hesitate to contact me if I can provide any further information or assistance.

Sincerely,

Robert Phillips
Chief Elections Officer
Duval County Supervisor of Elections

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Supervisor of Elections
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Annual Maintenance agreement for DMT solutions Global Corp (dba Bluecrest) Reliavote absentee mailing systems. Provides maintenance and software upgrades by this vendor. Maintenance for all vote by mail processing for Duval County
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	DBA Solutions Global Corp (dba Bluecrest) is the proprietary owner of the software used to operate the Reliavote system. DMT Solutions Global Corporation (dba Bluecrest) is the only vendor with the capability of updating and maintaining the software for the Reliavote.
4. Date of Request	11/15/2022

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Click here to enter text.]

6. Other Documentation (Check and attach all that apply)

☐ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

BLUECREST

October 25, 2021

Via Email
City of Jacksonville Procurement Department
214 N. Hogan Street
Jacksonville, Florida 32202

Re: ***Sole Source***

DMT Solutions Global Corporation, a Delaware corporation doing business as BlueCrest ("BlueCrest"), hereby confirms that each of (i) the FPS Inserter (ZX06/65693) and embedded software and (ii) the Olympus Sorter (SR8M/2189) and embedded software are BlueCrest sole source products (each a "Sole Source Product", and collectively, the "Sole Source Products").

BlueCrest is the only company in North America that is authorized to license, service, and/or provide professional services for the Sole Source Products and the only party authorized to access the source code of any Sole Source Product. Further, the warranty on a Sole Source Product is voided if any party other than BlueCrest provides maintenance service on such Sole Source Product.

Should you have any questions regarding the content of this letter please contact Tim Rodriguez at any time

Sincerely,

Tim Rodriguez

Tim Rodriquez
Vice President, Global Services
BlueCrest

BlueCrest, Inc
37 Executive Drive
Danbury, CT 06810
T +1 916 708 5596
F +1 203 617 3304

BLUECREST

Tim Rodriguez
Senior Vice President, Global Services

BlueCrest
37 Executive Dr
Danbury, CT 06810

DUVAL COUNTY SUPERVISOR OF ELECTIONS
1 Imeson Park Blvd
Jacksonville, FL 32218-5605
Attn: Accounts Payable

Dear Client,

On behalf of BlueCrest, thank you for allowing us the opportunity to be your solutions provider. We understand you have many choices, yet you chose to partner with us.

This renewal notification confirms the renewal of maintenance services to be performed by DMT Solutions Global Corporation d/b/a BlueCrest (hereinafter "BlueCrest").

Your On-Call Support Agreement ("SA") will automatically renew as follows:

System:	Inserter and Sorter
Model (Serial):	ZX06 (0065693), SR8M (0002189)
SA Term:	October 1 2022, through September 30, 2023
SA Price:	$66,037.36

BlueCrest is known for our world-class customer satisfaction and commitment to providing exceptional service to customers around the globe. We know what it takes to meet the 24/7 demands of high-volume mailers.

- Our service organization is comprised of more than 1,500 skilled Customer Service Representatives (CSR's),Technical Support Specialists, Engineers, Project Managers and ServiceConsultants.
- We put the latest service technology to work for you. Our CSR's use wireless devices for fast customer call response, real-time access to equipment information and easy replacement parts ordering. An online Customer Support Website puts the latest technical documentation only a click away.
- We also leverage an advanced Service Management System to better track problem resolution, measure performance and drive continuous improvement. When necessary, experts at our Technical Assistance Center stand ready to assist.
- Effective January 15th, 2022 our labor rate will be $275 per hour with a 4-hour minimum portal to portal. Please note that all contractual labor rates currently in effect will remain unchanged until the expiration of your current contract. The new rates referred to above will be applicable upon contract renewal.

For your convenience, service can be placed over the phone or online:

- Call BlueCrest Customer Service at 844-622-2583, Monday through Friday, 8am-8pm (EST) and provide your equipment model and serial number.
- Visit bluecrestinc.com 24/7 and scroll to the bottom of the web page & click on 'Request Service'.
- If you haven't used our online services before, you can simply set up an account by visiting bluecrestinc.com scroll to the bottom of the web page click on orange button "Request Service" click on Register enter your email address, user name, password, and confirm password click on orange button "Register". Once you have registered, you will receive an email once everything has been finalized.
- Not only can you request service, you can also shop for supplies, manage your equipment inventory pay invoices, and much more. You can also check the status of your Service Request, whether it was placed via the phone or online.

