SUBJECT: PIGGYBACK JEA CONTRACT #168508 COPIER SERVICES AND PRINTER MAINTENANCE

BID #: PSC-0470-18 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Date of executed contract through September 30, 2022, with a one (1) year renewal option

AGENCY: Clerk of Courts

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback JEA Contract #168508 with Sissine Office Systems, Inc. for Copier Services and Printer Maintenance. Period of service is from date of executed contract through September 30, 2022 with a one (1) year renewal option. Total expenditure amount is $324,000.00.

Funding Source: - To be funded and encumbered with state funds pursuant to F.S. 28.37(5) - 10% of all court-related fines collected by the clerk, except for penalties or fines distributed to counties or municipalities under s.316.0083 (1)(b)3 or s.318.18(15)(a), shall be deposited into the Clerk's Public Records Modernization Trust Fund to be used exclusively for additional clerk court-related operational needs and program enhancements.

Attachments: Recommendation Memo, Vendor Quote and JEA Contract (Specifications)

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Angel Brown, Purchasing Manager, Clerk of the Circuit and County Courts

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Clerk of the Circuit and County Courts
DUVAL COUNTY
501 WEST ADAMS STREET
JACKSONVILLE, FLORIDA 32202

RONNIE FUSSELL
Clerk of the Circuit Court

AREA CODE 904
255-2000

April 24, 2018

TO: Greg Pease, Chief of Procurement

THRU: Angel Brown, Manager to the Clerk - Purchasing

FROM: Austin Eler, Senior Specialist to the Clerk - Purchasing

SUBJECT: Piggyback JEA and Sissine Office Systems, INC. Contract # 168508

The Clerk of Courts submits to the Procurement Division for review and approval to piggyback on the JEA's Copier Lease and Printer Maintenance contract, # 168508, with Sissine Office Systems, INC.

The Copier Lease and Printer Maintenance contract is effective from October 16, 2017 until September 20, 2022.

Coverage Periods	Estimated Expenses
June 1, 2018 - September 30, 2018	$21,600
October 1, 2018 - September 30, 2019	$64,800
October 1, 2019 - September 30, 2020	$64,800
October 1, 2020 - September 30, 2021	$64,800
October 1, 2021 - September 30, 2022	$64,800
October 1, 2022 - May 31, 2023	$43,200
Total Award Not To Exceed	$324,000

The funding source for this award will be internal Clerk funding in accordance with FS 28.37(5). This funding is not available through the City's accounting system, FAMIS, therefore the Clerk's office will issue the purchase order to Sissine Office Systems, INC.

The maximum indebtedness on this award shall be $324,000.00.

Leslie-Burney, Annette

From: Eler, Austin <Austin.Eler@DuvalClerk.com>
Sent: Monday, April 30, 2018 12:10 PM
To: Leslie-Burney, Annette
Cc: Nunziato, Christine
Subject: RE: Request to Piggyback

Annette,

The Clerk's IT and Purchasing departments have worked over the last several months to look at what we needed for our printer fleet in great detail. We reviewed several options from multiple vendors with Canon, Konica Minolta, Ricoh, Kyocera, as well as the City's Xerox contract. While the per click cost is lower with the City's contract, there were several deciding factors as to why we felt that we would benefit more with Sissine's contract and proposal. I do however appreciate you following up with this information.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

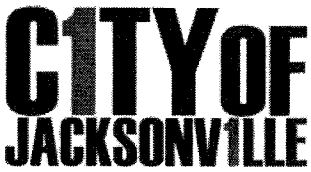
From: Leslie-Burney, Annette
Sent: Monday, April 30, 2018 11:37 AM
To: Eler, Austin <Austin.Eler@DuvalClerk.com>
Cc: Nunziato, Christine <CNunziato@coj.net>
Subject: RE: Request to Piggyback

Austin, I have your piggyback request ready to go. I just wanted to make you aware of the savings through the City's Xerox Enterprise Solution Contract. The per click rate would range between .034 -.036, depending on the volume. Under Sissine Office Systems, you would pay $1,175,750.00 vs. $909,500.00 using the City's contract – about $200,000.00 annually over the life of the contract.

It's totally up to you if you want to use the City's contract. My manager just wanted to make you aware of the savings.

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527

Email: aburney@coj.net



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From: Eler, Austin [mailto:Austin.Eler@DuvalClerk.com]
Sent: Tuesday, April 24, 2018 2:14 PM
To: Leslie-Burney, Annette
Subject: Request to Piggyback

Good Afternoon Annette,

I have attached a scanned copy of a request to piggyback the JEA contract with Sissine Office System, Inc., as well as a copy of the contract that was provided to me by JEA. Please let me know should you require any additional information to have this posted.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

Leslie-Burney, Annette

From: Woyak, Nathan J. - Procurement Category Manager <woyanj@jea.com>
Sent: Wednesday, April 18, 2018 10:33 AM
To: Park, Russell J.; Eler, Austin
Subject: RE: Bid Question

I also approve.

Nathan Woyak, CPSM
Procurement Category Manager
Direct: (904) 665-6155
Fax: (904) 665-7363

From: Park, Russell J.
Sent: Wednesday, April 18, 2018 9:21 AM
To: 'Eler, Austin' <Austin.Eler@DuvalClerk.com>
Cc: Woyak, Nathan J. - Procurement Category Manager <woyanj@jea.com>
Subject: RE: Bid Question

Austin,

I don't have a problem with your company piggybacking off our contract as long as our Procurement department approves.

Thank you,

Russell Park
Technology Team Lead
Office: 904-665-7089
Cell: 904-627-6796

From: Eler, Austin <Austin.Eler@DuvalClerk.com>
Sent: Tuesday, April 17, 2018 3:37 PM
To: Park, Russell J. <parkrj@jea.com>
Subject: FW: Bid Question

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Hello Russell,

I was provided your contact information by Nathan Woyak. I sent him the following email and have called as well, but wanted to reach out to all contacts as I'm in a bit of a time crunch. Please see the below email and let me know if it will be ok to piggyback and ask Sissine about how they are working to improve the problems you have experienced this far.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

From: Eler, Austin
Sent: Tuesday, April 17, 2018 9:14 AM
To: 'Woyak, Nathan J. - Procurement Category Manager' <woyanj@jea.com>
Subject: RE: Bid Question

Hello Nathan,

I truly appreciate you sending over the vendor scorecard, as that is useful information. The Clerk's office is about to undergo a copier implementation in the next month, and Sissines was one of the vendors solicited for a proposal. I wanted to request permission from JEA to piggyback their contract with Sissines. If you could, please respond to this email stating whether or not JEA grants that permission to the Clerk's office.

I also wanted to inquire further about the scorecard. We are slated to have a meeting with Sissines later this week and would like to bring up some of the issues with them. If this is an internal card, and you do not wish for us to speak about it with them, then I completely understand and will respect that decision fully. We are looking to implement Papercut as well and some of the comments on the card are concerning, and I would like to hear from Sissines how they have worked to resolve the issue so that it will be a smooth implementation. Again, if this vendor scorecard is for the use of JEA internally, and not for the vendor to see or know about, then I will not bring up these points with them during our meeting.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

From: Woyak, Nathan J. - Procurement Category Manager <woyanj@jea.com>
Sent: Monday, April 16, 2018 3:42 PM
To: Eler, Austin <Austin.Eler@DuvalClerk.com>
Subject: RE: Bid Question

Hi Austin, attached is a copy of JEA's contract with Sissine and their most recent vendor scorecard. As you will see on their scorecard we have had some issues with Sissine and Kyocera. We recently met with them to review the issues and

we are working on resolving them. I am the category manager for this contract and Russell Park parkrj@jea.com is the contract administrator if you have any additional questions.

