



EagleTree Technologies
Information Technology/Maintenance Service Contract
RFP Number- 2020-100

This Information Technology Service Contract (this "Contract") is made effective as of July 01, 2020, by and between Franklin County School Board ("FCSB") of 85 School Road, Eastpoint, Florida 32328, and EagleTree Technologies ("ETT") of 111 Avenue C, Apalachicola, Florida 32320. In this Agreement, the party who is contracting to receive the services shall be referred to as "FCSB", and the party who will be providing the services shall be referred to as "ETT".

1. EXPERIENCE. ETT is a local Managed Technology Company with over 30 years combined experience in the Technologies fields. We have managed many different agencies such as HealthCare, Local Government, Sheriff's Office, and Education. We are giving 24-hour service that are required by clients and are a phone call away for these local agencies day and night. While, working with all these agencies daily we have had the opportunity to work thru many different problems and issues. ETT is a full Managed Contracted IT Department that has experience but not limited to the situations listed below.

- Built Full Scale Wired and Wireless Networks
- Planned Networks Multiple Sites into a Single Network
- Replaced or upgraded aging Networks
- Planned Security of Networks
- Planned and Implemented Disaster Recovery Situations
- Managed Day-to-Day operations of hundreds of users and thousands of devices
- Implemented Electronic Medical Records and Sheriff's Records Management Systems
- Planned and Implemented Virtual Server Environments
- Help Desk Support for many different clients and situations
- Managed many different Email Systems
- Phone Systems of many different types
- Acted as IT Director for numerous agencies
- Worked with many different types of Budgets
- Planned the network of new buildings with hooking into existing networks or new networks

2. SCOPE OF WORK SERVICES PROVIDED. Beginning on July 01, 2020 until June 30 2021, ETT will provide FCSB the following services (collectively, the "Services"):

1. ETT will provide network services in the form of design, security, the planning of network disaster recovery, maintenance and setup of FCSB's network consisting of wired and wireless infrastructure and any hardware or software to deliver testing or daily learning programs to the students that is required by state standards, by the school district administration or the authorized School Board representative.
2. ETT will provide technology research for new or existing systems, including quotes, for systems, software selection, deployment and compatibility testing for integration of new products for FCSB.



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3. ETT will provide the Maintenance and installation of new or existing products that FCSB has purchased or acquired ranging from, but not limited to: routers, servers, software, switches, firewall, web filters, computers, access points, cameras, projectors, printers, scanners, and copiers. Installation includes attaching or installing any type of digital or media device in location for use. Installation also includes installing or running data or communication wiring to ensure the products or service has the appropriate connection or connectivity within a single defined space (room).
4. ETT will Provide school software support including but not limited to maintaining the user database for all software/programs, set- up and/or provide training for teachers and applicable support staff, and maintain the Google Admin Console.
5. ETT will provide support services by utilizing a remote access program to gain control of end users workstations when ETT is not on site
6. Maintain the user databases for all education software/programs as requested by FCSB. Work with MIS to create integrations between software programs and student information systems as they become available
7. Work with software/hardware vendors to set-up and/or provide initial and “as needed” training sessions for teachers and applicable support staff.
8. ETT will operate and setup, FCSB’s Audio-Visual equipment, as requested by FCSB personnel for the purpose of formal school events such as Graduation, Veteran’s Day Program, etc.

3. SCOPE OF WORK- ADDITIONAL TECHNICAL SERVICES (Grant-Funded):

Beginning on July 01, 2020 until June 30, 2021, ETT will provide FCSB the following services (collectively, the "Additional Services"):

1. Various Technical Services to ensure adequate security controls are in place on systems to protect the integrity, availability, and confidentiality of information and promotes and supports information security.
2. Develops, evaluates, and manages system security across the network.
3. Implements and Manages technology electronic inventory management system with bar codes.
4. Performs additional tasks such as but not limited to obtaining quotes, assisting with bids, making recommendations for and/or coordination of converting paper files to an electronic data management and storage system.



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4. CLIENT.

- Provide ETT with a reasonable access to Client personnel, documentation, systems, and resources reasonably required for ETT to provide services under this Agreement.
- ETT is not responsible for items that need to be purchased for FCSB operations. This is including, but not limited to, hardware and software items.
- Provide ETT with access to school district computers by a remote access program to gain control of end users workstations when ETT is not on site.
- FCSB will Inform their employees that utilization of the HelpDesk for communication with ETT is the preferred method of FCSB. The HelpDesk is utilized as a report generator of monthly items for collection.

5. PAYMENT. In consideration of the services to be performed by ETT, FCSB agrees to compensate ETT for the services rendered as follows:

ETT's fees for the "Services" specified above, and for any additional services, will be paid within 15 days upon completion of monthly services at \$ 9,670.00 monthly, (\$116,040 yearly) payable to ETT. ETT will send electronically, a monthly invoice and a report of monthly Help Desk work completed to FCSB Billing Department.