Thank you for your continued business with BlueCrest; we are committed to maintaining a long-term relationship with you.

Sincerely,

Tim Rodriguez

Tim Rodriguez
Senior Vice President, Global Services BlueCrest
AGR-000000817-3

ON-CALL EQUIPMENT MAINTENANCE AGREEMENT

This On-Call Equipment Maintenance Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022 by and between DMT Solutions Global Corporation d/b/a BlueCrest, having a place of business at 37 Executive Drive, Danbury, Connecticut 06810-4148 ("BlueCrest"), and Duval County Supervisor of Elections, having a place of business at 1 Imeson Park Boulevard, Jacksonville, Florida 32218-5605 ("Client").

1. SCOPE AND TERM OF AGREEMENT

1.1 This Agreement is for on-call maintenance of the products identified on Schedule A (the "Products").

1.2 This Agreement shall be effective and on-call maintenance shall commence as of the date set forth on Schedule A ("Service Date") "), if, and only if, BlueCrest has received a correct purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) from Client with respect to such annual on-call maintenance at least five (5) business days prior to the Service Date, and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms unless one party provides the other party ninety (90) days' prior written notice of its intent to terminate the Agreement upon the expiration of the then current term. Upon any automatic renewal of this Agreement, the on-call maintenance services shall continue uninterrupted provided that BlueCrest has received a correct purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) from Client with respect to such renewed on-call maintenance services at least five (5) business days prior to the applicable anniversary of the Service Date.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate this Agreement upon one (1) business day's written notice to Client if Client breaches any payment provision of this Agreement and such payment breach is not cured within ten (10) business days after receipt of written notice of such breach from BlueCrest.

2. BASIC SERVICE SUPPORT

2.1 BlueCrest shall perform such maintenance services with respect to Products, including providing adequately trained and qualified Client Service Representatives ("CSRs"), as described in Schedule B hereto.

2.2 Maintenance activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

2.3 Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

2.4 Software and firmware maintenance shall be provided by BlueCrest under this Agreement as set forth in Schedule C.

2.5 Notwithstanding anything in this Agreement to the contrary, BlueCrest will not be responsible: (i) for maintaining any Products that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the Product; (iii) if the Product is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Product; (v) unqualified operators' use of the Product; (vi) use of the Product in a manner not intended; (vii) use of the Product to process applications not previously approved in writing by BlueCrest; or (viii) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Product that occurred after Client accepted the Product. BlueCrest will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule B will be provided at BlueCrest's rates in effect at such time.

2.7 Obsolescence

From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for maintenance for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply.

Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

2.8 Nonsolicitation

Client agrees that during the term of this Agreement and for a period of six (6) months after the termination of this Agreement, it will not hire or solicit for employment any employee with whom it has had contact in connection with the performance of this Agreement, provided, however, that the foregoing provision shall not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client, (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of Document Messaging Technologies generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this Section 2.8 shall survive termination of this Agreement as necessary to affect its purpose.

3. MAINTENANCE CHARGES AND PAYMENTS

3.1 Commencing on the Service Date, Client shall pay to BlueCrest the annual on-call maintenance fees set forth in Schedule B. In connection with any automatic renewal of this Agreement pursuant to Section 1.2, BlueCrest may increase the annual on-call maintenance fees set forth in Schedule B without notice to Client provided such increase does not exceed three percent (3%). In the event that BlueCrest determines that an increase of more than three percent (3%) is required, it shall notify the Client of such price increases not less than thirty (30) days prior to the expiration of the then current term. Within thirty (30) days after its receipt of such notice, Client may terminate this Agreement by delivering to BlueCrest written notice of its desire to terminate, which notice must include the Client account number and be sent to BlueCrest at the address on page 1, Attention: Finance, by certified mail, return receipt requested. Any such termination by Client shall be effective ten (10) business days after BlueCrest's receipt of the notice of termination. If no such notice is received the Agreement shall continue at the rates contained in the notice sent to Client. In the event Client notifies BlueCrest that it desires to have additional Products covered under this Agreement, modifications to this Agreement will be made by mutual agreement.