Thank you,

Nathan Woyak, CPSM
Procurement Category Manager
Direct: (904) 665-6155
Fax: (904) 665-7363

From: Pleasants, Lisa L. - Procurement Category Manager
Sent: Monday, April 16, 2018 10:34 AM
To: Bid Submissions <bids@jea.com>; 'Eler, Austin' <Austin.Eler@DuvalClerk.com>; Woyak, Nathan J. - Procurement Category Manager <woyanj@jea.com>
Subject: RE: Bid Question

That contract is actually under Nathan Woyak. I've included him in the email.

Nathan – can you help Austin?

Lisa Pleasants, CPSM, C.P.M.
Procurement Category Manager
Direct: (904) 665-7850

From: Bid Submissions
Sent: Monday, April 16, 2018 9:28 AM
To: 'Eler, Austin' <Austin.Eler@DuvalClerk.com>
Cc: Pleasants, Lisa L. - Procurement Category Manager <pleall@jea.com>
Subject: RE: Bid Question

Good morning,

Lisa Pleasants is the Procurement Category Manager over this contract and I have forwarded your request to her. She will be in touch with you shortly.

JEA Bid Office
Procurement Services
21 West Church Street, Room 002
Jacksonville, FL 32202
904-665-6740

From: Eler, Austin [mailto:Austin.Eler@DuvalClerk.com]
Sent: Tuesday, April 10, 2018 9:39 AM
To: Bid Submissions <bids@jea.com>
Subject: Bid Question

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Hello,

My name is Austin Eler and I work with the Duval County Clerk of Courts in the Purchasing Department. We are currently reviewing several solicited vendors for our printer fleet renewal. Sissine's Office Systems is one of the vendors we have solicited, and they stated they have a contract, #168508, from solicitation 113-17 with JEA. I'd like to request a copy of the contract to review, and to see if we could potentially piggyback the contract. I also wanted to inquire about Sissine's and their Kyocera products they deployed to see if JEA is happy with the product and the customer service so far.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records. This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message.

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

Leslie-Burney, Annette

From: Eler, Austin <Austin.Eler@DuvalClerk.com>
Sent: Wednesday, May 16, 2018 4:29 PM
To: Leslie-Burney, Annette
Cc: Brown, Angel M; Cates, Gerald J; Duckworth, Twane
Subject: FW: Printer Contract GGAC meeting tomorrow

Annette,

Please see the below message from Twane about provisionally approving the matter so that the Clerk's office may join the next available agenda for the piggybacking of the JEA contract.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

From: Duckworth, Twane
Sent: Wednesday, May 16, 2018 3:39 PM
To: Cates, Gerald J <Gerald.Cates@DuvalClerk.com>
Cc: Eler, Austin <Austin.Eler@DuvalClerk.com>; Brown, Angel M <Angel.Brown@DuvalClerk.com>
Subject: Re: Printer Contract GGAC meeting tomorrow

All,

Please note that after I spoke to Austin yesterday, we immediately contacted the vendors insurance agents (they have 2).

One has already responded as of this morning. We are still awaiting the other.

If it will help, I can provisionally approve the matter as I expect the agent to get back to us some time by cob?

Let me know your desire.

Thanks

Twane Duckworth, J.D., ARM
Chief of Risk Management

On May 16, 2018, at 3:06 PM, Cates, Gerald J <Gerald.Cates@DuvalClerk.com> wrote:

> If this gets expedited and can get on the GGAC agenda tomorrow, I stand ready to attend.
>
> G

Gerald Cates
Assistant to the Clerk – IT Director
Duval County Clerk of Courts
501 W Adams Street, Suite 5190
Jacksonville, FL 32202
Office Phone (904)255-1852

From: Eler, Austin
Sent: Wednesday, May 16, 2018 2:53 PM
To: Cates, Gerald J <Gerald.Cates@DuvalClerk.com>; Brown, Angel M <Angel.Brown@DuvalClerk.com>
Cc: Duckworth, Twane <TwaneD@coj.net>
Subject: RE: Printer Contract GGAC meeting tomorrow

Gerald,

I spoke with Twane Duckworth yesterday, and he stated that he would be working to get this sent over at some point today. Ann Willis had originally been working on the request, however she has been out of the office on leave the past several days which led to the delay. I am unsure with how little time we have left that we would be able to be added to the GGAC meeting tomorrow. Once I receive the approval from Risk Management, then I will work with Procurement to try to squeeze us on there.

Thank you,

Austin Eler | Senior Specialist to the Clerk - Purchasing
Duval County Clerk of the Circuit and County Courts
501 W Adams St., Suite 2338 | Jacksonville | FL 32202
Telephone: 904-255-2086 | Fax: 904-255-2160
www.duvalclerk.com

From: Cates, Gerald J
Sent: Wednesday, May 16, 2018 2:46 PM
To: Brown, Angel M <Angel.Brown@DuvalClerk.com>; Eler, Austin <Austin.Eler@DuvalClerk.com>
Subject: Printer Contract GGAC meeting tomorrow

Any update on Risk Management's delay getting this back to procurement?

Gerald Cates
Assistant to the Clerk – IT Director
Duval County Clerk of Courts
501 W Adams Street, Suite 5190
Jacksonville, FL 32202
Office Phone (904)255-1852