ETT's fees for the "Additional Services" specified above, and for any additional services, will be paid within 15 days upon completion of monthly services at \$ 2,916.00 monthly, (\$35,000 yearly) payable to ETT. This payment will be utilized to supply a representative that will work towards the requested "Additional Services" portion of this contract. This representative will not be solely responsible for these tasks and will be assisted by senior representatives to meet these obligations. ETT will send electronically, a monthly invoice report of deliverables of additional grant services to FCSB Billing Department.

In addition to any other right or remedy provided by law, if FCSB fails to pay for the Services when due, ETT has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

6. TERM. This Contract will become effective on the date July 01, 2020. This Agreement shall expire one year from the given start date of this agreement, but with approval by ETT and FCSB this contract may be renewed up to two additional terms. The Term of this contract can be terminated by either party with a minimum of 30-day period of written notice for any business-related reasons including with cause, without cause or funding out cause.



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7. PERFORMANCE OF WORK.

a. ETT shall repair or replace modules, subassemblies and components of the Network, as required by FCSB or deemed necessary by ETT. If ETT elects to replace any module, subassembly, or component, the replacement parts shall be of equal or better quality than those replaced, and title to the replacement modules, subassemblies and components shall vest in the Service Recipient. These parts will be purchased by FCSB, and ETT will follow any processes for purchasing sent forth by FCSB.

b. The Repair Service to be performed by ETT shall be such as will maintain the Network in good operating condition as determined by the specifications for such Network or Computer Systems.

c. During the term hereof, FCSB shall provide ETT with access to the Network and with sufficient work-space required to perform Repair Services.

d. ETT shall work in a workmanlike manner and will stay in compliance with any and all FCSB policies and regulations, all statutes, laws, rules and regulations of any governmental authority or agency having jurisdiction, and to avoid any disruption of the FCSB property.

8. ACCESSIBILITY. ETT is a local company and will have one or multiple representatives on FCSB site, during Regular Business Hours of FCSB employees. The representatives will be available by phone or by a Managed Help Desk. The preferred method of contact is by Managed Help Desk where all ETT representatives, working for FCSB, will be able to see issues happening in real time as FCSB employees enter their issues. During off-hours emergencies, ETT shall provide a phone number to call for an answering service twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The representatives will need to be pre-screen via a Level II background screening according to the Jessica Lunsford Act prior to performing on-site work.

9. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of FCSB are the property of FCSB.

10. PRECAUTION. At all times throughout this period, ETT shall take all necessary precautions to see to it that there is no damage done to the property of the FCSB. Communicate with school leadership or an authorized School Board representative if there are any problems, issues or emergencies of any kind that could potentially affect the operations of FCSB. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.



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11. COMPLETION OF REPAIRS. Upon the completion of the repairs by ETT, ETT shall see to it that FCSB property is restored to the condition they were in prior to the entry by ETT, and ETT shall see to it that all portions used by ETT during the term of this agreement shall be broom clean and free of debris

12. CONFIDENTIALITY. ETT, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ETT, or divulge, disclose, or communicate in any manner, any information that is proprietary to FCSB. ETT and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, ETT will return to FCSB all records, notes, documentation and other items that were used, created, or controlled by ETT during the term of this Contract.

13. RELATIONSHIP OF PARTIES. It is understood by the parties that ETT is an independent contractor. ETT with respect to this Information Technology Service Contract, and not an employee of Service Recipient. FCSB will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ETT.

14. WARRANTY. ETT shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ETT's community and region, and will provide a standard of care equal to, or superior to, care used by ETTs similar to ETT on similar projects.

15. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

16. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this



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Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

18. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

19. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

20. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the parties obligated under the amendment.

21. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

22. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

23. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.



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24. FINANCIAL CONSEQUENCES. If the Contractor fails to meet the minimum level of service or performance identified, the Franklin County School Board will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the contractor redo the work, or (3) a reduced payment by the rate established under this contract. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Franklin County School Board; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. If financial consequences are imposed and due; the Franklin County School Board may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

25. IMDEMFICATION AND INSURANCE. Upon execution of this contract, ETT has five business days to submit proof of insurance as required herein. Failure to submit a fully complete certificate of insurance signed by an authorized representative of the insurer providing such coverage's may cause the owner to be considered non-responsive and not eligible for the award of this contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
4. The School Board of Franklin County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

1. The company must be:
 - a) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or



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- b) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- Or
- 2. With respect only to the Workers' Compensation insurance, the company must be:
 - a) authorized as a group self-insurer pursuant to Florida Statutes or
 - b) authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.



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IN WITNESS WHEREOF, this Computer Service Contract by and between EagleTree Technologies and Franklin County School District has been executed and delivered in the manner prescribed by law as of the date first written above.

ETT:

By: _____
Kevin Ward
Owner

Address:

129 Long Road
Apalachicola, Florida 32320

SERVICE RECIPIENT:

Franklin County School Board

By: _____

Address:

85 School Road
Eastpoint, Florida 32328