3.2 BlueCrest will invoice Client for maintenance charges in advance (or for any *pro rata* portion thereof) as of the Service Date and annually thereafter. Such invoices are due thirty (30) days after the date of the invoice. If Client payment is not made in full on or before its due date, (x) Client will pay BlueCrest a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or the maximum rate allowed by law) until paid in full, and/or (y) BlueCrest may suspend all on-site maintenance services until such time as all past due maintenance fees are paid in full. For each dishonored or returned payment, Client will pay BlueCrest the applicable returned item fee. In the event that charges due and owing have not been paid by Client and BlueCrest brings an action to collect such charges, Client shall pay BlueCrest for all costs and fees (including reasonable attorneys' fees) incurred in the collection of any unpaid amount.

3.3 For Products added after the Service Date, BlueCrest will invoice Client for monthly maintenance charges on a *pro rata* basis.

3.4 If Client requests any on-call maintenance services outside of defined service personnel hours (Monday through Friday 8:00am – 5:00pm excluding BlueCrest observed holidays), BlueCrest will invoice Client for additional fees that result from such services according to Schedule B and Client acknowledges and agrees that it shall pay all such additional fees within thirty (30) days after the date of the applicable invoice therefore regardless of whether or not a purchase order has been issued for or is required in connection with such additional services.

3.5 Each of BlueCrest and Client acknowledge and agree (a) that Client shall issue to BlueCrest a purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) for the annual on-call maintenance fees at least five (5) business days prior to the Service Date and each anniversary thereof unless this Agreement has expired or has otherwise been terminated, (b) that any terms and/or conditions set forth on Client's purchase order (and/or other document) shall be void and of no force and effect, and (c) that this Agreement sets forth all of the terms and conditions with respect to the provision of on-call maintenance services.

4. OUTAGES

4.1 Once at the Client site, the CSR has sixty (60) minutes to diagnose the problem. Once the problem is diagnosed, a time estimate for resolution shall be provided to the Client.

4.2 If the problem is not diagnosed within sixty (60) minutes, the CSR will escalate to a Senior CSR ("Senior CSR") and the service manager. The Senior CSR shall try to diagnose the problem over the phone based on the symptoms described by the CSR. A decision will be made by the Senior CSR to go to the site if unresolved. The Client and service manager shall be notified of the status as well as the estimated time of arrival of the Senior CSR.

4.3 Once at the Client site, the Senior CSR has sixty (60) minutes to diagnose the problem. If the senior CSR does not diagnose the problem, the Front Line Specialist ("FLS") shall be notified for the purpose of determining whether additional support is required.

4.4 If parts are required for diagnoses, confirmation on parts availability must be made and the Client, as well as service management, must be informed.

5. TERMS AND CONDITIONS

5.1 Taxes. Client shall pay all federal, state and local sales, use, property and excise taxes imposed on or with respect to this Agreement or the services provided hereunder.

5.2 Indemnification

(a) BlueCrest shall indemnify and defend Client and its officers, directors, and employees (collectively referred to in this Section as "Client"), against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) of third parties resulting from bodily injury or death to any person or tangible personal property damage, to the extent that such injury or damage is caused by BlueCrest's gross negligence or willful misconduct in its performance of services while on Clients' business premises.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible personal property damage as described above, Client shall immediately notify BlueCrest. BlueCrest shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If BlueCrest does not appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of BlueCrest. In such event, (1) Client shall be permitted to control the defense of such claim and shall keep BlueCrest advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of BlueCrest; and (3) no settlement or compromise shall be made without the prior written consent of BlueCrest, which consent shall not be unreasonably withheld.

5.3 Default

If a material breach by either party of any of its obligations or responsibilities under this Agreement is not cured within thirty (30) days after the other party notifies the breaching party thereof, the non-breaching party may by notice to the breaching party terminate this Agreement.