Duval County Clerk the Circuit Courts

Current Example	Current Example	Units Units	Spec's for the RFQ Description	Manufacture CopyStar	Proposed Devices and Spec's Description
Konica Minolta	bizhub 368	12	(4) 500 sheet trays, card reader, 2/3 hole punch, stapler, 50 sheet finisher, copy print, scan	CS 4002i	Print,Copy and Scan, Speed 40PPM, 270 Sheet Document Feeder, Card Reader, 4 x 500 Sheet Paper Trays, 2/3 Hole Punch, 500 Sheet Stapler/ Finisher
Konica Minolta	bizhub 368	8	(4) 500 sheet trays, card reader, 2/3 hole punch, stapler, 50 sheet finisher, copy print, scan	CS 4002i	Print,Copy and Scan, Speed 40PPM, 270 Sheet Document Feeder, Card Reader, 4 x 500 Sheet Paper Trays, 2/3 Hole Punch, 500 Sheet Stapler/ Finisher
Konica Minolta	bizhub 558e	3	(4) 500 sheet trays + bypass tray, card reader, 2/3 hole punch, stapler, 50 sheet finisher, copy print, scan	CS 6002i	Print,Copy and Scan, Speed 60 PPM, 270 Sheet Document Feeder, Card Reader, 4 x 500 Sheet Paper Trays, 2/3 hole Punch, 500 Sheet Stapler/ Finisher
Konica Minolta	bihub C458	3	Color, (2) 550 sheet feeder, paper feed cabinet, card reader, 2/3 hole punch, stapler, 50 sheet finisher, copy print, scan	CS 5052ci	Color, Print,Copy and Scan, Speed 50 PPM, 270 Sheet Document Feeder, Card Reader, 2 x 500 Sheet Paper Trays, 2/3 hole Punch, 500 Sheet Stapler/ Finisher
Konica Minolta	bizhub 808	2	(4) trays, card reader, 2/3 hole punch, stapler, 100 sheet feeder, additional paper deck, copy print, scan (Copy Center, County Trial)	CS 8002i	Copy, Print at 80 PPM,(4) Trays,2 x 550, 2 x 1,500 Sheet Paper Trays,Card Reader, 2/3 Hole Punch, Stapler, 270 Sheet Feeder, Additional Paper Deck, Copy,.Print and Scan (Copy Center, County Trial)
Konica Minolta	bizhub 808	1	(4) trays, card reader, 2/3 hole punch, stapler, 100 sheet feeder, additional paper deck, copy print, scan (Appeals)	CS 8002i	Copy, Print at 80 PPM,(4) Trays,2 x 550, 2 x 1,500 Sheet Paper Trays,Card Reader, 2/3 Hole Punch, Stapler, 270 Sheet Feeder, Additional Paper Deck, Copy,.Print and Scan (Appeals)
Konica Minolta	bizhub 808	1	(4) trays, large tray, card reader, 2/3 hole punch, stapler, 100 sheet feeder, copy print, scan (DV Dept)	CS 8002i	Copy, Print at 80 PPM,(4) trays,2 x 550, 2 x 1,500 Sheet Paper Trays, card reader, 2/3 hole Punch, Stapler, 270 Sheet Feeder, additional paper deck, copy print, scan (DV Dept)
Konica Minolta	bizhub 368	9	(2) 500 sheet trays, card reader, desk stand, copy print, scan	CS 4002i	Print,Copy and Scan, Speed 40PPM, 270 Sheet Document Feeder, Card Reader and 2 x 500 Sheet Paper trays
Device Management Software			Device management that include Automated meter readings and automatic supply replenishment for all devices structured so that it will work within our network environment. . Integration with existing HID, iClass 100 card readers, Active Directory integration for secure print and the ability to direct print (permission based).	Paper Cut	500 Seat licenses, 39 Kyocera MFP, 5 yrs. Premium Support, Mobile Print, 39 HID I class Prox Readers, 5 yr. Product Guarantee for Card Readers, 39 Kyocera Card Authentication Kit
Behavioral print management software (i.e. Papercut MF/ or equivalent solution)			500 seat license for all MFP's, 500 desktop computers, 250 desktop printers with a mix of USB and Ethernet connected devices. Monthly reports for printing from all devices. Notifications to users if their print job exceeds a given threshold so the job can be redirected to an MFP or other more cost effective device.	Paper Cut	Included in the Paper Cut Pricing
RightFax			Hosted solution, 40 lines, 4000 page per month, integrated solution with MFP to allow for traditional walk up faxing (enter a telephone number only, not an email address). This may require an additional connector for your proposed devices.	Rightfax	Right Fax 10.6 Enterprise Server, Unlimited Users, Installation and Training. Three years Premium Support. See brochure for details on spec's

Monthly Payments		
60 Month FMV Monthly Payment ***	$3,508.14	Monthly Payment for Hardware and Paper Cut with Support/ Service
36 Month Monthly Payment for RightFax **	$635.75	Monthly Payment for RightFax with Support and Service
* B/W Meter Clicks	$0.0041	Each
* Color Meter Clicks	$0.0370	Each

* Includes all parts, labor, travel time, Preventative Maintenance and Toner

** Includes 3 years Support and Service
*** Includes 5 yrs. Service and Support

4/4/2018

CONTRACT
BETWEEN
JEA
AND
SISSINE OFFICE SYSTEMS, INC.
JEA CONTRACT # 168508

THIS CONTRACT, is executed as of this 16th day of October 2017, (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202("JEA"), and **SISSINE OFFICE SYSTEMS, INC.** , a corporation existing under the laws of Florida with its principal office located at 6123 Phillips Highway, Jacksonville, FL 32216 ("Company").

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate ("ITN") solicitation process; and

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer ("the BAFO") to provide "Copier Lease and Printer Maintenance" for JEA (the "Work"); and

WHEREAS, said Company has been accepted by JEA as the most responsive and responsible for the completion of the Work at and for the prices stated in the Company's BAFO.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation # 113-17 designated as **"Copier Lease and Printer Maintenance"**, as modified by Addenda #1 dated July 18, 2017, Addenda #2 dated July 20, 2017, Addendum #3 dated September 1, 2017, (the "ITN"), and (ii) the Company's Best and Final attached hereto as **Exhibit B** (the "Bid Form").
2) The Work shall be performed strictly in accordance with the ITN, as amended by Addenda, associated Technical Specifications, this Contract and **Exhibits A-B**, and all Purchase Orders issued pursuant to this Contract (collectively, the "Contract"), all of which are hereby

specifically made part hereof by reference to the same extent as if fully set out herein.

3) JEA's Maximum Indebtedness under this Contract shall not exceed **One Million One Hundred Seventy Five Thousand Seven Hundred Fifty and 00/100 Dollars ($1,175,750.00),** at and for the prices stated in **Exhibit B.**

4) **TERM.**

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five years ending **September 30, 2022**, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract. It is at JEA's sole option to renew the Contract for one (1) additional one (1) year period. This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

5) **Payments** – Invoices shall be submitted to JEA quarterly at and for the rental prices stated on **Exhibit C.**

6) **ORDER OF PRECEDENCE**

This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Executed Contract
- Exhibit A- C of the Contract
- Exhibit D of the Contract (Company's Rental Agreement)
- Purchase Order(s)
- Addenda to JEA Solicitation
- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Company's Response Documents

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in triplicate, as of the day and year first above written.

ATTEST:

By: _____

Name: JOE SISSINO

Title: S.R.V.P.

Date: 10/16/17

SISSINE OFFICE SYSTEM, INC.

By: _____

Name: SAM SISSINE

Title: SRVP

Date: 10-16-17

ATTEST:

By: _____

Name: Heather Beard
Title: Manager, Procurement
Contract Administration

Date: 10-23-17

JEA

By: _____

John McCarthy
Sr. Director, Supply Chain
Management & Operations Support

Date: 10-20-17

Approved by the JEA Awards Committee on September 21, 2017, Award Item No. 2.

- References

The Company shall perform any Services that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

7) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Russell Park
21 W. Church Street, CC-6
Jacksonville, FL 32202
Ph: 904-665-6634
parkrj@jea.com

and to:

JEA
Attn: Heather Beard, Manager, Procurement Contract Administration
21 W. Church St. CC-6
Jacksonville, FL 32202
Ph: 904-665-7606
bearhb@jea.com

In the case of Company:

Joe Sissine
SISSINE OFFICE SYSTEMS, INC.
6123 Phillips Highway
Jacksonville, FL 32216
904-739-0540
joe@sissines.com

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

EXHIBIT A

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

APPENDIX A – TECHNICAL SPECIFICATIONS
113-17 COPIER SERVICES AND PRINTER MAINTENANCE

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for copier lease and maintenance services for JEA.