5.4 No Implied Warranties

BLUECREST DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 Limitation of Liability

a. BLUECREST'S TOTAL LIABILITY FOR ANY COST, LOSS DAMAGE OR OTHER POTENTIAL OR ACTUAL EXPENSES ARISING DIRECTLY OUT OF THE EXECUTION, PERFORMANCE OR SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PAYMENTS MADE BY CLIENT TO BLUECREST HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, BLUECREST SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF BLUECREST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BLUECREST SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

5.6 Force Majeure

Neither party will be held responsible or incur any liability for any delay or failure to perform under this Agreement if such delay or failure results from causes beyond its reasonable control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, delays in transportation or delivery, inability of suppliers to deliver, embargo, action of civil or military authority, natural disaster, infectious disease, epidemic, pandemic, quarantine, judicial or governmental action or requirement, or acts of God.

5.7 Independent Contractor Relationship

Services by BlueCrest's employees, or persons under contract to BlueCrest, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

5.8 Complete Agreement

This Agreement, along with the Schedules attached hereto, shall be the total and complete understanding of the parties, as to the subject matter of the Agreement, superseding all prior negotiations and discussions between the parties and cannot be modified, waived or amended except as agreed to in writing by both parties.

5.9 Confidentiality

Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other party, disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public

knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.

5.10 Miscellaneous

(a) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof. Client may not assign any interest in this Agreement without the prior written consent of BlueCrest, which shall not be unreasonably withheld or delayed; any purported assignment without such consent shall be null and void. BlueCrest may assign this Agreement without Client consent to any entity or person that acquires all or substantially all of the assets or equity of BlueCrest, through sale, merger, consolidation, or otherwise.

(b) This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

(c) Failure to enforce any rights hereunder or under law, irrespective of the length of time for which said failure continues, shall not constitute a waiver of those or any other rights.

(d) Captions used herein are for the convenience of the parties and shall not be used in construing the meaning of this Agreement.

(e) If any of the provisions of this Agreement shall be invalid or unenforceable, such provision(s) shall not render the entire Agreement unenforceable or invalid but rather this Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

(f) The terms and conditions of Sections 3, 5 and 6 of this Agreement shall survive the termination of this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and together they shall constitute one and the same instrument.

6. NOTIFICATIONS

Any notices or other communications pursuant to this Agreement by either party shall be communicated in writing, shall be effective upon receipt and shall be personally delivered or sent via U.S. registered or certified mail, first class postage prepaid. Any notices or communications shall be sent to the parties at their addresses set forth in this Agreement unless a party otherwise notifies the other party. Notices or communications to Client shall be sent to the attention of _____. Notices or communications to BlueCrest shall be sent to the attention of President, BlueCrest.

IN WITNESS WHEREOF, the undersigned hereby execute this On-Call Equipment Maintenance Agreement on behalf of the parties as of the date first above written.

DMT SOLUTIONS GLOBAL CORPORATION dba BLUECREST

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

DUVAL COUNTY SUPERVISOR OF ELECTIONS

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

SCHEDULE A

EQUIPMENT COVERED UNDER MAINTENANCE AGREEMENT:

Products model and serial number:

Inserter:	ZX0B-0217637
Sorter:	STV1-0004264

Location: Duval County Supervisor of Elections
1 Imeson Park Blvd
Jacksonville, FL 32218-5605

Service Date: TBD, if, and only if, BlueCrest has received a correct purchase order (and/or any other document required by Client for the issuance and payment of a BlueCrest invoice) from Client with respect such on-call maintenance.

SCHEDULE B

PRICING – *Effective dates of the Agreement: TBD*

Pricing: $66,037.36 for initial year term.

Price includes: On-call service coverage, parts and labor, Monday through Friday 8:00am – 5:00pm excluding BlueCrest observed holidays. On-call technical support (supporting up to 2 elections (Pre-Election and Post-Election support) with number of annual ballots of 150,000 ballots per election.

Extended Hours of Coverage at the rates described in the table below:
BlueCrest shall invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard BlueCrest standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, two hour minimum.

SCHEDULE C

SOFTWARE MAINTENANCE SCHEDULE

1. SCOPE AND TERM OF SCHEDULE

1.1 This schedule relates to maintenance for BlueCrest software and/or databases, as well as for software and databases developed by third parties and distributed under license by BlueCrest (collectively the "Licensed Programs"), all as further described in Schedule A to this Agreement to which this Schedule C is attached and made a part thereof. This schedule does not cover operating system (i.e. Windows) security patch implementations (to be contracted separately). BlueCrest agrees to provide to Client and Client hereby subscribes to Software Maintenance Services ("SMS") and Database Services ("DBS") for the Licensed Programs subject to the following additional terms and conditions:

1.2 The term of this schedule for SMS and DBS will be the same as described in Schedule A. Termination of the Agreement will automatically terminate this Schedule C without further action by either party. The services provided herein will be included in the fees detailed in Schedule B. Similarly, termination of the agreement pursuant to which the Licensed Products were licensed shall result in termination of this Schedule C.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate this Schedule C upon one (1) business day's written notice to Client if Client breaches the payment provision of this Agreement, and such breach is not cured within ten (10) business days after receipt of written notice from BlueCrest.

2. SOFTWARE MAINTENANCE SUPPORT

2.1 Software Maintenance. Software maintenance will consist of fixes made from time to time to the Licensed Programs ("Fixes").

2.2 Fixes. Fixes to the Licensed Programs may include all or part of the following:

- Fixes to previously reported "bugs" to the Licensed Programs
- Technical improvements to the Licensed Programs

2.3 Client shall be advised of required Fixes made to the Licensed Programs during the term of maintenance support. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Licensed Programs which have been modified by Client or BlueCrest may require additional modifications, for which there will be an additional charge.

2.4 Upgrades and Version Releases. Upgrades and version releases to the Licensed Programs may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release ("Upgrade(s)"). Version releases incorporate all of the Upgrades, including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to a Licensed Program that has been modified by BlueCrest at Client's request ("Modified Licensed Programs") may require additional modification, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Licensed Program was licensed.

2.5 DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.

2.6 Notwithstanding anything in this Schedule to the contrary, BlueCrest will not be responsible under this Schedule: (i) for maintaining any Licensed Programs that Client has failed to operate properly on the approved platform; (ii) if the Licensed Programs are not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (iii) if the inability of any Licensed Program to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Licensed Program or failure to install updates, Version Releases, Upgrades or Version releases; (iv) unqualified operators' use of the Licensed Programs; (v) use of the Licensed Programs in a manner not intended; (vi) use of the Licensed Programs to process applications not previously approved in writing by BlueCrest; (vii) if the Licensed Programs have been operated with other media, not meeting or not maintained in accordance with the manufacturer's specifications; or (viii) where Client's service issue results from a problem

other than from the Licensed Programs. If BlueCrest performs any SMS or DBS as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. BlueCrest is not responsible for maintaining software and/or hardware that communicates or operates with the Licensed Programs, and Client hereby agrees to indemnify and hold harmless BlueCrest in the event that any such communicating or operating software or hardware causes loss or damage to the Licensed Programs or related equipment. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Licensed Programs that occurred after Client accepted the Licensed Programs.

2.7 If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the programs licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

SINGLE SOURCE AWARD **BID # SS-11947-22**

Subject: Upgraded "Reliavote" Vote-By-Mail Sorter and Inserter for the Supervisor of Elections Office

Department: Duval County Supervisor of Elections

Description of Purchase:
The "Reliavote" system (sorter and inserter) is a proprietary fully integrated mailing solution offered by DMT Solutions Global Corporation dba BlueCrest for the processing, mailing, and receiving of absentee ballots. The Reliavote system was first purchased by the Duval County Supervisor of Elections Office in 2006. The existing hardware has reached end of life.

Recommend approval of a Single Source award to DMT Solutions Global Corporation dba BlueCrest to upgrade the current Reliavote sorter and inserter to the latest models. Period of service will be a one-time purchase. Total not-to-exceed expenditure amount is $854,969.00.

Funding for this award will be encumbered from account 00111.610001.564290.000000.00000000.00000.0000000 and executed by purchase order(s).

Single Source Award To: DMT Solutions Global Corporation dba BlueCrest

Price Justification: See attachment

Total Award: $854,969.00 **Requisition #:** N/A

Attachments: Agency Memo, Single Source Request Form, Supplier Letter & Quote

Certification as to Single Source: Robert Phillips, Chief Elections Officer, Duval County Spvr. of Elections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 1/20/2022

ACTION OF AWARDING AUTHORITY DATE: 1-21-22

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM GB-113, Revised 12/2007