JEA utilizes approximately eighty (80) multifunctional devices (MFD) through a lease agreement, and owns eighty-eight (88) printers which are all connected to the network. These devices are located at various locations. Two (2) different manufacturers make up the present fleet, with service being provided by one service provider. The age of equipment ranges from approximately three (3) to five (5) years. Presently, it is estimated there are nine (9) different model MFDs and three (3) different printer models.

Presently, the MDF fleet produces 3.3 million black images and 1.6 million color annually. The JEA owned printer fleet produces 700,000 black images.

The intent of this contract is to replace the existing leased MFD's, with a new lease and provide maintenance for all units to be provided and serviced by one supplier. MFD presently are on a lease that expires on September 30, 2017.

MFDs provided under this contract must meet or exceed the specifications in the attached document titled Exhibit A - Equipment Specs MFD 2012.

Selected Company will be required to provide service on all HP printers. This will include the existing printers and the ones that JEA selects to have the company replace.

Requirements:

1. The company (the Company) will be required to deploy and remove existing MFDs on or before the ending date of the existing contract which is September 30, 2017. If Company is unable to meet this deadline, Company will assume all costs incurred on existing MFDs until removed.

2. The company will be required to provide service on all HP printers.

3. Replacement MFD's will be on a sixty (60) month lease payment including all taxes. Cost of ownership will include a fixed monthly lease payment for each MFD and a fixed cost per copy charge for each MFD. All pricing will remain the same for the life of the contract. A single quarterly summary invoicing is required, as described in the solicitation.

4. JEA has divided the MFDs into four (4) classes. These classes vary in speed, ability to print color or black, paper capacity, tabletop or console. All MFD's must be of the same

manufacturer. If additional units are needed, Company shall provide the same MFD during the life of the contract.

5. All devices must be new and be Multi-Functional Devices (MFD), be networked attached and, where appropriate, support faxing (dual fax lines in certain areas) and scanning in addition to printing and copying.

6. All MFDs and Printers must utilize a universal print driver with an all in one capability. Example: Print driver includes fax capability.

7. **All MFD's shall implement drive encrypted to ensure if drive is removed, data will not be accessible from drive.**

8. Company must assist with the install and setup of the new devices and ensure full functionality prior to removal of the old devices.

9. Proposed equipment must have a manufacturer release date not to exceed two (2) years old.

10. The Company must have been in partnership with the manufacturer they intend to deploy within JEA for at least three (3) years. Company upon request shall provide Manufacturer agreement and reference information.

11. Company will be required to replace any inoperable or consistently plagued equipment which is down for over forty-eight (48) hours after Technician arrives on site. Replacement unit must have the same capacity as the device being replaced as well as the same family and driver.

12. Company must consistently monitor performance and guarantee a ninety-five percent (95%) uptime. Any piece of equipment that falls below the ninety-five percent (95%) guarantee within a three (3) month period must be replaced with like equipment.

13. Company must have an onsite supply of toner, waste toner containers and staples equal to the number of devices per class. Replacement of toner must be delivered within two (2) business days of notification.

14. Company must presently have on staff a minimum of six (6) OEM trained technicians that can respond to JEA needs. Company is expected to maintain at least six (6) OEM technicians and provide JEA with the names of these technicians.

15. Company must respond on site to a service call within six (6) business hours.

16. Company will be responsible for the timely removal and proper disposal of used toners and waste containers. Company will provide documentation on disposal process. JEA staff will not be expected to package, label, transport or mail used consumables.

17. During the life of the contract, there may be times in which equipment supplied by the Company will need to be relocated for best utilization. The Company will relocate equipment at no expense to JEA. Equipment will be relocated within ten (10) working days from notification.

18. All equipment put in place by the vendor must utilize current digital technology. The equipment must integrate with the current network requirements. The equipment must come with an effective, centralized management platform that can be used to support the entire MFD or Printer information system and accessible by JEA staff.

19. Company will provide JEA with a point of contact who will handle all issues that may arise.

20. JEA intends to replace approximately fifteen (15) printers in the near future. JEA will expect Company to provide maintenance on all JEA printers. These machines will be HP brand. JEA reserves the right to add additional printers under this maintenance agreement at the same cost at any time during the life of the contract.

21. The company will remove its leased MFDs at the end of this contract at no additional cost to JEA.

22. The selected **Company shall overwrite** the hard drives a minimum of three (3) times prior to removal of devices, if not, the Company will replace hard drives on its MFDs at the end of this contract at no additional cost to JEA. The replaced hard drives then become the property of JEA.

23. Prior to award, JEA reserves the right to request a demonstration and or trial of any or all proposed equipment which will be implemented under the terms of the agreement. The trial will be at a location of JEA's choosing for ten (10) business days and be at the Company's expense. All functions (print/copy/scan/fax) must be operational and demonstrable.

24. Prior to award of contract, Company must show evidence of a signed contract between manufacturer and Company to continue their business relationship including sales, parts, supplies, service, and training through October 2016. JEA may request and the Company shall provide within forty-eight (48) hours the following: Supply manufacturers documentation, regarding the manufacturer agreement.

25. Training will be available to JEA users upon request during the life of the contract at no additional charge.

26. <u>Network Capability:</u>
MFDs are required to be equipped with network controller cards capable of connecting JEA network using RJ46 connector.

MFDs must be compatible with all current Microsoft desktop, network operating systems, Novell, Citrix, TCP/IP, Server 2008 / 2012 64 bit driver and other network protocols as required.

Must support all popular print languages and file formats such as PCL, Postscript, PDF, TIFF, etc.

Equipment must have easily accessible scan to e-mail (SMTP), desktop network folders or other storage media and must have OCR capability. Equipment must provide user codes for confidential printing and **FOLLOW-ME** print technology.

Existing JEA MFD fleet:		**CLASS**
Konica Minolta c554	8	1
Konica Minolta c454	41	2
Konica Minolta c364	4	2
Konica Minolta 4050	6	3
Konica Minolta 423	13	3
Konica Minolta 36	7	4
Exiting JEA Networked printer Fleet:		
Hewlett-Packard LaserJet 4200*	11	
M602DN	75	
Hewlett-Packard LaserJet 4250*	2	

*anticipate replacing within two (2) years or less

EXHIBIT B

COMMERCIAL TERMS & CONDITIONS

CONTRACT TERMS AND CONDITIONS

DEFINITIONS

DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or proposer.

CONTRACT

An agreement between JEA and the Respondent, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Respondent, or a JEA issued Change Order.

CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters

regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

DELIVERY

The time at which JEA accepts a unit of Equipment at the location specified by JEA.

EQUIPMENT

Copiers, multi-functional devices, equipment, or other items rented by JEA from the Company.

HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Response Form, samples of contract documents and addenda. Also referred to as "Solicitation".

INVOICE

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the

Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Respondent averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Respondent averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

RESPONSE

The document describing the Company's offer submitted in response to this ITN.

RESPONDENT

The respondent to this Solicitation.

SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

CONTRACT DOCUMENTS

PRICE AND PAYMENTS

PAYMENT METHOD – QUARTERLY INVOICE

The Company shall submit an invoice quarterly to JEA for the Work at and for the prices stated in the Company's Response Workbook. A single summary invoice for both Multifunctional Devices (MFDs) and Printers. This invoice will include both lease and the cost per copy charge (maintenance). Invoices shall not include a minimum copy charge or invoicing for assumed copies in advance. JEA will be charged only for those copies made during the quarterly billing cycle. JEA will pay the lease payment in advance and the maintenance in the rears. All consumables such as toner/ink, cartridges, waste containers, maintenance kits, staples, fax cards will be included/part of the cost per copy charge. Paper is not included. Vendor is responsible for meter reads on all MFDs.

DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Respondent by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

Respondent may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

JEA may withhold payment if the Respondent is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

WARRANTIES AND REPRESENTATIONS

WARRANTY (PROFESSIONAL SERVICES)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

INSURANCE, INDEMNITY AND RISK OF LOSS

JEA's INSURANCE

JEA is self-insured and can provide proof of its self-insurance upon request..

INSURANCE REQUIREMENTS

Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Workers' Compensation</u>

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) $500,000 each accident (Employer's Liability).

Commercial General Liability
Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage as appropriate; Insurance Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability
All autos-owned, hired, or non-owned; Insurance Limits: $1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability
(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: $2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

MUTUAL INDEMNIFICATION & LIMITATION OF LIABILITY

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat., the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL¿s customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

RISKS AND PROPERTY

Until Acceptance of a unit of Equipment, all risks of loss for that unit of Equipment) shall remain with the Company. After Acceptance, JEA shall be liable only for losses caused by misuse, accident or negligence by JEA. All losses which are the result of the failure of Company to appropriately maintain a unit of Equipment, including any failure to comply with all applicable warranty requirements, losses which are the result of normal wear and tear from regular use, and losses which are the result of misuse, negligence or accident by a renter other than JEA shall be the responsibility of the Company. Title to all Equipment at all times shall remain with the Company.

SERVICE LEVEL EXPECTATIONS

Each unit of Equipment rented by JEA shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and other appropriate attachments shall be in place and functioning in accordance with the manufacturer's guidelines. The Company shall promptly and within the time periods specified in the Technical Specifications pick up and replace any unit of Equipment that is not functioning properly at no additional cost to JEA. All repairs which are not caused by the misuse, accident or negligence of JEA shall be provided at no additional cost to JEA.

At the time JEA takes possession of a unit of Equipment and prior to JEA's Acceptance, the Company shall provide information regarding the current condition and any visual, pre-existing damage. The Company and an authorized JEA Representative will review the condition of each unit of Equipment at the point of Delivery and at the point of return to the Company.

DOCUMENTS EVIDENCING RECEIPT OF EQUIPMENT

Company's Bid shall include a sample of any service agreement, contract or other document (including any and all preprinted terms on the reverse side of any document) that the Company may require that a JEA Representative sign (a "Rental Agreement/Delivery Ticket"). The Rental Agreement/Delivery Ticket shall apply only to the extent that its terms are not in addition to, or in conflict with, the terms of the Contract. Any agreement, contract or document produced for signature which is not submitted with the Company's Bid shall be void and of no force and effect.

At the time of any rental of a unit of Equipment, a JEA Representative may sign the Company's Rental Agreement/Delivery Ticket as evidence of receipt of the unit of Equipment. JEA Representatives receiving a unit of Equipment are not authorized to bind or obligate JEA to contractual terms and conditions. Accordingly, a signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the unit of Equipment

INSPECTION AT COMPANY'S SITE

JEA reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of the Company prior to an Award and during the Term as necessary for JEA's determination that all equipment which may be rented under the Contract, and all related plants and facilities, conform with the specifications and requirements of the Contract and are adequate and suitable for the proper and effective performance of the Contract.

TERM AND TERMINATION

TERM OF CONTRACT – DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years after product installation for support and maintenance, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract for one additional year.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are

specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending it determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

PATENTS AND COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

LABOR

NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January

1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications to the scope of the services to be performed under this Contract. The Company is willing and agreeable to accommodate such changes. Such changes shall be in the form of a written amendment. The JEA Representative directly responsible for this Contract will make the final determination as to whether any compensable change to the Company exists.

TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time

as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

VENDOR PERFORMANCE EVALUATION

VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the

Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

JEA RESPONSIBILITIES

SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the

anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where City of Jacksonville agencies' procurement codes allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

SOFTWARE LICENSE AND SUPPORT SERVICES.

The Company shall grant to JEA a limited, nonexclusive and nontransferable license to use the software in accordance with the Contract. The Company shall also provide all related computer software maintenance and/or support services which are required by JEA to use the software as contemplated in the Contract s, including all updates or upgrades developed by the Company during the Term and technical support during JEA's regular business hours. All such maintenance and support services shall be provided at no additional cost to JEA.

INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will forthwith either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

INTELLECTUAL PROPERTY (IT)

JEA shall own all right, title and interest to all Work arising out of or relating to the Services rendered by the Company under this Agreement. To the extent required in the Contract Documents or otherwise, JEA shall be responsible for obtaining any third party licenses under separate agreements from the appropriate third party vendors.

Company and JEA agree that the products and results of the Services and the Work shall be considered as works "made for hire" under the United States Copyright laws. Company hereby assigns to JEA in perpetuity all right, title and interest that Company may have in the products and results of the Services and the Work and will cause each Subcontractor that Company engages to provide the Services to assign to JEA in perpetuity all right, title and interest that any such Subcontractor may have in the products and results of the Services. JEA shall have the absolute and exclusive right to own and use all of the products and results of Services and the Work together with any and all copyrights, patents, trademark and service marks associated with said Services. The parties agree that the development of joint intellectual property is not contemplated in this Agreement. The use of the products and results of the Services or the Work in any manner by JEA shall not support any claim by the Company for additional compensation.

Company hereby grants to JEA (and its affiliates) a perpetual, irrevocable, non-terminable, non-exclusive, royalty-free, world-wide (i) license to use, reproduce, display, perform, operate, distribute and copy any Company-owned materials used in the performance of the Services, modify the Company-owned materials and Company Confidential Information and prepare derivative works based on the Company-owned materials or Company Confidential Information or any part thereof, and (ii) right to sublicense the Company-owned materials and Company Confidential Information, as set forth in (i) and (ii), to third parties providing services to JEA (and its affiliates) solely for the internal business purposes of JEA (and its affiliates).

Company shall execute, deliver and cause each of its subcontractors performing the Services to execute and deliver, to JEA such additional documentation as may be reasonably requested by JEA from time to time to effectuate the purposes and intent of this Agreement, including such documents as may be requested to obtain, perfect, secure, confirm and/or enforce for the benefit of JEA (and its affiliates), its successors and assigns and other legal representatives, copyright registration and protection, patent protection and/or other intellectual property rights protection in and to the Work.

PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

DATA

All data input by JEA and/or its customers shall remain the property of JEA. Upon termination of the Contract, the Company shall for no additional cost securely transfer all data and related reports and information as instructed by JEA, and after such transfer, the Company shall destroy all copies of JEA's data, including data existing on any back-up media, and the Company shall not retain any of the JEA's data in any form.

The Company shall monitor and retain daily back-ups of JEA's database files, and shall promptly restore JEA's data files from its back-up files as necessary to provide JEA and its customers with continuous access to its data. The Company shall maintain a disaster recovery plan which is adequate to protect Customer's data and JEA's ability to access such data consistent with good practices in the industry.

The Company will take all reasonable efforts to limit outages and inaccessibility to the software. If, during JEA's regular business hours, any outage lasts more than four (4) continuous hours or more than twelve (12) hours during any one (1) week, JEA shall be entitled to an appropriate credit against the fees payable for the use of the software.

The Company will prevent employees of the Company other than employees with a need to know from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities under the Contract Documents shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person.

The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices to prevent unlawful hacking to gain surreptitious access into JEA's customer data. The Company shall promptly notify JEA of any concerns or issues regarding the security of JEA's data, provided, however, that any such

notification by the Company shall not affect Company's obligations to secure JEA's data as provided under the Contract Documents.

The Company shall notify JEA within six (6) hours if it learns that JEA's data hosted by the Company has been, or may have been, the subject of a security breach of any kind which may compromises JEA's data. In the event of any such breach, the Company shall (1) investigate the incident and provide a report to JEA within twenty-four (24) hours (2) remediate the Incident in accordance with a plan approved by JEA; (3) conduct a forensic investigation to determine a cause and what data/systems are implicated; (4) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (5) cooperate with JEA in determining whether and how notices, if any, will be provided to JEA's customers, with JEA (and not the Company) making the final decision on whether notices will be sent and the content of any such notices.

OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

PATENTS AND COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to

secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

MISCELLANEOUS PROVISIONS

AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that

item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Responses of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five (5) years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two (2) weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety [90] days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or it's Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company

that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

113-17 Appendix A Technical Specifications

FORMS

- Response Form- This can be found in Appendix A of this ITN
- Response Workbook - This can be found in Appendix A of this ITN

EXHIBIT C
COMPANY'S PRICING

113-17 BID WORKBOOK COPIER SERVICES FOR JEA						
#	CLASS	TYPE	# OF MFD	MONTHLY LEASE	Lease in Months	Lease extended
1	1	MFD	8	$ 136.00	60	$ 65,280.00
2	2	MFD	47	$ 121.00	60	$ 341,220.00
3	3	MFD	21	$ 104.00	60	$ 131,040.00
4	4	MFD	6	$ 36.00	60	$ 12,960.00
Five (5) Year Lease Subtotal						$ 550,500.00

#	Cost per Copy (CPC)	5 year estimate - number of copies	Unit Price / Cost per Copy	CPC Extended
6	Multi-Functional Device CPC, Black	16,500,000.00	$ 0.00490	$ 80,850.00
7	Multi-Functional Device CPC, color	12,500,000.00	$ 0.03700	$ 462,500.00
8	JEA Owned Printers, CPC, Black	9,000,000.00	$ 0.00910	$ 81,900.00
Five (5) Year CPC Subtotals				$ 625,250.00
Total Bid Price				$ 1,175,750.00

909,500

EXHIBIT D
COMPANY's RENTAL AGREEMENT

Sissine's
Office Systems

Date	10/19/17
Customer No.	
Account Manager	Robert Ache

BILL TO			SHIP TO		
Company Name: JEA			Equipment Location:	See Movement Forms for Departments/Locations	
BILL TO:	21 West Church Street		ADDRESS:	21 West Church Street	
CITY/STATE/ZIP:	Jacksonville	Florida 32202	CITY/STATE/ZIP:	Jacksonville	Florida 32202
PHONE:	904-665-6634 / 904-627-6796	EMAIL: parkrj@jea.com	FAX:		

Meter Read Collection: **1. Email:** ☐ YES **2. Fax:** ☐ YES **3. Automatic (FM Audit):** ☑ YES

QTY	DESCRIPTION	Unit Price	Extended Price
	* See Schedule A		All Inclusive
			Program
	* See JEA Contract #1686 between JEA & Sissine's Office Systems, Inc.		
	and JEA Municipality fiscal funding addendum which all appiy.		
	* Includes:		
	*Delivery, set-up, network connectivity for print, scanning, fax set-up,		
	PaperCut implementation/install, Support, FM audit/printsmart, & training	included per bid	
	Delivery / Network Installation Charge -	~~$23,400.00~~	

☐ ***TRADE IN ALLOWANCE:*** *(CERA)* Model# Copy Count Serial No.

☐ ***OTHER DISCOUNT:***

Total Quarterly Payment: $ **27,525.00** tax exempt, per quarter **60** Months (term) CPC/FMV (Type)

Full Maintenance Agreement Included

TSS: *Total Service & Supplies:* (60 Month Agreement) as Per JEA otlined specifications.

Includes: All parts, labor & supplies, Unlimted Service, Perfromance Replacement Guarantee, & Shipment of Supplies Fees. Excludes Paper & Staples.

B&W Base	$ per image	for	per image	Pages Per	Quarter	cost per image	$ 0.00497	per page	MFP blk images
Color Base	$ Included	for	per image	Pages Per	Quarter	cost per image	$ 0.0385	per page	MFP clr images
B&W Prints:	$ 0.00	for	per image	Pages Per	Quarter	cost per image	$ 0.0091	per psge.	printers blk

IMPORTANT: All equipment will be provided with a commercial grade surge protector

Terms continued on reverse side

SPECIAL INSTRUCTIONS: Includes All Parts, All Labor, All Color Toner Supplies, Full Maintenance, Unlimited Service, Performance Full Replacement Guarantee. Includes moving of old equipment to assigned holding areas. The Plan is fixed for the the term and includes property taxes. JEA is sales tax exempt.

Tax	(EXEMPT) certificate attached
TOTAL	All Inclusive

NOTE: No terms or conditions, expressed or implied, are authorized unless they appear on the original Purchase Agreement. All orders are subject to approval by Corporate Representative of SISSINE'S OFFICE SYSTEMS, INC. There will be a 20% Restocking Fee assessed for any equipment that is ordered by Sissines' and not accepted by the customer. All equipment and supplies remain the property of SISSINE'S until paid in full. **TERMS CONTINUED ON REVERSE SIDE.**

X _____ PURCHASER'S signature

X _____ Date

X _____ Title

X _____ Printed name of signer

_____ Sissine's Corporate Representative Approval

This information is confidential and proprietary to Sissine's Office Systems, Inc.

TERMS AND CONDITIONS

SERVICE CALLS:

Sissine's Office Systems, Inc. (SISSINE'S) will respond to all service calls as reasonably requested by the Purchaser (Customer) at no additional charge for labor. Service will be performed during normal working hours (8:30am – 5:00pm, Monday – Friday), not including Saturdays, Sundays or Holidays. All travel by a SISSINE'S technical representative outside a 100 mile radius from the nearest SISSINE'S service center will be charged to the customer at the standard mileage rates for business miles driven as published by the IRS for each mile beyond the radius to the customer's location and return. (JEA falls within the guidelines of the 100 mile radius). SISSINE'S must be notified prior to the change of the geographical location of the equipment. Any damage which may occur during or as a result of moving the equipment will not be covered under this Agreement.

PART REPLACEMENT:

No additional charge for normal replacement parts, unless otherwise stated as an "Exception" on the front of this Agreement. Damage resulting from accident, theft, abuse, power surges, lightening and other acts of God, or damage resulting from the use of unauthorized/incompatible supplies or repairs by anyone other than an authorized SISSINE'S Representative will not be covered by this agreement and shall be the responsibility of the Customer. SISSINE'S shall not be responsible for delays or inability to provide service calls due to accidents, embargoes, acts of God, or any other event beyond SISSINE'S' control. This Agreement does not provide installation or service of accessory items or equipment major overhauls. Main circuit boards are included in this agreement provided that both a correctly wired outlet and commercial grade surge protection is provided for the equipment listed in this Agreement.

AGREEMENT TERMS: * See JEA Contract # 1686 between JEA & Sissine's Office Systems, Inc.

This Agreement becomes effective on the date specified herein, provided SISSINE'S has received payment for the Agreement, and shall remain in effect for the period specified on the reverse side. After the 5 year contract period this agreement maybe renewed for another twelve (12) month period as set by JEA in writing to Sissine's Office Systems, as JEA does not want an auto renewal. The Customer agrees to comply with any billing procedures designated by SISSINE'S, including notifying SISSINE'S of the meter count at the end of each month. Contractual allowances do not roll over from billing cycle to billing cycle. This agreement is a cost per copy for all copies/prints/images made. Falsifying meter counts will result in breach of the Agreement (see OBLIGATIONS AND REMEDIES). This agreement is fixed for the 5 Year Term. This Agreement is not assignable or transferrable to a third party without the written consent of SISSINE'S. Past due accounts shall be charged a late fee of a minimum of twenty dollars ($20)lution of any dispute under this agreement and venue for any dispute shall be in Duval County, Florida. Should SISSINE'S fail to comply with a material requirement of this agreement, Customer shall provide a thirty (30) day notice to cure in writing. If within forty-five (45) days after receipt of the notice SISSINE'S does not cure o

CHARGE ACCOUNT TERMS:

The Customer can establish a charge account after a completed and signed SISSINE'S Confidential Credit Application has been submitted to and approved by SISSINE'S' Corporate Office. . Upon receipt of and invoice , JEA will pay the amount due within thirty (30) days from the date of receipt of the invoice. All equipment, supplies and parts remain the property of SISSINE'S. All non-C.O.D. accounts are due payable NET 10 DAYS, unless specified otherwise in writing. Past due accounts are subject to a late fee as described in AGREEMENT TERMS above. An account is past due when not settled by the payable due date. The establishment of a credit account with SISSINE'S may require a personal guarantee by the principal.

INDEMNITY:

Customer's indemnification obligations shall be limited by Florida statutes 768.28 which is partial waiver of Sovereign immunity for tort claims only. SISSINE'S is not responsible for any loss or injuries caused by the installation or use of the equipment. The customer agrees to hold SISSINE'S harmless and reimburse SISSINE'S for loss and to defend SISSINE'S against any claim for losses or injury caused by the equipment.

OBLIGATIONS AND REMEDIES:

In addition to the terms above, if the Customer breaches or terminates this agreement before the expiration date for any reason, the Customer shall pay SISSINE'S all accrued and unpaid amounts plus liquidated damages and collection service fees. Liquidated damages is an amount equal to seventy-five percent (75%) of the average monthly copy/print usage billing, based on the copy/print average usage invoiced for the three (3) months prior to the breach of agreement by the Customer, multiplied by the number of months remaining in the current term. If there are fewer than three (3) months prior to any such breach, the amount will be determined from the average per month based on the month(s) preceding the breach. Collections service fees are the cost of recovery services charged by a Collections Agency, Collections Attorney or any other service used by SISSINE'S to collect on defaulted accounts. Customer waives the right to recover any consequential damages against SISSINE'S. Florida law is applicable to the resolution of any dispute under this agreement and venue for any dispute shall be in Duval County, Florida. Should SISSINE'S fail to comply with a material requirement of this agreement, Customer shall provide a thirty (30) day notice to cure in writing. If within forty-five (45) days after receipt of the notice SISSINE'S does not cure or provide a reasonable plan to cure, the Customer shall send a notice of intent to cancel Agreement, wherein the maintenance shall be cancelled in seven (7) days if the breach by SISSINE'S has not been cured. Customer shall be relieved of any further payments to SISSINE'S for services hereunder. The prevailing party in any litigation shall recover its reasonable attorney fees and costs. BOTH SISSINE'S AND THE CUSTOMER AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

Signers initials of Acknowledgement:

x_____

Sissine's Office Systems INCORPORATED

Value Lease Agreement

APPLICATION NO.	AGREEMENT NO.

6123 Pillips Hwy - Jacksonville - FL - 32216 - Phone: 904-739-0540 - 904-739-0545

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **Sissine's Office Systems, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
JEA			21 West Church Street	
CITY	STATE	ZIP	PHONE	FAX
Jacksonville	Florida	32202	904-665-6634 / 904-627-6796	0
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
JEA			21 West Church Street	
CITY	STATE	ZIP	EMAIL	
Jacksonville	Florida	32202	parkrj@jea.com	

EQUIPMENT LOCAITON (IF DIFFERENT FROM ABOVE)

see movement forms

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
* See Schedule A		

* See JEA Contract #1686 between JEA & Sissine's Office Systems, Inc. & JEA Municipality fiscal funding addendum which all apply

☑ See the attached Schedule A ☑ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term 60 months

Total Quarterly Payment* $27,525.00 The lease contract payment ("Payment") period is quarterly unless otherwise indicated as PER JEA agreement *JEA is SalesTax & Property Tax Exempt.

Image Type	Included Number of Qrtly Images	Per Image Charge*	
Black & White Images	per image	$0.00497	Black & White Images
Color Images	per image	$0.0385	Color Images
Black & White Prints	per image	$0.0091	Black & White Prints
Color Prints	0	$0.000	Color Prints
Other			Other

Overage Billing Frequency ☐ Monthly or ☑ Quarterly

Freight/Delivery: Included per bid

(Freight/Delivery will be included per bid)

Remote Assistance: Included per bid

(* Remote Assistance will be included per bid)

* All Service and supplies are included in this Agreement.

*Delivery / Network Installation -included

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with $1.00 or $101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☑ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. X Customer's Initials

☐ 1) Purchase the Equipment for $1.00. N/A Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

***(See JEA Contract #1686 between JEA & Sissine's Office Systems, Inc. & JEA Municipality fiscal funding all Apply)**

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Sissine's Office Systems, Inc.			

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to a terms and conditions of this Agreement on this page and on page 2 attached hereto.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
JEA	X	x	x
FEDERAL TAX I.D. #	PRINT NAME		
0	x John Mc Carthy	Senior Director	

DELIVERY AND ACCEPTANCE

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY
JEA	X	x	

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for month to month unless you send us written notice between 60 and 150 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment ~~(as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state to state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums received from you, to any amounts due and owed to us under the terms of this Agreement.~~ If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file anew UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGNOR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. ~~At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we will not increase the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages").~~

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the minimum lease base payment, payable in advance (quarterly) or on a 90 -day calendar cycle. This will be billed on your first Payment due. Additionally, the cost per copy for all images for be accessed quarterly and billed with the following month's invoice.

Sissine's Office Systems Incorporated

APPLICATION NO.

AGREEMENT NO.

SCHEDULE A

This Schedule "A" is to be attached to and becomes part of the Agreement dated below by and between the undersigned and Sissine's Office Systems, Inc.

BILL TO

Company:	Jacksonville Electric Authority		
Address:	21 West Church Street		
City:	Jacksonville	State: Florida	Zip: 32202
Contact:	Russell Park		
Phone:	904-665-6634 / 904-627-6796	Fax: -	
E-mail:	parkrj@jea.com		

EQUIPMENT DESCRIPTION

JEA SHARE NAME	LOCATION	KYOCERA-COPYTAR MODEL	SERIAL NUMBER	STARTING METER
[redacted]	118th Street	CS3552ci		
[redacted]	Arlington East	CS3552ci		
[redacted]	Arlington East	CS4002i		
[redacted]	Blackford Waste Water	M2640idw		
[redacted]	Brandy Branch	CS4002i		
[redacted]	Brandy Branch (new)	CS4002i		
[redacted]	Brandy Branch Generating Station	CS4052ci		
BUC01C454CJ	Buckman Waste Water	CS4052ci		
BUC01BH364ECJ	Buckman Water Treatement Plant	CS3552ci		
CEC01C454CJ	Cedar Bay	CS3552ci		
CSCCRC554CJ	Commonwealth Service Center	CS5052ci		
CSCWH4050LJ1	Commonwealth Service Center	CS4002i		
CSCPIC4050LJ	Commonwealth Service Center	CS4002i		
CSCBH423LJ	Commonwealth Service Center	CS4002i		
CSCMLBH423LJ	Commonwealth Service Center	CS4002i		
CSCSRBH423LJ	Commonwealth Service Center	CS4002i		
CSCBH36LJ	Commonwealth Service Center	CS4002i		
CC01SEC454CJ	Customer Center 1	CS4052ci		
CC01BH36LJ1	Customer Center 1	M2640idw		
CC01BH36LJ2	Customer Center 1	M2640idw		
CC01NEC454CJ	Customer Center 1st Floor NE	CS5052ci		
CC01NWC454CJ	Customer Center 1st Floor NW	CS4052ci		
CC01SWBH36LJ	Customer Center 1st floor, SW	CS4052ci		
CC02WC454CJ	Customer Center 2	CS4052ci		
CC02EBH423LJ	Customer Center 2	CS4052ci		
CC03C454CJ	Customer Center 3	CS6052ci		
CC03BUCC4050	Customer Center 3	M2640idw		
CC03BH423LJ	Customer Center 3	CS4002i		
CC04C454CJ	Customer Center 4	CS6052ci		
CC05C454CJ	Customer Center 5th Floor	CS5052ci		
CC06C454CJ	Customer Center 6	CS6052ci		
[redacted]	Greenland Energry Center	CS4002i		
[redacted]	Greenland Generating Station	CS3552ci		
KGS02C454CJ	Kennedy Generating Station	CS4052ci		
KGSCTC454CJ	Kennedy Generating Station	CS3552ci		
KGSPS4050LJ	Kennedy Generating Station	CS4002i		
[redacted]	Mandarin	CS3552ci		
[redacted]	Mandarin Waste Water	CS3552ci		
[redacted]	Nassau Waste Water	CS3552ci		
NGS02BHC454CJ	Northside Generating Station	CS5052ci		
NGS02MPC454CJ	Northside Generating Station	CS4052ci		

CUSTOMER ACCEPTANCE

This Schedule "A" is herby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Jacksonville Electric Authority	x Diane Grantzman	x Mgr, Help Desk Operations PC Support	10/10/2017
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

Sissine's Office Systems INCORPORATED

APPLICATION NO.

AGREEMENT NO.

SCHEDULE A

This Schedule "A" is to be attached to and becomes part of the Agreement dated below by and between the undersigned and Sissine's Office Systems, Inc.

BILL TO

Company:	Jacksonville Electric Authority		
Address:	21 West Church Street		
City:	Jacksonville	State: Florida	Zip: 32202
Contact:	Russell Park		
Phone:	904-665-6634 / 904-627-6796	Fax: -	
E-mail:	parkrj@jea.com		

EQUIPMENT DESCRIPTION

JEA SHARE NAME	LOCATION	KYOCERA-COPYTAR MODEL	SERIAL NUMBER	STARTING METER
NGS02MSC454CJ	Northside Generating Station	CS3552ci		
NGS04CRC454CJ	Northside Generating Station	CS4052ci		
NGS10WC454CJ	Northside Generating Station	CS4052ci		
NGSENC454CJ	Northside Generating Station	CS3552ci		
NGSESC454CJ	Northside Generating Station	CS3552ci		
NGSRIC454CJ	Northside Generating Station	CS3552ci		
NGSMHBH428LJ	Northside Generating Station	CS4002i		
NGSSRBH428LJ	Northside Generating Station	CS4002i		
NGSAOBH428LJ	Northside Generation Station	CS4002i		
NGS NEW	Northside Generation Station (new)	CS3552ci		
PRLMEDBH364ELJ	Pearl Steet Medical	CS4002i		
PRL01MRC454CJ	Pearl Street	CS3552ci		
PRLWWC454CJ	Pearl Street	CS6052ci		
PRLWWBH423LJ	Pearl Street	CS4002i		
[illegible]	Ridenour	CS5052ci		
[illegible]	Ridenour	CS4002i		
SOCC554CJ	SOCC	CS5052ci		
SSCMIC454CJ	Sourthside Service Center	CS5052ci		
SSCC454CJ	Southside Service Center	CS5052ci		
SPR02C454CJ	Springfield Lab	CS4052ci		
SPRBH36LJ	Springfield Lab	CS3552ci		
TWR10C554CJ	Tower 10	CS5052ci		
TWR11BH423LJ	Tower 11	CS5052ci		
TWR12C454CJ	Tower 12	CS6052ci		
TWR13C454CJ	Tower 13	CS5052ci		
TWR14C554CJ	Tower 14	CS7052ci		
TWR15C554CJ	Tower 15	CS6052ci		
TWR16C554CJ	Tower 16- Executive	CS7052ci		
TWR16C364CJ	Tower 16- Executive	CS4052ci		
TWR02C454CJ	Tower 2	CS4052ci		
TWR03C454CJ	Tower 3	CS5052ci		
TWR04C454CJ	Tower 4	CS6052ci		
TWR05C454CJ	Tower 5	CS5052ci		
TWR06C554CJ	Tower 6	CS5052ci		
TWR07C454CJ	Tower 7	CS6052ci		
TWR08C454CJ	Tower 8	CS6052ci		
TWR09C554CJ	Tower 9	CS6052ci		
WSCC454CJ	Westside Service Center	CS6052ci		
WSSC - New	Westside Service Center (new)	CS4002i		
WSSIRBH428LJ	Westside Service Center	CS4002i		
[illegible]	Wheat Road Waste Water	M2640idw		

CUSTOMER ACCEPTANCE

This Schedule "A" is herby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Jacksonville Electric Authority	x Diane Quartermar	x Mgr. Highway Operations IC Support	10/10/2017
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED