

Welcome to the

Awards Meeting

February 13, 2025, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Aileen Cruz** by telephone at **(904) 776-1911** or by email at **cruza@jea.com** if you experience any technical difficulties during the meeting.

| JEA Awards Agenda February 13, 2025 225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor Teams Meeting Info Consent Agenda | | | | | | | | | | | | |
|---|--|--|----------|--------------------------|----------------|------------------------|----------------|-----------------------|-------------------|------------|--|---|
| The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code . Please refer to JEA's Procurement Code, if you wish to protest any of these items. | | | | | | | | | | | | |
| Award # | Type of Award | Solicitation # & Short Description/Title | VP | Awardee | Funding Source | Business Unit Estimate | Award Amount | Original Award Amount | New Not-to-Exceed | Amendments | Term (Projected) Start Date - End Date | JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded) |
| 1 | Minutes | Minutes from 02/06/2025 Meeting | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 2 | Invitation for Bid (IFB) | 1411828646 Bartram Substation and SOCC Annex Communication Tower Site Generators Supply and Installation | Wheeler | Zabatt Power Systems | Capital | \$500,000.00 | \$531,270.35 | N/A | \$531,270.35 | N/A | Project Completion Start Date: 03/27/2025 End Date: 09/30/2025 | N |
| | Advertised: 11/21/2024 Opened: 01/14/2025 Two (2) bids received Zabatt Power Systems: \$531,270.35 Cummins Power South: \$590,000.00 For additional information contact: David King The scope of this project is to provide and install two (2) 50 kW diesel powered backup generator systems, meeting JEA's IT Telecom Standards, at JEA communication tower sites. Two (2) bidders attended the mandatory pre-bid meeting on 12/05/2024. At bid opening on 01/14/2025 JEA received two (2) bids. Cummins Generators are a JEA Standard and Zabatt Power Systems are the approved Cummins dealer for this area. JEA reviewed the bids and deemed them appropriate for this equipment. The cost breakdown is approximately \$452,000 for the generators, and \$79,000 for installation. | | | | | | | | | | | |
| 3 | Invitation for Bid | 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project | Melendez | C and C Power Line, Inc. | Capital | \$1,702,470.00 | \$1,316,468.23 | N/A | \$1,316,468.23 | N/A | Project Completion Start Date: 02/13/2025 End Date: 02/28/2026 | N |
| | Advertised: 11/22/2024 Opened: 02/04/2025 Two (2) Bids Received: C and C Power Line, Inc. - \$1,316,468.23 Ferreira UTEC LLC - \$2,510,424.88 For additional information contact: Jason Behr The purpose of this solicitation is for the construction and material for circuit 690 & 693 UG 69kV reconductor project. Service includes manpower, material, equipment to replace approximately 950' of circuit 690 and 693.The Contractor shall supply all material to complete the work, including any cable, terminations, and conduits. The Contractor shall also construct the necessary duct-banks by way of HDD and open trenching. The Contractor shall remove existing duct-bank if it's in conflict with new one. The Contractor shall pull the specified cable, make up terminations, splices and jumpers and commission the cable system. Bidder must use a JEA approved OEM for UG 69KV cable which is currently Okonite, Kerite, and Prysmian. The limited competition for this bid can primarily be attributed to it being a turnkey project with specific deadlines, as well as the fact that only three cable suppliers were approved for the project. Additionally, one approved OEM was unable to meet the required bend radius for this particular project. The bid is \$1,316,468.23, which is below the budget estimate of \$1,702,470.00. So this award amount is deemed reasonable. | | | | | | | | | | | |
| 4 | Change Order/Ratification | N03 Boiler Feed Pump A DCI Repair | Erixton | HydroTex Dynamics, Inc. | Capital | \$327,998.00 | \$313,848.00 | \$14,150.00 | \$327,998.00 | N/A | Project Completion Start Date: 01/17/2025 End Date: 05/02/2025 | N |
| | Originally Awarded via Single Source Purchase Order: 01/17/2025 For additional information contact: Jason Behr Originally awarded as a Single Source due to the availability of parts for the antiquated equipment, the scope of work was to disassemble, clean, and inspect the boiler feed pump rotating assembly for a total of \$14,150.00. This change order includes all necessary parts and labor to repair the boiler feed pump assembly as found in the inspection as well as the expedite fee to move our assembly to the front of line to meet our needed timeline. The original purchase order was \$14,150 to disassemble, clean and inspect the boiler feed pump. After inspection, the additional amount needed for repairs, installation, labor, outside processing, and freight is \$260,511. The expedite fee is \$53,337. The ratification total is \$313,848. | | | | | | | | | | | |

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| 5 | Contract Increase | 1410616846 Transmission Engineering Services | Melendez | Chen Moore & Associates, Inc. Leidos Engineering, LLC | Capital,O&M | \$766,128.30 | Chen Moore & Associates, Inc.- \$250,964.70 Leidos Engineering, LLC- \$515,163.60 Pickett & Associates, Inc.- No Change | Chen Moore & Associates, Inc.- \$88,000.00 Leidos Engineering, LLC- \$88,000.00 Pickett & Associates, Inc.- \$88,000.00 | Chen Moore & Associates, Inc.- \$1,064,594.00 Leidos Engineering, LLC- \$915,163.60 Pickett & Associates, Inc.- \$100,000.00 (No Change) | 01/15/2023 Chen Moore & Associates, Inc.- \$12,000.00 Leidos Engineering, LLC- \$12,000.00 Pickett & Associates, Inc.- \$12,000.00 05/25/2023 Chen Moore & Associates, Inc.- \$141,850.00 Leidos Engineering, LLC- \$300,000.00 03/12/2024 Chen Moore & Associates, Inc.- \$73,966.30 | Three (3) Years w/ Two (2) - 1 Yr. Renewals Start Date: 11/17/2022 End Date: 09/30/2025 | JSEB Optional CMA ~ 7% Meskel & Assoc. 5% VIA - 2% Leidos ~ 5% CSI Geo - 1% Alpha Envirotech - 1% Smith Surveying - 3% Pickett & Assoc. ~5% Meskel & Assoc. 5% | |
| | Originally Awarded: 11/17/2022 For additional information contact: Jason Behr Contract engineers are needed to supplement the design process when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric transmission engineering. These contracts were originally awarded for established projects and budgets known at the time. The original award noted that we would return to the Awards Committee for increases as new projects were identified throughout the life of the contract. This increase is for new projects that have been established for FY25. There have been no rate increases outside of the standard CPI allowable per the contract. The vendors selected are based on expertise for the respective project, availability of resources, and distributing of projects. It should be noted that Pickett has been doing significant JEA work over this term, just not under this agreement and future work under this agreement with them is being planned. | | | | | | | | | | | | |
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| 6 | Contract Increase | 074-20 Repair and Installation of Access Control Systems | Brooks | Securadyne Systems Intermediate, LLC, dba Allied Universal Technology Services | Capital | \$553,974.17 | \$553,974.17 | \$5,467,000.00 | \$6,567,674.17 | 12/19/2025 - \$546,700.00 | Five (5) Years w/ One (1) - 1 Yr. Renewal Start Date: 12/15/2020 End Date: 12/14/2025 | N | |
| | Originally Awarded: 12/17/2020 For additional information contact: Jason Behr The scope of this contract was to secure the services of a qualified contractor which will provide procurement, installation, and maintenance for the JEA access control systems. The work performed by the contractor consists of, but is not limited to, all materials, labor, supervision, tools, electronic parts, wiring, software, hardware and equipment necessary to provide installation, maintenance, adjustments, testing, replacement of parts, and emergency service as herein specified. All maintenance services rendered under this contract shall be by uniformed employees of the bidder and no part of the servicing or emergency call-back service may be sub-contracted. This contract was originally awarded to the approved budget at the time of original award with the intention of the business unit returning to Awards Committee for increases as new projects were established. This increase is for established FY25 project estimates included in the backup documentation. Rates are aligned with the allowable CPI increases stated in the contract terms. | | | | | | | | | | | | |
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| Consent Agenda Action | | | | | | | | | | | | | |
| Committee Members in Attendance | Names | | | | | | | | | | | | |
| Motion by: | | | | | | | | | | | | | |
| Second By: | | | | | | | | | | | | | |
| Committee Decision | | | | | | | | | | | | | |

| Regular Agenda | | | | | | | | | | | | |
|---------------------------------------|--|--|---------|------------------------|----------------|------------------------|-----------------------|-------------------|------------|---|---|---|
| Award # | Type of Award | Solicitation # & Short Description/Title | VP | Awardee | Award Amount | Business Unit Estimate | Original Award Amount | New Not-to-Exceed | Amendments | Term | JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded) | Action |
| 1 | Reverse Auction | #1411905846 - Microsoft Enterprise Agreement Licensing and Support | Datz | SHI International Corp | \$6,267,473.19 | \$7,256,631.00 | N/A | \$6,267,473.19 | N/A | Three (3) Years w/ Two (2) - 1 Yr. Renewals Start Date: 03/01/2025 End Date: 02/29/2028 | N | Motion by: Second by: Committee Decision: |
| | Proven used: 12/22/2024 Non-Pricing Submission Date: 01/16/2025 Live Reverse Auction Date: 01/17/2025 Three (3) Proposals Received For additional information contact: Nickolas Dambrose This request is for reseller SHI International Corp to provide a Microsoft Enterprise Agreement licenses and support. The Microsoft Enterprise Agreement enhances productivity through streamlined workflows and integrated tools, improving collaboration and efficiency. Advanced security features and compliance tools will protect sensitive information, ensure regulatory adherence, and support data-driven decisions. Additionally, the agreement ensures future-ready infrastructure with ongoing updates while consolidating licenses, reducing costs, and optimizing resource allocation. It provides comprehensive access to the Windows Operating Systems, Office 365, and M365 Government tools, including desktop and web-based Office apps, Microsoft Teams, SharePoint, and advanced security features like Exchange Online Advanced Threat Protection and M365 Compliance. Additionally, it includes powerful analytics tools such as Power BI Pro, workflow automation with Power Automate, and specialized solutions like Microsoft Project, Visio, Visual Studio, and SQL databases for robust operational support. JEA utilized a reverse auction bidding process for the first time using the Zoom e-procuring system. A successful reverse auction maximizes bidding competition when the market conditions are determined to be ideal. Ideal market conditions for a successful reverse auction include: | | | | | | | | | | | |
| | DISCUSSION/ACTION: DISCUSSION/ACTION PARTICIPANTS: | | | | | | | | | | | |
| 2 | Rescind | 1411877847 Industrial Painting and Coating Services | Erixton | N/A | N/A | \$500,000.00 | N/A | N/A | N/A | N/A | N/A | Motion by: Second by: Committee Decision: |
| | Advertised: 12/03/2024 Opened: 01/07/2025 Eight (8) Bids Received: Brand Safway Solutions, LLC - \$47,755.00 Quick Painting Group - \$61,730.00 Gemstone, LLC - \$93,188.00 Five12 Painting & Remodeling LLC - \$94,680.00 Razorback LLC - \$95,420.00 Corrocoat USA Inc. - \$108,369.80 Krystal Klean - \$149,146.00 Southern Road & Bridge, LLC - \$310,450.00 For additional information contact: Lynn Rix The purpose of this Invitation to Bid is to select a vendor to provide industrial painting and coating services as described in this Solicitation and who is the lowest responsive and responsible bidder to meet or exceed the minimum qualifications set forth in this Solicitation. The Contract will be structured in a “Time and Materials” format. The painting and coating applications will include surface preparation of various substrates in accordance with this specification. In addition, supplemental painting and/or coating specifications developed by JEA’s Engineering/Maintenance department or from the Original Equipment Manufacturer (OEM) will accompany each project. For each project, Contractor shall provide material submittals for JEA review. The scope of work will include, but not be restricted to: Furnish labor, equipment, tools, expendables, and miscellaneous supplies to properly paint and apply coatings to designated plant assets. Additionally, the Contractor will supply all paint and coatings for items. Items that are to be painted or coated shall include structural steel, tanks, ladders, handrails, pumps, motors, piping, etc. JEA would like to rescind this Solicitation as the Bids received do not meet the needs of the business. The Bids were primarily from companies doing bridge and road painting, but without the more skilled coating experience—especially in confined spaces. The plan is to re-solicit as a Request for Proposal to include experience/resumes of key personnel and a better-defined set of minimum qualifications that more clearly specify the coating expertise and experience needed—especially in confined spaces. We are reaching out to companies to get their feedback. | | | | | | | | | | | |
| | DISCUSSION/ACTION: DISCUSSION/ACTION PARTICIPANTS: | | | | | | | | | | | |
| Consent and Regular Agenda Signatures | | | | | | | | | | | | |
| Budget | Name/Title _____ | | | | | | | | | | | |
| Awards Chairman | Name/Title _____ | | | | | | | | | | | |
| Procurement | Name/Title _____ | | | | | | | | | | | |
| Legal | Name/Title _____ | | | | | | | | | | | |

Award #1 Supporting Documents 02/13/25

JEA Awards Agenda
February 06, 2025
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor
[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

| Award # | Type of Award | Solicitation # & Short Description/Title | VP | Awardee | Funding Source | Business Unit Estimate | Award Amount | Original Award Amount | New Not-to-Exceed | Amendments | Term (Projected) Start Date - End Date | JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded) | | | | |
|--------------------------------------|--|---|-----------|--|----------------|------------------------|----------------|-----------------------|-------------------|------------|---|---|---------|-----------|-----------------------|--------------|
| 1 | Minutes | Minutes from 01/23/2025 Meeting | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | | | | |
| 2 | Change Order | Fulton Cut Towers | Melendez | Valmont Industries Inc. | Capital | \$970,703.00 | \$970,703.00 | \$16,624,140.00 | \$17,594,843.00 | N/A | One-Time Purchase Start Date: 02/21/2025 End Date: 12/31/2026 | N/A | | | | |
| | Originally Awarded as a Single Source: 11/14/2024 For Additional Information Contact: Jason Behr Jax Port and JEA entered into an agreement where JEA would replace the power lines across the Fulton Cut in order to increase clearances that would allow for higher air draft ships to reach the Jax Port Terminal. JEA is being reimbursed monthly by Jax Port for the design, construction, and materials direct costs. With regards to the proposed structure purchase, JEA evaluated the technical requirements and identified the structural system submitted by Valmont as the project suitable product. JEA will purchase and send a separate invoice to Jax Port for reimbursement. During our vetting process of the initial design, JEA's owners engineer (Burns and Mac) discovered some issues with the PLSCADD model that was provided to Valmont from JEA's design consultant, Pickett. On the Pyramax structures, a single conductor failure mechanism was not considered in the initial design. In the event of a conductor failure during a high wind scenario (NESC Extreme Wind), the tower becomes stressed past its design capacity. During the review for the monopoles, it was discovered that upgrading the conductor to a larger size (1590ACSR), on the back span, would stress two monopoles past their design limit. In consideration of both the cases above, additional steel and design time were added. At the suggestion of Burns and Mac, JEA also requested that an option for full structure assembly to occur at the Valmont plant prior to shipment. This would greatly limit the risk of misaligned, or ill-fitting parts and ultimately reduce the risk of a prolonged outage or missed ISD. We have also modified various attachments to account for splices that are now needed for the new construction methodology, by which we have reduced the outage duration. | | | | | | | | | | | | | | | |
| 3 | Developer Agreement | 2023-2507 Landings at Greenbriar | Zammataro | Pulte Home Company, LLC | Capital | \$382,529.60 | \$338,521.77 | N/A | \$338,521.77 | N/A | Project Completion Start Date: 01/01/2025 End Date: 08/31/2025 | N | | | | |
| | Advertised: 02/23/2024 Opened: 03/28/2024 One (1) bid received (by Developer) For additional information contact: David King This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Landings at Greenbriar - Phase 1 project (Avail. No. 2023-2507) is a water main transmission project along proposed Greenbriar Landing Parkway to serve the Landings at Greenbriar. The project elements are comprised as follows: Install 3,618 feet of 16" transmission water main (44% JEA participation). The developer has followed JEA procurement directives by advertising and awarding to the lowest bidder. The solicitation was advertised on 02/23/2024, and a pre-bid meeting was held on 03/05/2024. Only one bidder attended the prebid meeting and 1 bid was received. Vallencourt Construction Co., Inc. was the lowest overall bid and was awarded the project. The bid is approximately 13% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Cost Participation Policy and the bid amount is deemed reasonable. | | | | | | | | | | | | | | | |
| 4 | Developer Agreement | 2020-3773 Braddock Lakes | Zammataro | M.D.C. Holdings, Inc. c/o Richmond American Homes Florida, LLP | Capital | \$2,083,897.00 | \$1,063,932.70 | N/A | \$1,063,932.70 | N/A | Project Completion Start date: 12/01/2024 End Date: 09/30/2025 | N | | | | |
| | Advertised: 10/24/2024 Opened: 01/25/2024 Three (3) bids received (by Developer) For additional information contact: David King This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Braddock Lakes project (Avail. No. 2020-3773) consists of 368 single family residential units. This project is located within the District 2/Cedar Bay Sewer Basin and the North Water Grid. The developer has followed JEA procurement directives by advertising and awarding to the lowest overall bidder. The solicitation was advertised on 10/24/2024, and a pre-bid meeting was held on 10/30/2024. Seven (7) bidders attended the prebid meeting and three (3) bids were received. Pipeline Contractors, Inc. was the lowest overall bid and was awarded the project. The bid is approximately 51% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Cost Participation Policy for transmission sized mains, upsizing of infrastructure, and the bid amount is deemed reasonable. | | | | | | | | | | | | | | | |
| 5 | Invitation for Bid (IFB) | 1411889846 Portable Diesel Pump Rental for Storm Season | Vu | Sunbelt Rentals, Inc. | O&M | \$931,763.58 | \$874,260.00 | N/A | \$874,260.00 | N/A | Three (3) Years w/Two (2) - 1 Yr Renewals Start: 04/01/2025 End: 03/31/2028 | N/A | | | | |
| | Advertised: 12/19/2024 Opened: 01/28/2025 Three (3) Bids received <table><tr><td>Company</td><td>Bid Total</td></tr><tr><td>Sunbelt Rentals, Inc.</td><td>\$874,260.00</td></tr><tr><td>United Rentals (North America), Inc.</td><td>\$945,000.00</td></tr><tr><td>Synergy Rents, LLC</td><td>\$1,003,320.00</td></tr></table> For additional information contact: Darriel Brown This Invitation for Bid is to select a vendor that can provide dedicated portable diesel pump assets for exclusive use by JEA during the six (6) month storm season, from June 1 through November 30, each year of the contract term. Sunbelt Rentals, Inc. is the lowest bidder and incumbent supplier. For this new contract, the unit prices are increasing by about 20%. However, the business is requiring 30 pumps per storm season compared to the 40 pumps per storm season in the previous contract; this reduction in units required equates to an overall contract decrease of about 10%. The new contract will allow for CPI price adjustments going forward. | | | | | | | | | | | | Company | Bid Total | Sunbelt Rentals, Inc. | \$874,260.00 |
| Company | Bid Total | | | | | | | | | | | | | | | |
| Sunbelt Rentals, Inc. | \$874,260.00 | | | | | | | | | | | | | | | |
| United Rentals (North America), Inc. | \$945,000.00 | | | | | | | | | | | | | | | |
| Synergy Rents, LLC | \$1,003,320.00 | | | | | | | | | | | | | | | |

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|---------------------------------|---|---|----------|--|---------|----------------|--|---|--|---|---|---|
| 6 | Renewal | 071-19 Water/Wastewater Project Support Services | Melendez | Keville Enterprises, Inc. | Capital | \$5,700,000.00 | \$5,650,663.00 | \$20,279,306.00 | \$35,612,381.90 | 10/22/2022 - (\$1,500,000.00) 04/13/2023 - \$8,004,122.90 09/12/2024 - \$3,178,290.00 | Five (5) Years w/Two (2) - 1 Yr Renewals Start: 07/01/2019 End: 06/30/2026 No Renewals Remaining | Y AREC Safety Consulting LLC - \$748,145.00 |
| | Last awarded: 09/12/2024 For additional information contact: Marline McDonald The scope of work for this contract includes providing personnel to perform construction management, project management, scheduling, cost analysis, estimating, safety support and other job functions required to complete JEA's Water/Wastewater capital improvement program as required by JEA. This request is for approval of the last one-year contract renewal and its associated funding at the current staffing levels. Supplemental staff are needed due to the significant growth of the Water/Wastewater capital plan. The supplemental staff work on most of the capital projects in the capital plan in some capacity. Annual adjustments to hourly labor rates for this contract reflect increases tied to the Consumer Price Index (CPI). The supplemental staff services will be re-bid prior to the end of this renewal period. | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 7 | Contract Increase | 1410616846 Transmission Engineering Services | Melendez | Chen Moore & Associates, Inc. Leidos Engineering, LLC | Capital | \$757,931.70 | Chen Moore & Associates, Inc.- \$250,964.70 Leidos Engineering, LLC- \$506,967 Pickett & Associates, Inc.- No Change | Chen Moore & Associates, Inc.- \$88,000.00 Leidos Engineering, LLC- \$88,000.00 Pickett & Associates, Inc.- \$88,000.00 | Chen Moore & Associates, Inc.- \$1,064,594.00 Leidos Engineering, LLC- \$906,967.00 Pickett & Associates, Inc.- \$100,000.00 (No Change) | 01/15/2023 Chen Moore & Associates, Inc.- \$12,000.00 Leidos Engineering, LLC- \$12,000.00 Pickett & Associates, Inc.- \$12,000.00 05/25/2023 Chen Moore & Associates, Inc.- \$141,850.00 Leidos Engineering, LLC- \$300,000.00 03/12/2024 Chen Moore & Associates, Inc.- \$73,966.30 | Five (5) years w/ Two (2) - 1 Yr. Renewals Start Date: 11/17/2022 End Date: 09/30/2025 | JSEB Optional CMA ~ 7% Meskel & Assoc. 5% VIA - 2% Leidos ~ 5% CSI Geo - 1% Alpha Envirotech - 1% Smith Surveying - 3% Pickett & Assoc. ~5% Meskel & Assoc. 5% |
| | Deferred | | | | | | | | | | | |
| 8 | Change Order | 1411889646 (IFB) NGS - N01,N02,N03 Replacement of DCS Servers, Clients and Switches | Melendez | Netsync Network Solutions, Inc. | Capital | \$25,200.00 | \$25,200.00 | \$298,123.86 | \$323,323.86 | N/A | One-Time Purchase Start Date: 02/07/2025 End Date: 02/19/2025 | N |
| | Originally Awarded: 12/13/2024 For additional information contact: Jason Behr This sourcing request was for a vendor to provide firewall and switch equipment. The Distributed Control Systems (DCS) at NGS are utilized to control and operate N01, N02 and N03. The control systems consist of a large installed base of field hardware that requires a network of servers and HMI's to allow operations to interface with the plant control systems as well as to provide other critical functions such as control system backups, patching, access control and antivirus protection among other things. This was originally bid formally, but the total bid came back under the formal threshold and was informally awarded. This change order now brings it above the threshold and requires Awards Committee approval. The reason for the change order is because the control room switches have QSFP ports and the transceivers we originally ordered in the initial bid were meant for the server room switches. This left us short and this change order will be required for the fiber to fiber connection for the control room switches. | | | | | | | | | | | |
| Consent Agenda Action | | | | | | | | | | | | |
| Committee Members in Attendance | Names | Ted Phillips, Ricky Erixton, Jordan Pope | | | | | | | | | | |
| Motion by: | Ricky Erixton | | | | | | | | | | | |
| Second By: | Jordan Pope | | | | | | | | | | | |
| Committee Decision | Approved | | | | | | | | | | | |

| Regular Agenda | | | | | | | | | | | | |
|--|--|--|----------|------------------------------|----------------|------------------------|-----------------------|-------------------|------------|--|---|---|
| Award # | Type of Award | Solicitation # & Short Description/Title | VP | Awardee | Award Amount | Business Unit Estimate | Original Award Amount | New Not-to-Exceed | Amendments | Term | JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded) | Action |
| 1 | Rescind (Award) | 1411787846 South Shores Sub-Aqueous Force Main Rehab | Melendez | Logan Diving & Salvage | \$2,123,923.00 | N/A | N/A | N/A | N/A | Project Completion Start: 10/23/2024 End: 04/01/2025 | N | Motion by: Ricky Erixton Second by: Jordan Pope Committee Decision: Approved |
| | Advertised: 07/08/2024 Opened: 09/17/2024 One (1) bid received Awarded: 10/03/2024 \$2,123,923.00 For additional information contact: Marline McDonald | | | | | | | | | | | |
| | The scope of work for this contract was to armor the 42" force main crossing of the St. Johns River from the South Shores Master pump station to the Bay St. pump station. The scope includes the installation of approximately 625 LF of armoring over the 42" subaqueous ductile iron pipe FM across the St. Johns River at locations where the pipe cover has been scoured away, exposing the pipe. The proposed work was within and underwater of the St. Johns River. | | | | | | | | | | | |
| | The Awards Committee approved to award the project to Logan Diving & Salvage in the amount of \$2,123,923.00 on 10/03/2024. Prior to contract execution two hurricanes came through the project area. Logan Diving & Salvage was concerned that the site conditions could have changed after the hurricanes, and in accordance with Section 2.93 of the solicitation, they performed their due diligence to verify any changes to the site conditions. Based upon the field investigation, there was a significant change in the site conditions – some portions of the pipe were now suspended, instead of being exposed. JEA requested revised pricing from Logan Diving & Salvage based on the new site conditions. Staff reviewed the contractor's updated pricing and it approximately doubled the contractor's bid. Staff recommends rescinding this award based on changes in the underwater site conditions which require redesign and nearly doubling the contractor's bid price. This project will be redesigned and re-bid within the next 12 months. | | | | | | | | | | | |
| DISCUSSION/ACTION: Explanation was requested for why this award is being rescinded. The project was approved for armoring the force main at the bottom of the river. After recent hurricane damage, the scope of the project increased which resulted in additional costs. This project has been placed on hold for redesign and will be rebid in the future. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Mike Williams | | | | | | | | | | | | |
| 2 | Single Source | B53 UAT Replacement | Melendez | SCHNEIDER ELECTRIC USA, INC. | \$629,855.00 | \$653,915.00 | N/A | \$629,855.00 | N/A | Project Completion Start Date: 02/06/2025 End Date: 05/09/2026 | N | Motion by: Jordan Pope Second by: Ricky Erixton Committee Decision: Approved |
| | Single Source For Additional Information Contact: Jason Behr | | | | | | | | | | | |
| | The Brandy Branch GE 7FA's were constructed with Schneider Electric Unit Auxiliary Transformers that are 5MVA cast coil, not oil filled. Relacing the cast coil transformer with an oil filled transformer would require the addition of containment and firewalls as the current configuration doesn't have the infrastructure in place that would be required for an oil filled transformer. On March 21, 2024, the secondary side bus bar overheated due to loose bolted connections and the instrument CT's overheated and caught on fire. Due to the failing test data and the cost / risk associated with repairing the existing transformer, the decision has been made to replace the transformer. | | | | | | | | | | | |
| | •The UAT transformer provides a means of supplying all the auxiliary loads associated with the generator. •This specific transformer is installed on B51, B52 and B53. •The UAT's have lasted past their serviceable life expectancy with very little maintenance. •Pricing on transformers has almost doubled due to inflation over the past eight years. •Per NERC regulation, all unit house loads must be fed from the UAT transformer. Currently all auxiliary equipment for unit B52 is being powered from the startup service switchgear. •Provide Schneider Electric has been a source for transformers and other critical equipment for JEA for decades. •A previous replacement on B52 justified the OEM purchase since the OEM will guarantee a physical fit without major modifications to either the transformer or the slab and conduits below it. Because Schneider has the intellectual property for this transformer it is Engineering's recommendation to make another OEM purchase. | | | | | | | | | | | |
| DISCUSSION/ACTION: Clarification was requested as to why this is a single source. There are three transformers at Brandy Branch that are a highly customized design. Change to these would be an extensive and costly redesign. The OEM can guarantee exact fit. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Jose Dominguez | | | | | | | | | | | | |
| Consent and Regular Agenda Signatures | | | | | | | | | | | | |
| Budget | Name/Title | Stephane McNealy | | | | | | | | | | |
| Awards Chairman | Name/Title | Theodore B Phillips | | | | | | | | | | |
| Procurement | Name/Title | Lisa Pleasant on behalf of Jenny McCollum | | | | | | | | | | |
| Legal | Name/Title | Rebecca Lavis | | | | | | | | | | |

Award #2 Supporting Documents 02/13/25

1411828646 Appendix B - Bid Forms

Bartram Substation and SOCC Annex Communication Tower Site Generators Supply and Installation

Submit a scanned signed copy of this document

Company Name: Zabatt Engine Services, Inc.

Company's Address 4612 Highway Avenue, Jacksonville, FL 32254

Phone Number: 904-384-4505 FAX No: 904-394-7446 Email Address: sales@zabatt.com

License Number: EC13013144 / CBC1257077

BID SECURITY REQUIREMENTS

- ☐ None required
☒ Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- ☐ One Time Purchase
☐ Annual Requirements
☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☐ None required
☒ Bond required 100% of Bid Award

QUANTITIES

- ☒ Quantities indicated are exacting
☐ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

ENTER YOUR BID FOR SOLICITATION 1411828646

TOTAL BID PRICE

Total Bid Price
(enter total from cell F38 in the Bid Workbook) \$ 531,270.35

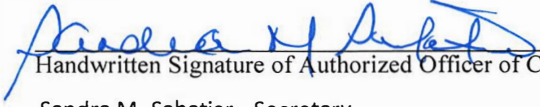
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER'S CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda

1 through 2


Handwritten Signature of Authorized Officer of Company or Agent

1/13/2025

Date

Sandra M. Sabatier - Secretary
Printed Name and Title

1411828646 Appendix B – Minimum Qualification Form
Bartram Substation and SOCC Annex Communication Tower Site Generators Supply and Installation

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

BIDDER INFORMATION

COMPANY NAME: Zabatt Engine Services, Inc.

BUSINESS ADDRESS: 4612 Highway Avenue

CITY, STATE, ZIP CODE: Jacksonville, F 32254

TELEPHONE: 904-384-4505

FAX: 904-394-7446

E-MAIL: Sales@zabatt.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Sandra M. Sabatier

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Sandra M. Sabatier - Secretary

MINIMUM QUALIFICATIONS:

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation.

- Bidder must be an authorized Cummins distributor or reseller and warranty provider.
- Bidder must have a service office within 25 miles of the JEA service Territory.
- Bidder must have completed two similar projects in the last five years.

It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated above. A Bidder not meeting all of the following criteria will have their Bid rejected.

| 1411828646 Appendix B - Bid Workbook | | | | | |
|---|--|-----|--------------|------------------------------|----------------------|
| Bartram Substation and SOCC Annex Communication Tower Site Generators Supply and Installation | | | | | |
| (Only complete the Prices in Yellow Cells) | | | | | |
| Company Name: | | | | Zabatt Engine Services, Inc. | |
| Item No. | Description | UOM | Unit Rate | Quantity | Total |
| PART A -Bartram Substation | | | | | |
| 1 | Bartram Substation Communication Tower Site Generators Supply and Installation | | | | |
| | Generator | LS | \$ 57,176.54 | 1 | \$ 57,176.54 |
| | ATS | LS | \$ 25,430.11 | 1 | \$ 25,430.11 |
| | Fuel Tank | LS | \$ 34,090.90 | 1 | \$ 34,090.90 |
| | Enclosure | LS | \$ 85,227.27 | 1 | \$ 85,227.27 |
| | * ALL Other Items | LS | \$ 15,530.29 | 1 | \$ 15,530.29 |
| | Installation Costs | LS | \$ 30,544.16 | 1 | \$ 30,544.16 |
| | Supplemental Work Authorization (SWA) for any unforeseen additional work required for a complete and operational system. This SWA work shall be clearly defined by JEA and a LUMP SUM BID shall be provided by the Vendor. The total NOT TO EXCEED Amount is \$10,000.00. | LS | \$ 7,000.00 | 1 | \$ 7,000.00 |
| | Provide a Third Party Inspector acceptable and provided by JEA whose responsibilities will be as defined in the attached "Third Party Inspection – Generator Installations Only". A separate Line Item for each site shall be added in the amount of \$10,000.00 to cover the cost of this Third Party Inspector. This Inspector will represent JEA in all respects during the constructions and commissioning of the generators. The vendor shall be responsible for reimbursing the Third Party Inspector for his services at the agreed upon rates requested by him. This is a pass through charge and the vendor / contractor shall be reimbursed for this cost. | | | | \$ 10,000.00 |
| SUBTOTAL PART A | | | | | \$ 264,999.27 |
| PART B - SOCC Annex | | | | | |
| 2 | SOCC Annex Communication Tower Site Generators Supply and Installation | | | | |
| | Generator | LS | \$ 57,176.54 | 1 | \$ 57,176.54 |
| | ATS | LS | \$ 25,430.11 | 1 | \$ 25,430.11 |
| | Fuel Tank | LS | \$ 34,090.90 | 1 | \$ 34,090.90 |
| | Enclosure | LS | \$ 85,227.27 | 1 | \$ 85,227.27 |
| | * ALL Other Items | LS | \$ 15,567.29 | 1 | \$ 15,567.29 |
| | Installation Costs | LS | \$ 31,778.97 | 1 | \$ 31,778.97 |
| | Supplemental Work Authorization (SWA) for any unforeseen additional work required for a complete and operational system. This SWA work shall be clearly defined by JEA and a LUMP SUM BID shall be provided by the Vendor. The total NOT TO EXCEED Amount is \$10,000.00. | LS | \$ 7,000.00 | 1 | \$ 7,000.00 |
| | Provide a Third Party Inspector acceptable and provided by JEA whose responsibilities will be as defined in the attached "Third Party Inspection – Generator Installations Only". A separate Line Item for each site shall be added in the amount of \$10,000.00 to cover the cost of this Third Party Inspector. This Inspector will represent JEA in all respects during the constructions and commissioning of the generators. The vendor shall be responsible for reimbursing the Third Party Inspector for his services at the agreed upon rates requested by him. This is a pass through charge and the vendor / contractor shall be reimbursed for this cost. | | | | \$ 10,000.00 |
| SUBTOTAL PART B | | | | | \$ 266,271.08 |
| BID TOTAL PRICE MATERIALS & SERVICES | | | | | \$ 531,270.35 |

| | |
|---|----------------------|
| Total Bid Price (transfer total to Page 1 Appendix B - Bid Form) | \$ 531,270.35 |
|---|----------------------|

*All Other Items include but is not limited to the following: Any and all costs that may apply to Operational Acceptance and Final Completion of generator unit, shipping, etc.

1411890046 (IFB) Ckt 690 & 693 UG 69kV Re conductor Project Appendix B - Bid Forms

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: C and C Power Line Inc.Company's Address: 12035 Palm Lake Drive Jacksonville, Florida 32218License Number: ECA000909Phone Number: 904-751-6020 FAX No: _____ Email Address: rsprenger@ccpowerline.com**BID SECURITY REQUIREMENTS**

- ☐ None required
☒ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT

- ☐ One Time Purchase
☐ Term - N/A
☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☐ None required
☒ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

| Item No. | ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: | TOTAL BID PRICE |
|----------|--|------------------------|
| 1 | Bid Price for Circuit 690 | \$ <u>656,907.31</u> |
| 2 | Bid Price for Circuit 693 | \$ <u>659,560.92</u> |
| 3 | Total Bid Price | \$ <u>1,316,468.23</u> |

☐ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

1 through 4

Handwritten Signature of Authorized Officer of Company or Agent

1/14/25

Date

Rick Sprenger Vice President
 Printed Name and Title

BID BOND

STATE OF FLORIDA

COUNTY OF: Duval

KNOW ALL PERSONS BY THESE PRESENTS, That we, C and C Powerline, Inc. (hereinafter called "Principal"), and Everest Reinsurance Company as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$ Ten Percent *, lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *(10%) of the Total Amount Bid

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the JEA for:

690 & 693 Ckt. Underground 69kv Reconductor

IFB 1411890046

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of Ten Percent ** be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with the JEA and furnish a Section 255.05 Florida Statutes Contract Bond in an amount equal to Ten Percent (10%) *** for the performance of said contract, within ten consecutive calendar days after written notice being given of acceptance by the JEA. ***(10%) of the Total Amount Bid

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with the JEA, and furnishes a Section 255.05, Florida Statutes Contract Bond in an amount equal to Ten Percent (10%) of the Total Amount Bid satisfactory to the JEA, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the JEA, and the Surety herein agrees to pay said sum immediately upon demand of said JEA, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 7th day of January, 2025

ATTEST:

[Signature]
Signature
Obie Dowaldson
Type/Print Name

[Signature]
Signature
Damon Shell
Type/Print Name

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Signature
Nicholas Fredrickson
Type/Print Name
[Signature]
Signature
Elizabeth R. Hahn
Type/Print Name

C and C Powerline, Inc.
(Principal Company Name)
[Signature]
Signature
RICK SPRENGER
Type/Print Name
VICE PRESIDENT
Title
AS PRINCIPAL

Everest Reinsurance Company
(Surety Company Name)
[Signature]
Signature
Katelyn Cooper
Type/Print Name
Attorney-in-Fact
Title
AS SURETY



Name of Agent: Parker, Smith & Feek
Address: 2233 112th Ave NE
Bellevue, WA 98004

Countersigned:

By N/A
Resident Agent
State of Florida

Name of Firm: N/A
Address: N/A

Form Approved:

Assistant General Counsel



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Guy P. Armfield, Elizabeth R. Hahn, Roger Kaltenbach, Jana M. Roy, Scott Fisher, Mindee L. Rankin, Nicholas Fredrickson, Deanna M. French, Susan B. Larson, Greg J. Lagreid, Andrew Kerslake, Katelyn Cooper

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others. and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 23rd day of February 2024.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 23rd day of February 2024, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 7th day of January 2025.



By: Sylvia Semerdjian, Secretary

| Schedule of Values | | | | | | |
|---|-----------------------------------|--|----------|--------------|--------------|----------------|
| Scope | # | ITEM DESCRIPTION | UOM | Quantity | Unit Price | Extended Price |
| MoB / Demob / Bond | 1 | 1.1 MOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 2 | 1.2 DEMOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 3 | 1.3 BID BOND | Lump Sum | 1 | \$ 7,193.03 | \$ 7,193.03 |
| Site Preparation | 4 | 2.1 SURVEYING - LAYOUT PROPOSED BORE PATH | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 5 | 2.2 SURVEYING - STAKE EXTENTS OF EXCAVATION | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 6 | 2.3 SURVEYING - STAKE BOUNDARIES OF PERMANENT AND TEMPORARY EASEMENTS | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| Transmission Structures, Cable and Ductbank Installation / removal | 7 | 3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 8 | 3.2 RETURN UNUSED JEA MATERIALS | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 9 | 3.3 RECEIVE, UNLOAD AND SPOT STRUCTURES AND ASSOCIATED HARDWARE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 10 | 3.4 INSTALLATION OF GROUND ROD ADD GROUND WIRE ON POLE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 11 | 3.5 HORIZONTAL DIRECTIONAL DRILL OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 47,832.13 | \$ 47,832.13 |
| | 12 | 3.6 TRENCH INSTALLATION OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 22,000.00 | \$ 22,000.00 |
| | 13 | 3.7 DEMOLITION OF EXISTING CONCRETE CAP AND CABLES | Lump Sum | 1 | \$ 30,000.00 | \$ 30,000.00 |
| | 14 | 3.8 MATERIAL COST OF 2000KCMIL CABLE PLUS SHIPPING TO SITE | Lump Sum | 1800 | \$ 123.66 | \$ 222,588.00 |
| | 15 | 3.9 INSTALLATION OF 2000KCMIL CABLE AND GROUND CONTINUITY CABLE | Lump Sum | 1 | \$ 65,000.00 | \$ 65,000.00 |
| | 16 | 3.10 FRAME POLE RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 17 | 3.11 FRAME SUBSTATION RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 18 | 3.12 BUILD JUMPERS | Lump Sum | 1 | \$ 6,000.00 | \$ 6,000.00 |
| | 19 | 3.13 PROVIDE AND INSTALL CABLE GUARD | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 20 | 3.14 DEWATERING | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 21 | 3.15 CABLE VLF TESTING | Lump Sum | 1 | \$ 21,400.00 | \$ 21,400.00 | |
| 22 | 3.16 MATERIAL COST OF TERMINATORS | Lump Sum | 1 | \$ 37,227.48 | \$ 37,227.48 | |
| Miscellaneous | 23 | 4.1 RESTORATION | Lump Sum | | \$ 20,000.00 | \$ 20,000.00 |
| | 24 | 4.2 AS-BUILT DRAWINGS | Lump Sum | | \$ 500.00 | \$ 500.00 |
| | 25 | 4.3 SILT FENCE, EROSION AND SEDIMENT CONTROL ASSEMBLY, INSTALLATION, AND REMOVAL | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 26 | 4.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE SCOPE OF THREE (3)) | Per Rod | 5 | \$ 250.00 | \$ 1,250.00 |
| | 27 | 4.5 MOT TO BE USED FOR ALL MOT ON ALL ROADS | Lump Sum | | \$ 869.21 | \$ 869.21 |
| Subtotal Line 1- 27 Above | | | | | | \$ 597,188.46 |
| SWA (10% of Subtotal) | | | | | | \$ 59,718.85 |
| Total Bid Price (Enter this amount on line 1 of the Bid Form) | | | | | | |

Award #3 Supporting Documents 02/13/25

| Schedule of Values | | | | | | |
|--|----|--|----------|----------|--------------|----------------|
| Scope | # | ITEM DESCRIPTION | UOM | Quantity | Unit Price | Extended Price |
| MoB / Demob / Bond | 1 | 1.1 MOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 2 | 1.2 DEMOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 3 | 1.3 BID BOND | Lump Sum | 1 | \$ 6,988.97 | \$ 6,988.97 |
| Site Preparation | 4 | 2.1 SURVEYING - LAYOUT PROPOSED BORE PATH | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 5 | 2.2 SURVEYING - STAKE EXTENTS OF EXCAVATION | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 6 | 2.3 SURVEYING - STAKE BOUNDARIES OF PERMANENT AND TEMPORARY EASEMENTS | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| Transmission Structures, Cable and Ductbank Installation / removal | 7 | 3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 8 | 3.2 RETURN UNUSED JEA MATERIALS | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 9 | 3.3 RECEIVE, UNLOAD AND SPOT STRUCTURES AND ASSOCIATED HARDWARE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 10 | 3.4 INSTALLATION OF GROUND ROD ADD GROUND WIRE ON POLE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 11 | 3.5 HORIZONTAL DIRECTIONAL DRILL OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 61,519.57 | \$ 61,519.57 |
| | 12 | 3.6 TRENCH INSTALLATION OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 35,000.00 | \$ 35,000.00 |
| | 13 | 3.7 DEMOLITION OF EXISTING CONCRETE CAP AND CABLES | Lump Sum | 1 | \$ 60,000.00 | \$ 60,000.00 |
| | 14 | 3.8 MATERIAL COST OF 2000KCMIL CABLE PLUS SHIPPING TO SITE | Lump Sum | 1200 | \$ 126.66 | \$ 151,992.00 |
| | 15 | 3.9 INSTALLATION OF 2000KCMIL CABLE AND GROUND CONTINUITY CABLE | Lump Sum | 1 | \$ 65,000.00 | \$ 65,000.00 |
| | 16 | 3.10 FRAME POLE RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 17 | 3.11 FRAME SUBSTATION RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 18 | 3.12 BUILD JUMPERS | Lump Sum | 1 | \$ 6,000.00 | \$ 6,000.00 |
| | 19 | 3.13 PROVIDE AND INSTALL CABLE GUARD | Lump Sum | 1 | \$ 1,500.00 | \$ 6,000.00 |
| | 20 | 3.14 DEWATERING | Lump Sum | 1 | \$ 10,000.00 | \$ 1,500.00 |
| | 21 | 3.15 CABLE VLF TESTING | Lump Sum | 1 | \$ 21,400.00 | \$ 21,400.00 |
| | 22 | 3.16 MATERIAL COST OF TERMINATORS | Lump Sum | 1 | \$ 37,227.48 | \$ 37,227.48 |
| Miscellaneous | 23 | 4.1 RESTORATION | Lump Sum | | \$ 40,525.00 | \$ 40,525.00 |
| | 24 | 4.2 AS-BUILT DRAWINGS | Lump Sum | | \$ 500.00 | \$ 500.00 |
| | 25 | 4.3 SILT FENCE, EROSION AND SEDIMENT CONTROL ASSEMBLY, INSTALLATION, AND REMOVAL | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 26 | 4.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE SCOPE OF THREE (3)) | Per Rod | 5 | \$ 250.00 | \$ 1,250.00 |
| | 27 | 4.5 MOT TO BE USED FOR ALL MOT ON ALL ROADS | Lump Sum | 1 | \$ 869.21 | \$ 869.21 |
| Subtotal Line 1- 27 Above | | | | | | \$ 599,600.84 |
| SWA (10% of Subtotal) | | | | | | \$ 59,960.08 |
| Total Bid Price (Enter this amount on line 1 of the Bid Form) | | | | | | \$ 659,560.92 |

1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project Appendix B - Bid Forms

LIST OF SUBCONTRACTORS

JEA Solicitation Number _____ requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

| Type of Work | Corporate Name of Subcontractor | Subcontractor Primary Contact Person & Telephone Number | Subcontractor's License Number (if applicable) | Percentage of Work or Dollar Amount |
|--------------|---------------------------------|---|--|-------------------------------------|
|--------------|---------------------------------|---|--|-------------------------------------|

K-3 Directional Drilling - Directional Boring

Anderson Wood - High Voltage Terminations

Advanced Testing Serviced - High voltage Cable Testing

Signed: _____



Company: _____

C and C Power Line Inc.

Address: _____

12035 Palm Lake Drive Jax, Fl. 32218

Date: _____

1/14/2025


1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project Appendix B - Bid Forms

LIST OF JSEB SUBCONTRACTORS

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA - _____. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

| Class of Work (Category) Dollar Amount | Name of JSEB Contractor (Indicate below) | Percentage of Total Job or |
|---|---|----------------------------|
| | | |

No JSEB's

Signed: 
Company: C and C Power Line Inc.
Address: 12035 Palm Lake Drive Jax. Fl. 32218
Date: 1/14/2025

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
6. No relative of a JEA officer or employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)


If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.

1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project Appendix B - Bid Forms

**CONFLICT OF INTEREST DISCLOSURE FORM**

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be disqualified from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

| | |
|--|--|
| JEA Bid/Solicitation/Contract Number: 1411890046 | Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: N/A |
| Vendor Name: C and C Power Line Inc. | Vendor Phone: 904-751-6020 |
| Vendor's Authorized Representative Name and Title: Rick Sprenger Vice President | Authorized Representative's Phone: 904-759-4703 |
| NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST | |
| Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form. | Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply: |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| <input type="checkbox"/> Vendor has no conflict of interest to report. <input type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract. <input checked="" type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor. | |
| Vendor's Authorized Representative Signature:  | Date: 1/14/2025 |
| Rick Sprenger | |

1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project Appendix B - Bid Forms

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

| | | |
|-----------------------------|------------|-------|
| Name of JEA Ethics Officer: | Signature: | Date: |
| Note: | | |



Building Community®

Procurement Department Bid Section

December 9, 2024

ADDENDUM NUMBER: O. NE, 1.

TITLE: 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project

PROPOSAL DUE DATE: ~~December 17, 2024~~, January 07, 2025

TIME OF RECEIPT: 12:00 PM EST

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **Change:** The Bid Due Date has been changed to Tuesday, January 07, 2025.
2. **Question:** Paragraph 1.15 of the Solicitation requires "NO EXCEPTIONS". Given the nature of this project, that is going to be difficult. Can you explain the intent?

Answer: Exceptions may be considered during contract phase.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM.



Procurement Department Bid Section

December 17, 2024

ADDENDUM NUMBER: TWO (2) _____

TITLE: 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project _____

PROPOSAL DUE DATE: ~~December 17, 2024~~, ~~January 07, 2025~~, January 14, 2025 _____

TIME OF RECEIPT: 12:00 PM EST _____

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **Change:** The Bid Due Date has been changed to Tuesday, January 14, 2025.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM.



Procurement Department Bid Section

January 14, 2025

ADDENDUM NUMBER: THREE (3)

TITLE: 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project

PROPOSAL DUE DATE: ~~December 17, 2024~~, ~~January 07, 2025~~, ~~January 14, 2025~~, January 28, 2025

TIME OF RECEIPT: 12:00 PM EST

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **Change:** The Bid Due Date has been changed to Tuesday, January 28, 2025.
2. **Add:** JEA adds a second mandatory pre-bid meeting on **January 17, 2025 at 10:00AM via Microsoft Teams**.

****Please note this is only mandatory for participants who did not attend the first mandatory pre-bid meeting.****

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 221 375 205 884

Passcode: g4bj2tT2

Dial in by phone

[+1 469-208-1810, 745790359#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 745 790 359#

Join on a video conferencing device

Tenant key: jea@m.webex.com

Video ID: 114 525 179 8

[More info](#)

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM.



Procurement Department Bid Section

January 24, 2025

ADDENDUM NUMBER: Four (4)

TITLE: 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project

PROPOSAL DUE DATE: ~~December 17, 2024, January 07, 2025, January 14, 2025, January 28, 2025~~, February 4, 2025

TIME OF RECEIPT: 12:00 P MEST

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **Change:** The Bid Due Date has been changed to Tuesday, February 04, 2025.
2. **Question:** Does Investment Recovery need the cable cover/insulation to be removed before being added to the bin?
Answer: No
3. **Note:** JEA wants to emphasize that prime contractor and sub-contractors must be safety qualified prior to start of work. Please refer to Section 1.17 and Section 2.186 in the Solicitation for more details.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM.

1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project Appendix B - Bid Forms

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

BIDDER INFORMATION

COMPANY NAME: Card Powerline Inc.

BUSINESS ADDRESS: 12035 Palm Lake Drive

CITY, STATE, ZIP CODE: Jacksonville, Florida 32218

TELEPHONE: 904-751-6020

FAX: 904-757-0964

E-MAIL: rsprenger@ccpowerline.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Rick Sprenger

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Rick Sprenger Vice President

MINIMUM QUALIFICATIONS:

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- I. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- II. Respondent must be a JEA approved supplier for UG 69KV
 - I. Current List: Okonite, Kerite, Prysmian
 - Bidder shall have successfully completed three (3) similar projects in the past three (5) years ending November 30, 2024. A similar project is defined as an UG 69Kv re-conductor project as defined in the technical specifications of this solicitation. Each similar project shall have been \$200,000.00 in value or greater.

PROJECT 1

Project Title HERLONG CKT. 692 RECONDUCTOR
Reference Contact Name JASON RIENHART JEA
Reference Phone Number 904 - 625 - 5974
Reference E-Mail Address rineja@jea.com
Contract Year/Amount \$ 650,000.00
Address of Work 7424 WILEY ROAD JAX. FLORIDA 32210
Description of Project

RECONDUCT THE OLD 692 CIRCUIT
INSTALLED NEW DIRECTIONAL BORE, PULLED
IN NEW 69KV DI-ELECTRIC CABLE AND
INSTALLED NEW 69KV TERMINATIONS.

SUBCONTRACTOR FOR MARION UTILITY LLC.
IAN STANGLE - OPERATIONS MANAGER
203-535-4374

PROJECT 2

Project Title OAKWOOD VILLA CTK. 649
Reference Contact Name JASON RIENHART JEA.
Reference Phone Number 904 - 625 - 5974
Reference E-Mail Address rineja@jea.com
Contract Year/Amount \$ 980,000.00
Address of Work 439 BOWLAN STREET JAX. FLORIDA 32211

Description of Project RECONDUCT THE OLD 649 CIRCUIT,
INSTALL NEW DIRECTIONAL BORE, PULLED
IN NEW 69KV DI-ELECTRIC CABLE, AND
INSTALLED NEW 69KV TERMINATIONS.

SUBCONTRACTOR FOR MARMON UTILITY LLC
IAN STANGLE - OPERATIONS MANAGER
203 - 535 - 4374

PROJECT 3

Project Title ouc AZALEA SUBSTATION 115KV
Reference Contact Name CHUCK EASTERLING
Reference Phone Number WORK: 407-423-9100 CELL: 321-436-6246
Reference E-Mail Address CEASTERLING@ouc.com
Contract Year/Amount \$ 250,000.00
Address of Work 6692 HEATHER ROAD ORLANDO, FLA. 32807
Description of Project REMOVE BAD 115KV CABLE
INSIDE THE SUBSTATION, TRENCHED AND
EXCAVATED NEW 115KV CABLE AND INSTALLED
NEW 115KV TERMINATIONS.

SUBCONTRACTOR FOR MARMON UTILITY LLC
IAN STANGLE - OPERATIONS MANAGER
203-535-4374



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

COLLEY, JESSE B

C AND C POWERLINE, INC.

12035 PALM LAKE DRIVE

JACKSONVILLE FL 32218

LICENSE NUMBER ECA000909

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Award #3 Supporting Documents 02/13/25

| Schedule of Values | | | | | | |
|--|----|--|----------|----------|--------------|----------------|
| Scope | # | ITEM DESCRIPTION | UOM | Quantity | Unit Price | Extended Price |
| Mob / Demob / Bond | 1 | 1.1 MOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 2 | 1.2 DEMOBILIZATION | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 3 | 1.3 BID BOND | Lump Sum | 1 | \$ 6,988.97 | \$ 6,988.97 |
| Site Preparation | 4 | 2.1 SURVEYING - LAYOUT PROPOSED BORE PATH | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 5 | 2.2 SURVEYING - STAKE EXTENTS OF EXCAVATION | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| | 6 | 2.3 SURVEYING - STAKE BOUNDARIES OF PERMANENT AND TEMPORARY EASEMENTS | Lump Sum | 1 | \$ 591.25 | \$ 591.25 |
| Transmission Structures, Cable and Ductbank Installation / removal | 7 | 3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 8 | 3.2 RETURN UNUSED JEA MATERIALS | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 9 | 3.3 RECEIVE, UNLOAD AND SPOT STRUCTURES AND ASSOCIATED HARDWARE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 10 | 3.4 INSTALLATION OF GROUND ROD AND GROUND WIRE ON POLE | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 11 | 3.5 HORIZONTAL DIRECTIONAL DRILL OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 61,519.57 | \$ 61,519.57 |
| | 12 | 3.6 TRENCH INSTALLATION OF (4) 6" AND (1) 2" CONDUITS | Lump Sum | 1 | \$ 55,000.00 | \$ 55,000.00 |
| | 13 | 3.7 DEMOLITION OF EXISTING CONCRETE CAP AND CABLES | Lump Sum | 1 | \$ 30,000.00 | \$ 30,000.00 |
| | 14 | 3.8 MATERIAL COST OF 2000KCMIL CABLE PLUS SHIPPING TO SITE | Lump Sum | 1200 | \$ 136.26 | \$ 163,517.00 |
| | 15 | 3.9 INSTALLATION OF 2000KCMIL CABLE AND GROUND CONTINUITY CABLE | Lump Sum | 1 | \$ 65,000.00 | \$ 65,000.00 |
| | 16 | 3.10 FRAME POLE RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 17 | 3.11 FRAME SUBSTATION RISER INCLUDING INSTALLATION TERMINATORS AND ARRASTORS | Lump Sum | 1 | \$ 36,527.43 | \$ 36,527.43 |
| | 18 | 3.12 BUILD JUMPERS | Lump Sum | 1 | \$ 6,000.00 | \$ 6,000.00 |
| | 19 | 3.13 PROVIDE AND INSTALL CABLE GUARD | Lump Sum | 1 | \$ 1,500.00 | \$ 1,500.00 |
| | 20 | 3.14 DEWATERING | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | 21 | 3.15 CABLE VLF TESTING | Lump Sum | 1 | \$ 21,400.00 | \$ 21,400.00 |
| | 22 | 3.16 MATERIAL COST OF TERMINATORS | Lump Sum | 1 | \$ 37,227.48 | \$ 37,227.48 |
| Miscellaneous | 23 | 4.1 RESTORATION | Lump Sum | | \$ 35,000.00 | \$ 35,000.00 |
| | 24 | 4.2 AS-BUILT DRAWINGS | Lump Sum | | \$ 500.00 | \$ 500.00 |
| | 25 | 4.3 SILT FENCE, EROSION AND SEDIMENT CONTROL ASSEMBLY, INSTALLATION, AND REMOVAL | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | 26 | 4.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE SCOPE OF THREE (3)) | Per Rod | 5 | \$ 250.00 | \$ 1,250.00 |
| | 27 | 4.5 MOT TO BE USED FOR ALL MOT ON ALL ROADS | Lump Sum | 1 | \$ 869.21 | \$ 869.21 |
| Subtotal Line 1- 27 Above | | | | | | \$ 599,600.84 |
| SWA (10% of Subtotal) | | | | | | \$ 59,960.08 |
| Total Bid Price (Enter this amount on line 1 of the Bid Form) | | | | | | \$ 659,560.92 |

Award #3 Supporting Documents 02/13/25

From: [Behr, Jason V.](#)
To: [Rick Sprenger](#); [Charles Vandenburg](#)
Cc: [Pleasants, Lisa L](#); [Talebi Shojaeion, Mohsen](#); [Pearson, Kenny R](#)
Subject: 1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project - Intent to Award
Date: Wednesday, February 5, 2025 10:37:54 AM
Attachments: [image001.png](#)

Hello All,

This communication is to inform you of JEA's intent to award for Solicitation **1411890046 (IFB) Ckt 690 & 693 UG 69kV Reconductor Project.** JEA has reviewed all the submittals and has determined **C and C Power Line, Inc.** is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

| Company Name | Rank | Total Bid Amount |
|---------------------------------|----------|-----------------------|
| C and C Power Line, Inc. | 1 | \$1,316,468.23 |
| Ferreira UTEC LLC | 2 | \$2,510,424.88 |

Administrative Remedies are located on JEA.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thank you,
Jason Behr
Senior Purchasing Agent
Direct: (904) 665-8750





HydroTex Dynamics, Inc.
A Hydro Company

January 31, 2025

Jacksonville Electric Authority
Northside Generating Station
4377 Heckscher Dr
Jacksonville, FL 32226

Attention: Richard Dow and Sean Harrigan

Subject: Repair quote and scope for Unit 3A Boiler Feed Pump Element,
Pacific Pumps, 12" RMLB BFI 4 Stage
HydroTex Job Number 18210.
JEA PO number 226986.

Dear Sirs,

The DCI is completed, and we are pleased to submit our quotation and work scope for repair of the internal element on your Unit 3 boiler feed pump, Pacific Pumps, 12" RMLB BFI 4 Stage.

| | |
|----------------------------------|----------------------|
| DCI of Element..... | \$ 9,850.00 |
| DCI of Two Seal Housings..... | \$ 4,300.00 |
| Total | \$ 14,150.00 |
| Repair Parts..... | \$ 85,683.00 |
| Labor..... | \$ 96,600.00 |
| Outside Processing..... | \$ 13,680.00 |
| Install Parts..... | \$ 56,572.00 |
| Total Repair..... | \$ 266,685.00 |
| Expedited 20% Total | \$ 320,022.00 |
| Freight In..... | \$ 3,988.00 |
| Freight Out..... | \$ 3,988.00 |

- Quotation is valid for a period of thirty (30) days.
- Any additional work requested by the customer will be considered discovery and will be quoted for approval prior to proceeding.
- Standard delivery is estimated @ 10-11 weeks after release of the repair. Expedited Delivery is estimated @ 8-9 weeks.
- State and local sales and use taxes are not included.
- Freight is included as an estimate.

Terms- Net 30 Days

[Engineering Pumps for Better Performance and Longer Life](#)

6320 Cunningham Rd. • Houston, TX 77041 | **ph:** 713-937-9001
www.hydro-tex.com

www.hydroinc.com



HydroTex Dynamics, Inc.
A Hydro Company

We sincerely appreciate the opportunity to offer our services for your consideration and look forward to working with you on this project.

Respectfully submitted,
HydroTex Dynamics, Inc.

Chris Brown
Customer Service Manager

Engineering Pumps for Better Performance and Longer Life

6320 Cunningham Rd. • Houston, TX 77041 | ph: 713-937-9001
www.hydro-tex.com

www.hydroinc.com

HYDRO INC.

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions of Hydro Inc., and its affiliates, (collectively, the "Company") apply to the sale of those services and products described on the front page hereof, or if not appearing thereon, then on the attached quote. The party who is referred to the front page (or the quote) is referred to herein as the "Buyer."

The Company and the Buyer are sometimes referred to herein as the "Parties." The Parties hereby agree as follows:

- 1) **MASTER SERVICE AGREEMENT.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, HOWEVER, IF THE COMPANY AND THE BUYER HAVE ENTERED INTO A WRITTEN MASTER SUPPLY OR MASTER SERVICE AGREEMENT (collectively a "MSA") WHICH IS NOW IN EFFECT, THE TERMS AND CONDITIONS OF THE MSA SHALL CONTROL AND GOVERN WHERE INCONSISTENT WITH THESE STANDARD TERMS & CONDITIONS.
- 2) **Acceptance of Quotation.** Unless otherwise agreed to in writing by the Company, the quotation on the front page hereof shall expire thirty (30) days from its date unless accepted in writing by Buyer.
- 3) **Acceptance of Terms.** Except as provided in Section 1, these Standard Terms & Conditions are applicable to all quotations, shall be deemed incorporated into each of Buyer's purchase orders, and together with the terms described on the front page hereof, supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between the Company and Buyer, as may be amended by any change order(s) signed by both parties. This serves as a written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form or writing of Buyer, and commencement of work is not deemed acceptance by the Company of any such terms, conditions, and limitations. Buyer's acceptance of these Standard Terms & Conditions shall be deemed to have occurred unless written notice of rejection is received by the Company within ten (10) calendar days of the Company's final acknowledgement of an order. In any event, Buyer's acceptance of delivery of the services and/or products sold hereunder shall manifest Buyer's assent to the terms and conditions hereof.
- 4) **LIMITED WARRANTIES.** THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
 - a) For the purposes of the following warranty ("Warranty"), (a) the period of time the Warranty is in effect is referred to as the "Warranty Term", (b) all equipment, and parts sold by the Company are referred to as "Equipment", and (c) any parts that are manufactured or remanufactured by the Company by the process of reverse engineering are referred to as a "Reverse Engineered Parts". The Company, except as otherwise hereinafter provided, makes the following warranties:
 - b) **Warranty with Respect to Services.** The Company shall perform the services (the "Services") described herein in a good and workmanlike manner. In complete satisfaction of its obligation under this warranty, the Company, in its sole discretion, will either correct or replace any Services found to be defective within a Warranty Term of one year beginning on the completion of the Services.
 - c) **Warranty with Respect to Equipment.** Company warrants that any Equipment operated under normal use and service, shall be free of defects in material and workmanship during a Warranty Term of (a) twelve (12) months from the date the Equipment is placed in service or (b) eighteen (18) months after shipment, whichever is less. The Company's sole obligation with respect to any defective or non-conforming Equipment, at the Company's option, is either to repair or to replace it. Notwithstanding the prior sentence, however, the Company, at its option, in completed satisfaction of its obligations hereunder, may refund the purchase price of a Reverse Engineered Part which the Company is unable to repair or replace.
 - d) **Limitations:** Notwithstanding anything contained herein to the contrary, however, the Company makes no warranty with respect to:
 - i) Any original equipment manufacturer's design.
 - ii) any parts or Equipment ("Purchased Parts") manufactured by others. Purchased Parts are warranted solely by the manufacturer thereof to the extent and in the manner of such manufacturer's warranty, if any.
 - iii) in connection with any Services or Equipment which requires or involves start up, the above warranties are conditioned upon, and subject to, a Company service technician witnessing the final alignment, lifts, and floats.
 - iv) the effects of normal wear and tear, corrosion, erosion, abrasion, abnormal temperatures, or flow induced vibration from external influences.
 - e) **Termination.** The Company's warranty obligation shall terminate, without the requirement of notice, with respect to any Equipment or repaired part that:
 - i) is improperly stored so as to expose it to the elements, dust, or other contaminants or abnormal conditions;
 - ii) is repaired or altered, without Company's written consent;
 - iii) if installation is not performed by Company, has been installed incorrectly;
 - iv) has been subject to misuse, negligence, or accident;
- v) has not been properly operated or maintained; or
- vi) has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications.
- f) **Procedures.** The Company's warranty obligations hereunder are subject to and contingent upon Buyer's providing Company with prompt written notice of defect or non-conformity after Buyer's discovery, and in all cases within the Warranty Term. Buyer shall make the defective Equipment or Services available for correction. All defective or non-conforming Equipment must be shipped, at Buyer's expense, to the Company facility from which the Buyer purchased it or as otherwise may be directed by the Company.
- g) **Exclusive Remedy.** The Warranties under this Section are Buyer's exclusive remedies with respect to defective or non-conforming Equipment, or Equipment that may be both defective and non-conforming.
- 5) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES, SHALL BE LIABLE (JOINTLY OR SEVERALLY) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFITS, SAVINGS OR REVENUES, DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, OR LOSS OF OPPORTUNITY OR BUSINESS WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, INDEMNITY, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY AND NO LIQUIDATED DAMAGES PROVISION SHALL BE APPLICABLE TO ANY SERVICES PERFORMED OR EQUIPMENT SOLD HEREUNDER. THE MAXIMUM LIABILITY OF EITHER PARTY HEREUNDER SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE, EXCEPT FOR CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.
- 6) **Taxes.** All prices exclude taxes of every kind and nature, all which taxes shall be paid by the Buyer unless Buyer provide Company with a proper exemption certificate.
- 7) **Payment Terms.** Unless otherwise agreed in writing by the Company and Buyer, the terms of payment shall be net ten (10) days from date of shipment. All payments must be in U.S. dollars. The Company shall have the right of set-off and deduction for any sums owed by Buyer to Company. Interest at the rate of 1-1/2% per month, or the highest interest rate allowed by law (whichever is less), will be added to any outstanding balance(s) not received within thirty (30) days of the invoice date. The Company may, at its election at any time prior to delivery, require payment in advance by Buyer. If shipment is delayed because of Buyer's action, payment shall become due as of the date when the Equipment is ready for shipment.
- 8) **Changes.** Any notice or instruction from Buyer received subsequent to the Company's order acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other items, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any such change or changes by the Company in writing.
- 9) **Cancellation.** Cancellation of orders by Buyer can only be made with the Company's prior written consent and upon payment to the Company of reasonable and proper cancellation charges in an amount acceptable to the Company.
- 10) **Force Majeure.** The Company shall not be liable in any manner for any delay in or impairment of performance or delivery resulting in whole or in part from war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Company; or any other circumstances or cause of any kind beyond the control of the Company or its suppliers. In the event of delay in performance due to any such cause, the delivery date or time for completion of the Services will be extended to reflect the

Award #4 Supporting Documents 02/13/25

length of time lost by reason of such delay. Buyer's payment obligations shall not be affected by force majeure events.

11) **Intellectual property.** The Company shall own all intellectual property rights, including but not limited any patents, trade secrets and copyrights in any drawings, specifications, or inventions authored or created by Company ("Intellectual Property") in providing Services and Equipment hereunder, or previously authored or created by the Company. Company grants to Buyer a limited royalty free right to use such Intellectual Property for the operation, maintenance and repair of the Equipment or Services on a non-exclusive basis, which right shall not include the use of the Intellectual Property for the reproduction of the Equipment.

12) **Title and Risk of Loss; Delivery.** Title in and risk of loss or damage for all Equipment shall pass to Buyer upon tender of delivery by the Company or its designee to the carrier at the initial shipping point, except that a security interest in the Equipment or any replacement thereof shall remain in the Company until the purchase price has been paid in full. Buyer agrees to perform all acts necessary to perfect and maintain said security interest. The Company shall have no liability for damage to products after delivery to the carrier.

13) **Modification.** These Standard Terms & Conditions may only be modified by a writing signed by an authorized representative of the Company.

14) **Assignment.** Buyer may not assign any quotation or order or any interest therein without the prior written consent of the Company. Any actual or attempted assignment without the Company's prior written consent shall be void and have no force or effect.

15) **Letter of Credit.** If requested by the Company, Buyer shall furnish the Company with a letter of credit payable in U.S. dollars in the amount and within such time specified by the Company, drawn on a bank acceptable to the Company. The letter of credit shall be confirmed, unconditional, revolving, and irrevocable, and in favor of the Company, for a minimum of three (3) months or the delivery date, whichever is later. If the purchase order calls for installments, the letter of credit shall be replenished, and the term extended to cover each subsequent shipment, at least thirty (30) days prior to the date of subsequent shipments. The letter of credit shall provide those partial shipments against the letter of credit are permitted.

16) **Governing Law.** The terms and conditions applicable to the transaction provided for herein shall be governed by the laws of the State of Illinois without reference to its conflict of law provisions. The Parties hereby submit to the exclusive jurisdiction of, and venue in, the state and federal courts of Cook County, Illinois, for all litigation that may brought in connection with said transaction.

17) **Waiver.** No waiver of any of the provisions of these Standard Terms & Conditions shall be deemed to constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver.

18) **Payment Instructions.** The Company's invoices provide wire transfer instructions specifying Company's bank and account number. **The Company will never use email to direct customers to wire funds to a different bank or a different account at the same bank.** Buyer should presume that any such email it may receive was neither sent nor authorized by Company, and Buyer agrees: (a) to report any such receipt to Company's treasury control officer in Chicago, Illinois, at (312) 738-3000, and (b) refrain from making changes to Company's payment authorization as directed in the email. The Company assumes no responsibility for any payments diverted to an unauthorized account as a result of an email communication purporting to come from the Company, and Buyer agrees to hold the Company harmless for any resulting loss, damage, or expense.

19) **Export Control**

a) Company shall export and/or re-export any "**Export Item**" (as defined below) in accordance with all applicable export laws. Buyer expressly acknowledges and agrees that it will NOT:

i) divert, use, export, or re-export any Export Items contrary to any applicable export laws and/or export, re-export, or provide any Export Items to any entity or person within any country that is subject to any Sanctions and/or

ii) export, re-export, or provide any Export Item to entities and persons that are ineligible under applicable export laws.

b) The Buyer hereby represents and warrants that it is and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and International Traffic in Arms Regulations. Such requirements include but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software, or technology. Without limiting the generality of the foregoing, the Buyer hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. The Buyer agrees to indemnify and hold harmless Company from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision.

"Export Item" means any Equipment or Services, including but not limited to, commodities, software or technology provided by Company that is required to be exported or re-exported hereunder.

20) **Entire Agreement.** These Standard Terms & Conditions constitutes the entire agreement of the Parties and supersedes all prior agreements, written or oral, between the Parties with respect to the subject matter thereof.

21) **Severability.** If any term or provision of these Standard Terms & Conditions is invalid, illegal, or otherwise unenforceable, all other conditions and provisions shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party.

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Hydrotex Job No. 18210
Jacksonville Electric Authority
Northside Generating Station
Pacific 12 RMLB
P.O. No. 226986



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Preliminary Work Scope

I. DC & I

- A. Receive the element and seal housing assemblies.
- B. Disassemble the element and seal housing assemblies.
- C. Sand blast and clean all components.
- D. NDE.
- E. Inspect and record all “as received” dimensions.
- F. Develop a work scope for the pump element repair.

II. Shaft

- A. Manufacture a new oversized shaft with upgraded pressure reducing sleeve split ring design as per HydroTex specification.
- B. Chrome plate and grind bearing journals.
- C. Check and record mechanical run out (TIR not exceed 0.001”).
- D. Hand fit new impeller key.
- E. Inspect and record all “as built” dimensions.

III. Impeller 1

- A. Set up and machine the impeller eye and hub turns to a common diameter.
- B. Finish machine the bore for proper fit to the new shaft.
- C. Balance the impeller to 4W/N (N=5865).
- D. Inspect and record all “as built” dimensions.

IV. Impeller 2

- A. Set up and undercut the impeller eye and hub turns.
- B. Weld the undercut areas per HydroTex specifications WP-270.
- C. Post weld heat-treat the impeller per HydroTex specification WPHT-270.
- D. Blast clean.
- E. Set up and machine the impeller eye and hub turns to common diameter.
- F. Finish machine the impeller bore for proper fit to new shaft.
- G. Balance the impeller to 4W/N (N=5865)
- H. Inspect and record all “as built” dimensions.

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V. Impeller 3

- A. Set up and undercut the impeller eye and hub turns.
- B. Weld the undercut areas per HydroTex specifications WP-270.
- C. Weld the cracks in the shroud as indicated by NDT per HydroTex specification WP-270.
- D. Pre-machine the welded areas.
- E. Post weld heat-treat the impeller per HydroTex specification WPHT-270.
- F. NDT impellers to check for cracks.
- G. Blast clean.
- H. Set up and machine the impeller eye and hub turns to common diameter.
- I. Machine the impeller bore for proper fit to the new shaft.
- J. Finish machine the impeller shroud to clean up.
- K. Balance the impeller to 4W/N (N=5865)
- L. Inspect and record all "as built" dimensions.

VI. Impeller 4

- A. Set up and undercut the impeller eye turn.
- B. Weld the undercut area per HydroTex specifications WP-270.
- C. Post weld heat-treat the impeller per HydroTex specification WPHT-270.
- D. Blast clean.
- E. Set up and machine the eye turn to common diameter.
- F. True cut the hub turn to clean up.
- G. Finish machine the impeller bore for proper fit to the new shaft.
- H. Balance the impeller to 4W/N (N=5865)
- I. Inspect and record all "as built" dimensions.

VII. Suction Spacer

- A. Remove the wear ring and measure the fit.
- B. Weld male register fit with 309-L.
- C. Install new wear ring and secure per HydroTex specification.
- D. Set up and machine suction spacer to print.
- E. Inspect and record all "as built" dimensions.

VIII. Intermediate Sealing Cover

- A. Remove the wear ring and bushing and measure the fits.
- B. Install new wear ring and bushing and secure per HydroTex specification.
- C. Set up and machine to print.
- D. Inspect and record all "as built" dimensions.

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IX. Intermediate Cover

- A. Remove the wear ring and bushing and measure the fits.
- B. Install new wear ring and bushing and secure per HydroTex specification.
- C. Set up and machine to print.
- D. Inspect and record all “as built” dimensions.

X. Discharge Spacer

- A. Remove the wear ring and bushing and measure the fits.
- B. Install new wear ring and bushing and secure per HydroTex specification.
- C. Set up and machine to print.
- D. Inspect and record all “as built” dimensions.

XI. Discharge Diffuser

- A. Undercut and weld the discharge diffuser compensator stacking face per HydroTex specification WP-260.
- B. Stress relieve the discharge diffuser per HydroTex specification WPHT-260.
- C. Blast clean.
- D. Set up and machine the discharge diffuser to print.
- E. Inspect and record all “as built” dimensions.

XII. Breakdown Bushing Housings IB

- A. Undercut and weld the Housing per HydroTex specification WP-255
- B. Stress relieve the housing per HydroTex specification WPHT-255
- C. Set up and machine the Housing to print.
- D. Re-tap all threaded holes and clean.
- E. Inspect and record all “as built” dimensions.

XIII. Breakdown Bushing Housing OB

- A. Set-up and check the concentricity and parallelism.
- B. Re-tap all threaded holes and clean.
- C. Inspect and record all “as built” dimensions.

XIV. Rotor Assembly & Balance

- A. Perform all engineering stack-up calculations.
- B. Clean and prepare for assembly.
- C. Stack rotating assembly.
- D. Measure and record final diameters on impeller eye and hub turns.
- E. Check and record rotor/impeller run-out (0.001” TIR).

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- F. Dynamically balance the rotor to 1 W/N (N=5865).
- G. Disassemble the rotor and prep for final element assembly.

XV. Element Assembly

- A. Clean and prepare for final assembly.
- B. Assemble the element vertically and monitor impeller to diffuser centering for each stage.
- C. Record total axial end float and ideal rotor centering position.
- D. Check and record radial lift at 0°, 90°, 180°, and 270°.
- E. Provide final “as built” inspection report.
- F. Prepare Pump for shipment.

XVI. Parts to be Reused

- A. (1) Shipping Crate

XVII. New Parts Required by Hydrotex

- A. (1) Shaft with keys
- B. (1) Suction Spacer Wear Ring
- C. (3) Intermediate Cover Wear Rings
- D. (3) Diffuser Bushings
- E. (12) Wear Ring Locking Tabs
- F. (1) Pressure Reducing Sleeve – Modified for shaft
- G. (1) Pressure Reducing Sleeve Split Ring
- H. (2) Shaft Sleeves
- I. (4) Locating Rings
- J. (1) Thrust collar (‘L’ shaped design, 0.000”- 0.001” clearance)
- K. (1) Thrust Collar Nut
- L. (1) Thrust Lock Collar
- M. (2) Shaft Sleeve Nut O-Rings (249)
- N. (2) Inner Expansion Gasket
- O. (2) ¾” Dowels
- P. (1) Spacer Sleeve
- Q. (2) Shaft Sleeve Nuts

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XVIII. New Parts Required for Installation

- A. (1) Pressure Reducing Bushing
- B. (2) Seal Washer Gaskets
- C. (2) Throat Bushings
- D. (2) Throat Bushing Gaskets
- E. (2) Breakdown Bushing Seal Gland
- F. (8) Breakdown Bushing Seal Ring
- G. (8) Breakdown Bushing Retainers
- H. (8) Breakdown Bushing Retainer O-Ring
- I. (8) Breakdown Bushing Marcel Spring
- J. (2) Circulation Spacer
- K. (2) Breakdown Bushing Housing Gaskets Inner
- L. (2) Breakdown Bushing Housing Gaskets Outer
- M. (4) Inner Head Gaskets
- N. (1) Head Gaskets
- O. (6) ½" –13 x 1½" SHCS (17-4PH)
- P. (2) Breakdown bushing O-Ring

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

Vendor Name:

HYDROTEX DYNAMICS

Description of Services or Supplies provided by Vendor:

Unit 3 Boiler Feed Pump barrel inspection/repair to ensure serviceability of the pump. Listed in the quote are the sub-sections for the services performed during the DCI. This pump is antiquated and many parts are no longer available; therefore, parts have to be manufactured as "one-offs". Pump internal clearances are exacting with no deviations. OEM is a must.

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Certification:

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 B

Is this Single Source also a Ratification? ☒ Yes ☐ No If yes, explain Unit 3 is currently offline for

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency

Is this Emergency also a Ratification? ☒ Yes ☐ No If yes, explain Unit 3 is currently offline for

Ricky Erixton

Digitally signed by Ricky Erixton
Date: 2025.02.06 14:03:36 -0500

February 6, 2025

Signature of JEA Business Unit Chief (or designee)

Ricky Erixton

Name of JEA Business Unit Chief (or designee)

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.



JEA
225 North Pearl Street
Jacksonville, FL 32202-4513
United States

| | |
|--------------------|--------------------------------|
| Type | Standard Purchase Order |
| Purchase Order | 226986 |
| Revision | 1 |
| Order Created Date | 17-JAN-2025 |
| Buyer | Holloway, Victoria |
| Telephone | |
| Email | hollvl@jea.com |
| Revision Date | 06-FEB-2025 |

Company:
HydroTex Dynamics, Inc.
6320 CUNNINGHAM RD
HOUSTON, TX 77041
United States

| | |
|---|-------------------------------|
| Ship To | Bill To |
| JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States | acctpaycustsrv@jea.com |

| | | | | | | |
|----------------------|-------------|---------------|--------------------------------|---|----------------|-----------------|
| Customer Account No. | Company No. | Payment Terms | Freight Terms | FOB | Transportation | Ship Via |
| | 9221 | NET 30 | Vendor Prepay & Add | DESTINATION | | BEST WAY |
| Company Contact | | | | Requester | | |
| | | | | Young, Joseph younjp@jea.com | | |

Notes to Company:

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look_up_an_invoice/

THIS PURCHASE ORDER IS ISSUED WITH JEA'S STANDARD PAYMENT TERMS:

30 DAYS, NET INVOICE RECEIPT BY JEA.

JEA WOULD LIKE TO OFFER ANY OR ALL OF THE FOLLOWING OPTIONAL PAYMENT TERMS, ONE OF WHICH MAY BE EXECUTED AT THE REQUEST OF THE SUPPLIER, BY CORRESPONDING (BY EMAIL) TO THE ISSUING BUYER:

1% 20, NET 30

2% 10, NET 30

SUPPLIER MAY REQUEST ALTERNATE PAYMENT TERMS FOR JEA'S CONSIDERATION, HOWEVER, ALTERNATE PAYMENT TERMS ARE NOT EFFECTIVE UNTIL ACCEPTANCE BY JEA. JEA MAY ELECT TO ACCEPT THE ALTERNATE OR OPTIONAL PAYMENT TERMS AND ISSUE A CHANGE ORDER, OR MAINTAIN THE JEA STANDARD PAYMENT TERMS.

**** PLEASE NOTE ALL PAYMENT DATES ARE CALCULATED FROM THE DATE OF THE INVOICE RECEIPT BY ACCOUNTS PAYABLE. ****

Please formally accept this order by 19-JAN-2025

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price | Amount |
|------|---|--------------------|----------|-----|------------|--------------|
| 1 | NEW PO FOR PN 8009684. PWO 31436226. N03 BOILER FEED PUMP "A" DCI REPAIR. HYDROTEX DYNAMICS - PROVIDE LABOR, EQPT & MATERIALS TO COMPLETE DCI REPAIRS ON BFP N03-QB01-1A PER QUOTE DATED 1/2/25. HYDROTEX JN 18210. | | | | | \$14,150.00 |
| | CONTACT: CONNHE@JEA.COM HANS CONNELL 904 665 8863 | | | | | |
| | 1 Ship To: Use the ship-to address at the top of page 1 | | | | | |
| 2 | CO TO PO 226986. PN 8009684. PWO 31436226. N03 BOILER FEED PUMP A DCI REPAIR. HYDROTEX DYNAMICS - PROVIDE LABOR, EQPT & MATERIALS TO COMPLETE DCI REPAIRS ON BFP N03-QB01-1A PER QUOTE DATED 1/31/25. | | | | | \$313,848.00 |
| | CONTACT: CONNHE@JEA.COM HANS CONNELL 904 665 8863 | | | | | |
| | 1 Ship To: | | | | | |

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price | Amount |
|--|---------------------------|--------------------|----------|-----|------------|--------------------------------|
| Use the ship-to address at the top of page 1 | | | | | | |
| | | | | | | Total: 327,998.00 (USD) |

Approving Authority

Jenny G. McCollum,
Chief Purchasing Officer

JEA AND ST. JOHNS RIVER POWER PARK (SJRP)
PURCHASE ORDER TERMS AND CONDITIONS

1. The term .Company. shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions. Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.
3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRP 59-2351813.
4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company.s breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA.s convenience.
7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA.s remedy in Company.s documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA.s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA.s instructions.
10. JEA or representatives shall be allowed access to Company.s plants and to plants of Company.s suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting.
11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St. Johns River Power Park facility) 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 property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms .JEA. and .FPL. shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
14. In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA.s property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.
16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company.s expense, to meet promised delivery.

17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA's failure to insist on any right shall not operate as a waiver of any other right.



January 22, 2025

SENT VIA E-MAIL (chmism@jea.com)

Sebastian Chmist
JEA
225 N Pearl St.
Jacksonville, FL 32202

Re: Proposal for **230 kV Transmission Line Route Study for Brandy Branch to Dinsmore**

Dear Mr. Chmist,

Chen Moore and Associates, Inc. (CMA) is pleased to provide this engineering services fee proposal for an in-depth 230 kV route study for Brandy Branch to Dinsmore. Our NTE cost for the below proposed Scope of Work is as follows:

| Task Description | Fee |
|--------------------------------------|------------------|
| 230 kV Transmission Line Route Study | \$167,475 |
| Total Limiting Amount Fee | \$167,475 |

More specifically, we anticipate that our Scope of Work would be as follows:

SCOPE OF WORK

1. SUMMARY

Chen Moore and Associates (CMA) proposes to furnish engineering services to JEA, for the **Brandy Branch to Dinsmore 230 kV Transmission Line Route Study**.

JEA is requesting CMA to perform the engineering services to determine viable routes for a new 230 kV transmission line that will facilitate a new high ampacity circuit from Brandy Branch Substation to Dinsmore Substation. A switching station will be required due to the length of this route. CMA will identify properties along the route where this switching station can be located.



2. PROJECT OBJECTIVES

- i. To identify the most feasible and cost-effective route for a new 230kV transmission line.
- ii. To minimize environmental and social impacts.
- iii. To ensure compliance with all applicable regulations.

3. TASKS

- i. Data Collection and Review:
 - Gather existing data (GIS Data, maps, land use, environmental surveys, etc.).
 - Review applicable regulations and standards.
- ii. Preliminary Route Identification:
 - Identify no more than 5 potential route corridors using GIS and other tools.
 - Consider terrain, land use, environmental sensitivity, and social factors.
- iii. Field Investigation:
 - Conduct site visits to verify existing data and assess potential constraints.
 - Document observations and take photographs.
- iv. Route Selection and Evaluation:
 - Evaluate potential routes based on technical, economic, environmental, and social criteria. Define scoring system and evaluate potential routes.
 - Analyze line performance and costs.
- v. Environmental and Social Impact Assessment:
 - Assess potential impacts on sensitive areas (wetlands, cultural resources, etc.).
- vi. Final Route Recommendation:
 - Recommend the preferred route with supporting rationale.
 - Prepare detailed route maps and select profiles.
- vii. Report Preparation:
 - Prepare a comprehensive report documenting the study methodology, findings, and recommendations.

4. CLARIFICATIONS AND ASSUMPTIONS

- i. It is anticipated that all design review submittals will be handled electronically.
- ii. CMA shall provide a final report in PDF format.

5. DELIVERABLES

- i. Preliminary Route Corridor Maps
- ii. Field Investigation Report
- iii. Route Evaluation Report
- iv. Environmental and Asocial Impact Assessments of top two route options
- v. Final Route Recommendation Report



6. SCHEDULE

This schedule can be negotiated as necessary by JEA. CMA's initial project schedule will be as follows:

- Study to be completed no later than 6 months from NTP.

If there are any questions, or if any additional information would be helpful, please contact me at (904) 234-6834 or send me an email at cgearhart@chenmoore.com.

Respectfully submitted,



Chris Gearhart, P.E.
Principal Engineer - Electrical



January 28, 2025

SENT VIA E-MAIL (chmism@jea.com)

Sebastian Chmist
JEA
225 N Pearl St.
Jacksonville, FL 32202

Re: Proposal for **230 kV Transmission Line Route Study for Brandy Branch to Normandy**

Dear Mr. Chmist,

Chen Moore and Associates, Inc. (CMA) is pleased to provide this engineering services fee proposal for an in-depth 230 kV route study for Brandy Branch to Normandy. Our NTE cost for the below proposed Scope of Work is as follows:

| Task Description | Fee |
|--------------------------------------|------------------|
| 230 kV Transmission Line Route Study | \$144,456 |
| Total Limiting Amount Fee | \$144,456 |

More specifically, we anticipate that our Scope of Work would be as follows:

SCOPE OF WORK

1. SUMMARY

Chen Moore and Associates (CMA) proposes to furnish engineering services to JEA, for the **Brandy Branch to Normandy 230 kV Transmission Line Route Study**.

JEA is requesting CMA to perform the engineering services to determine viable routes for a new 230 kV transmission line that will facilitate a new high ampacity circuit from Brandy Branch Substation to Normandy Substation.



2. PROJECT OBJECTIVES

- i. To identify the most feasible and cost-effective route for a new 230kV transmission line.
- ii. To minimize environmental and social impacts.
- iii. To ensure compliance with all applicable regulations.

3. TASKS

- i. Data Collection and Review:
 - Gather existing data (GIS Data, maps, land use, environmental surveys, etc.).
 - Review applicable regulations and standards.
- ii. Preliminary Route Identification:
 - Identify no more than 5 potential route corridors using GIS and other tools.
 - Consider terrain, land use, environmental sensitivity, and social factors.
- iii. Field Investigation:
 - Conduct site visits to verify existing data and assess potential constraints.
 - Document observations and take photographs.
- iv. Route Selection and Evaluation:
 - Evaluate potential routes based on technical, economic, environmental, and social criteria. Define scoring system and evaluate potential routes.
 - Analyze line performance and costs.
- v. Environmental and Social Impact Assessment:
 - Assess potential impacts on sensitive areas (wetlands, cultural resources, etc.).
- vi. Final Route Recommendation:
 - Recommend the preferred route with supporting rationale.
 - Prepare detailed route maps and select profiles.
- vii. Report Preparation:
 - Prepare a comprehensive report documenting the study methodology, findings, and recommendations.

4. CLARIFICATIONS AND ASSUMPTIONS

- i. It is anticipated that all design review submittals will be handled electronically.
- ii. CMA shall provide a final report in PDF format.

5. DELIVERABLES

- i. Preliminary Route Corridor Maps
- ii. Field Investigation Report
- iii. Route Evaluation Report
- iv. Environmental and Asocial Impact Assessments of top two route options
- v. Final Route Recommendation Report



6. SCHEDULE

This schedule can be negotiated as necessary by JEA. CMA's initial project schedule will be as follows:

- Study to be completed no later than 4 months from NTP.

If there are any questions, or if any additional information would be helpful, please contact me at (904) 234-6834 or send me an email at cgearhart@chenmoore.com.

Respectfully submitted,

Chris Gearhart, P.E.

Principal Engineer - Electrical



November 29th, 2023
SENT VIA E-MAIL (rineja@jea.com)

Jason Rinehart, PMP
JEA
225 N Pearl St.
Jacksonville, FL 32202

Re: Proposal for Engineering Design Services: 69kV Circuit 680 Underground Transmission Replacement

Dear Mr. Rinehart,

Chen Moore and Associates, Inc. (CMA) is pleased to provide this engineering services fee proposal for the **69kV Circuit 680 Underground Replacement** project. JEA has requested an engineering proposal for the limited electrical engineering work associated with this project. Our NTE cost for the below proposed Scope of Work is as follows:

69kV Circuit 680 Underground Transmission

| Task Description | Fee |
|---|-----------------|
| TASK 1: Electrical Design Services, Survey, and Bid Support | \$82,250 |
| TASK 2: Construction Support | \$13,000 |
| Total Limiting Amount Fee | \$95,250 |

More specifically, we anticipate that our Scope of Work would be as follows:

SCOPE OF WORK

1. SUMMARY

Chen Moore and Associates (CMA) proposes to furnish engineering services to **JEA**, for electrical engineering support services for the **69kV Circuit 680 Underground Replacement**.

The existing underground 69kV transmission line is beyond its useful end of life and in need of replacement. The existing direct buried cable will be replaced utilizing open cut and directional drilled conduit/manhole system.

JEA is also requesting that CMA perform ampacity calculations utilizing CymeCAP. CMA does not currently have a CymeCAP license and will need to use JEA license.

Project specific scope items are discussed below, followed by assumptions and clarifications.

2. DETAILED ENGINEERING SCOPE OF WORK

a. TASK #1 :

- i. Replace existing underground 69kV cable for circuit 680 from Kennedy Substation structure to the existing riser pole approximately 1200 circuit feet.
- ii. Perform a site visit to document existing conditions.
- iii. Provide plan and profile for new directional drilled conduits and manhole system from Kennedy Substation to the existing riser pole.
- iv. Provide 69kV cable specification for 2000 kcmil CU cable.
- v. Provide electrical and civil construction specifications.
- vi. Provide permitting drawings and application for COJ permitting.
- vii. Provide MOT requirements for Wigmore Street.
- viii. Work closely with JEA engineers to integrate the transmission design with existing water, sewer, distribution, transmission, and gas utilities.
- ix. Work closely with JEA engineers to model the transmission cable for impedance calculations.
- x. Work closely with JEA engineers to model the cable in CymeCAP.
- xi. Provide support during the bidding process by reviewing contractor bids.

b. TASK #2 (CONSTRUCTION SUPPORT)

- i. Attend pre-construction meeting.
- ii. Review eight (8) shop drawings.
- iii. Answer four (4) RFI's.
- iv. Complete up to three (3) construction site visits.
- v. Create record drawings from contractor mark ups and survey.

3. CLARIFICATIONS AND ASSUMPTIONS

The following assumptions were used in the development of this fee proposal. If any of the below assumptions are incorrect, please notify us as soon as possible so that we may provide an updated proposal:

- i. JEA will complete impedance calculations.
- ii. CMA assumes that the existing riser structure is adequate and will not need structural review.
- iii. The final project documents shall be signed and sealed by a professional electrical engineer actively licensed by the State of Florida.
- iv. This proposal does not include prints.
- v. CMA will use JEA's CymeCAP license to complete ampacity calculations.
- vi. JEA will procure the equipment and provide daily Construction Engineering Inspection (CEI). If CEI services are requested, CMA could provide such services for additional negotiated fees.



- vii. Per previous JEA projects, we are proposing that the Design Services be completed at a Lump Sum price, with payments based on a monthly percent complete basis. Construction Services are to be provided on an hourly basis as requested/authorized by JEA.

4. **DELIVERABLES**

- i. CMA will provide construction drawings for inclusion in the JEA bid and IFC packages.
- ii. CMA shall provide an "Issued for Construction" set of drawings along with the construction specifications to JEA. This set shall only include the electrical drawings modified to complete this design.
- iii. CMA shall provide a "Record Drawings" set of drawings after the completion of construction. This set of drawings will incorporate any construction changes in the drawings designed by CMA.
- iv. All drawings will be submitted in Civil3D and PDF format. All PDFs shall be to scale.
- v. It is anticipated that all design review submittals will be handled electronically.

5. **SCHEDULE**

This project schedule will be as follows:

- Dates are provided assuming a NTP is received on or prior to **December 1st, 2023**.
- Upon receiving the NTP, a kickoff meeting will be scheduled within the first two weeks.
- The 60% Design Review Submittal due three (6) weeks from NTP. **(January 12th, 2024)**
- The 90% Design Review Submittal due three (3) weeks from 60% design review submittal, assuming meeting is held one (1) week after submittal. **(February 9th, 2024)**
- The Bid Submittal due two (2) weeks from 90% design review submittal, assuming the meeting is held (1) week after submittal. **(March 1st, 2024)**

If there are any questions, or if any additional information would be helpful, please contact me at (813) 830-8185 or send me an email at fbass@chenmoore.com

Respectfully submitted,

Freeman Bass, P.E.
Director of Energy

Attachment(s)
Fee Proposal



ENGINEERING FEE PROPOSAL

| PART I - GENERAL | | | | |
|---|-----------------|---|--------------|------------------|
| 1. Project: Circuit 680 Underground Reconductor | | 2. Project Number 23-0651.P0001 | | |
| 3. Client JEA | | 4. Date of Proposal 11/29/23 | | |
| PART II - LABOR RELATED COSTS | | | | |
| 5. Labor @ Contract Rates | Hourly | Hours | Estimated | |
| President | \$ 420.00 | 0 | \$ 0.00 | |
| Principal | \$ 330.00 | 0 | \$ 0.00 | |
| Principal Engineer | \$ 250.00 | 172 | \$ 43,000.00 | |
| Senior Engineer | \$ 220.00 | 0 | \$ 0.00 | |
| Project Engineer | \$ 150.00 | 0 | \$ 0.00 | |
| Associate Engineer | \$ 125.00 | 24 | \$ 3,000.00 | |
| Engineer | \$ 115.00 | 0 | \$ 0.00 | |
| Senior Environmental Scientist | \$ 160.00 | 0 | \$ 0.00 | |
| Senior Designer | \$ 160.00 | 0 | \$ 0.00 | |
| Designer | \$ 125.00 | 190 | \$ 23,750.00 | |
| Senior Technician | \$ 115.00 | 0 | \$ 0.00 | |
| Technician | \$ 95.00 | 0 | \$ 0.00 | |
| Senior Construction Specialist | \$ 150.00 | 0 | \$ 0.00 | |
| Construction Specialist | \$ 100.00 | 0 | \$ 0.00 | |
| Administrative Staff | \$ 115.00 | 0 | \$ 0.00 | |
| Intern | \$ 60.00 | 0 | \$ 0.00 | |
| TOTAL LABOR | \$180.70 | 386 | | \$ 69,750 |
| PART III - OTHER COSTS | | | | |
| 6. Miscellaneous Direct Costs | | | | |
| Reproduction | | | \$ 0.00 | |
| Travel and Hotel | | | \$ 0.00 | |
| Meals | | | \$ 0.00 | |
| Shipping | | | \$ 0.00 | |
| Other (Specify) | | | \$ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | \$ - |
| 7. SUBCONSULTANT COSTS | | | | |
| Survey/SUE | | | \$ 12,500.00 | |
| | | | \$ | |
| | | | \$ | |
| SUBCONTRACT SUB-TOTAL | | | | \$ 12,500 |
| 8. REIMBURSABLE COSTS | | | | |
| Task 2: Construction Support/Record Drawings (72hr) | | | \$ 13,000.00 | |
| SUBTOTAL REIMBURSABLES | | | | \$ 13,000 |
| PART IV - SUMMARY | | | | |
| TOTAL (Items 5, 6, 7 and 8) | | | \$ | 95,250 |

MANHOURS SUMMARY**DESIGN PHASE**

23-0651.P0001

Chen Moore & Associates, Inc.

Jacksonville, FL

Phone: (904) 398-8636

JEA

Circuit 680 Underground Reconductor

| TASK | BASIS OF ESTIMATE | # UNITS | HRS/UNIT | DWGS | TOTAL HOURS | REMARKS |
|--|-------------------|---------|----------|------|-------------|---|
| | | | | | | |
| | | | | | | |
| Design | | | | | | |
| Project Management | LS | 1 | 12 | 0 | 12 | Manage Overall Project and Subconsultants |
| Design Review Meeting | EA | 2 | 2 | 0 | 4 | Review Meetings |
| Site Visit | LS | 2 | 4 | 0 | 8 | Site Visit - 2 Men, 2 Trips |
| Permitting | L.S. | 1 | 16 | 0 | 16 | COJ Permitting, 10 Set Review |
| MOT | LS | 1 | 24 | 0 | 24 | MOT Drawings for permitting |
| Drawings | EA | 20 | 12 | 20 | 240 | Construction Drawings and Calculations |
| Specifications | EA | 1 | 56 | 0 | 56 | Construction Specifications |
| Quality Control & Assurance | EA | 1 | 20 | 20 | 20 | Quality Assurance and Control |
| Review Contractor Bids | EA | 3 | 2 | 0 | 6 | Review 3 Contractor Bids |
| | | | | | | |
| | | | | | | |
| Design Manhours | | | | | 386 | |
| | | | | | | |
| Construction Support Reimbursable | | | | | | |
| Shop Drawings Review | EA | 1 | 8 | 0 | 8 | Review 8 Shop drawings |
| RFI Response | EA | 1 | 4 | 0 | 4 | Respond to 4 RFI |
| Pre-Construction Meeting | EA | 1 | 2 | 0 | 2 | Attend Pre Construction Meeting |
| Construction Site Visit | EA | 3 | 6 | | 18 | Three Construction Site Visits |
| Record Drawings | EA | 2 | 20 | 20 | 40 | Record Drawings |
| | | | | | | |
| | | | | | | |
| Construction Support Manhours | | | | | 72 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL MANHOURS | | | | | 458 | |
| | | | | | | |

Leidos Proposal for Circuit 666 69 kV Underground EPR Cable Replacement

Report Prepared for: Jonathan Maywood

**Jacksonville Electric Authority
225 North Pearl Street
Jacksonville, FL 32202**

12.20.24



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Work Plan, Technical Understanding, & Schedule

Leidos Engineering, LLC (Leidos) is pleased to present our proposal to Jacksonville Electric Authority (JEA) to deliver engineering and design services in response to JEA's request for proposal for the 69 kV underground EPR cable replacement project. Our enclosed submittal describes our approach to help JEA with this important project. Leidos offers JEA a compelling team that possesses a combination of technical expertise performing these exact tasks for JEA previously and the ability to meet the expedited schedule that this project demands. We are confident in our ability to successfully manage complex, long-term projects, and meet challenging deadlines while upholding high standards for quality deliverables.

Scope of Services

Leidos will provide an engineering design and support for replacing approximately 1,400 feet of existing 69 kV direct bury cable with a conduit duct package and EPR cable. The existing guyed concrete riser structure (Structure #41) near Highway 17 and Birmingham Avenue will remain and will be analyzed with NESC and JEA standards. The substation termination structure is to remain and will be analyzed and modified by Substation Electrical and Civil.

Receivables & Deliverables

Receivables

- Historical project documents including:
 - Existing LiDAR Survey
 - Substation Design Drawings
 - Engineering Underground Design Drawings
 - Concrete Pole Design Drawings/Specifications
 - Substation Termination Structure Design Drawings/Specifications
 - Geotechnical Soil Borings
 - Permits
 - Right-of-Way, Easements, and Survey data
 - JEA Standards
 - Fault Current Data

Deliverables

- Transmittal document
- CYMCAP Analysis
- PLS-CADD model
- Transmission Drawing package:
 - Coversheet/Index
 - Plan and Profiles (UG Route/Removal)
 - Trench Details including:
 - Riser Detail
 - Vault Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Approved Underground Conductor Vendor Drawings
 - Phasing Diagram
 - Structure Modification Details, if applicable.
 - Existing One-line
 - Bill of Material
- Substation Drawing Package
 - Transmittal Document
 - Coversheet
 - Single Line Diagram
 - Electrical Plan
 - 69kV Electrical Elevations & Connection Details
 - Grounding Plan
 - Grounding Details
 - Conduit Plan & Details
 - Substation Bill of Material
 - Grounding Study Report
 - Outage Request Form/FAC Form

Clarifications & Assumptions

The Scope of Services, pricing, and schedule in this proposal are based on the following assumptions:

Award #5 Supporting Documents 02/13/25

Circuit 666 69 kV Underground EPR Cable Replacement
Leidos Proposal
Page 5

- JEA is to provide all applicable data necessary to complete this scope-of-work. This information will be provided within five (5) business days of the time of award.
- All drawings and information received is expected to be accurate and match existing field conditions.
- Approximate cost associated with subcontractors required to complete the scope-of-work are included in this proposal; costs are approximate and will change based on subcontractors' actual costs.
- Sourcing and coordination with subcontractors for the required scope-of-work has been included in this proposal. The type of work as required from subcontractors are assumed to include:
 - Existing Geotechnical Study for CYMCAP Analysis
 - Existing Geotechnical Ground Resistivity Study for Substation.
 - Existing Full Site Survey with additional Subsurface Underground Exploratory (SUE's), as needed.
- Environmental permitting for this scope-of-work is included in the proposal and is assumed to be associated with general site construction permitting (i.e. silt fencing, etc.). No other permits are included in this proposal.
- As-built package is to be completed by JEA's unit price contractor.
- As-built survey is included with the survey contractor scope-of-work.
- One vault is assumed to be required for the Transmission Line scope-of-work and is included in this proposal. Splices are not included in this proposal.
- One-lines and two (2) substation drawing updates were included in this proposal.
- Substation Civil scope-of-work is assumed to be minimal.
- Approximate length of proposed underground route is assumed to be approximately 1,400' and will either be located on or adjacent to existing route. It is assumed route will not extend beyond the easement. Refinement and two re-routes are included in this proposal.
- An estimated 56-day outage for underground construction is assumed and will not require an outage sequencing plan.
- Coordination with JEA real-estate and one Leidos provided exhibit is included.

- One 30%, 60%, 90% Design and Issued for Construction Design Packages are included in this proposal. Transmission Line, Substation Electrical, and Substation Civil scope-of-work will be included in one deliverable document with separation of Transmission Line and Substation.
 - Substation scope-of-work will be included in 60%, 90%, and Issued for Construction Package.
- Existing Riser Structure (structure #38) and Substation Termination Structure are to remain. Structure #38 will be analyzed for utilization. The termination structure will be analyzed by Substation Civil. It is assumed minimal modifications are required. All items associated with structure replacement are not included in this proposal.
- Transmission Line scope-of-work is assumed to end at the termination structure. Substation Electrical and Substation Civil scope-of-work will be included within this proposal for Substation scope-of-work.
 - Leidos has included the cost to perform a ground grid analysis and provide the findings in the form of a report.
 - Leidos civil/structural will perform a review of the 69kV termination structure and is assumed to be adequate.
- Once IFC has been approved, it is assumed all other request pertaining to the project, excluding construction support, will be an additional service.
- Leidos will submit a 30%, 60%, 90% Design Packages for JEA review, unless otherwise noted. JEA is to provide comments within ten (10) business days of package submittal. Leidos will submit a final Issue for Construction package (IFC) following the 90% package review.
- Leidos will provide the following site visit support for the scope included. Subsequent site visits will be at an additional cost if deemed necessary by JEA and Leidos.
 - Two (2) site visits and travel costs are included in this proposal for Transmission Line scope-of-work. This includes two (2) Leidos engineers supporting the Transmission Line scope-of-work.
 - One (1) site visit and travel costs are included in this proposal for Substation scope-of-work. This includes one Leidos engineer supporting the Substation scope-of-work.
- Procurement of materials will be performed by JEA. Leidos will review manufacturer approval drawings and provide feedback in a timely manner. Delivery of the approval drawings and final

approved drawings are expected to be provided as listed in the attached schedule to maintain the project submittal dates.

- Leidos has included twenty-four (24) hours of construction support services via phone call in the estimate for Transmission Line scope-of-work.
- Leidos has included eight (8) hours of construction support services via phone call in the estimate for Substation scope-of-work.
- Leidos has included forty (40) hours for engineering status update meetings with JEA for Transmission Line scope-of-work.

This includes review coordination meetings with real-estate, surveying, NAS, and requests for information.

- Leidos has included two (2) hours for engineering status update meetings with JEA for Substation scope-of-work.
- All documents and drawings delivered by Leidos to JEA will be submitted electronically.

Submittals

Leidos will submit the following 30%, 60%, 90% Design and Issue for Construction (IFC) packages.

- 30% Design Package:
 - Coversheet/Index
 - Preliminary Plan and Profiles (UG Route/Removal)
 - Preliminary Trench Details including:
 - Riser Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Vault Detail
 - Preliminary Phasing Diagram
- 60% and 90% Design Package:
 - Transmission:

Award #5 Supporting Documents 02/13/25

Circuit 666 69 kV Underground EPR Cable Replacement
Leidos Proposal
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- Coversheet/Index
- Plan and Profiles (UG Route/Removal)
- Trench Details including:
 - Riser Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Vault Detail
 - Design and Construction Specifications
- Approved Underground Conductor Vendor Drawings (90%)
- Phasing Diagram
- Structure Modification Details, if applicable.
- Existing One-line Drawing update.
- Bill of Material
- Substation:
 - Transmittal Document
 - Coversheet
 - Single Line Diagram
 - Electrical Plan
 - 69kV Electrical Elevations & Connection Details
 - Grounding Plan
 - Grounding Details
 - Conduit Plan & Details
 - Substation Bill of Material
 - Grounding Study Report
 - Outage Request Form/FAC Form
 - Civil/Structural Review of 69kV Termination Structure
- Upon receipt of JEA's comments on the 90% package, Leidos will incorporate the comments into the IFC package.

Schedule

A preliminary project schedule is presented below. A final project schedule will be negotiated to accommodate specific project need dates.

Table 1 Preliminary Project Schedule

| Milestone | Date |
|---|--------------------|
| Receipt of Purchase Order (PO) | January 14, 2025 |
| Receipt of all drawings (actual or reference) | January 14, 2025 |
| Project Kickoff Meeting | January 17, 2025 |
| Commencement of scope-of-work | January 24, 2025 |
| 30% Engineering design package submitted to JEA for review | March 14, 2025 |
| Receive additional data from Survey and Geotechnical Requests, as needed. | March 17, 2025 |
| 30% JEA comments submitted to Leidos | March 28, 2025 |
| 60% Engineering design package submitted to JEA for review | June 27, 2025 |
| 60% JEA comments submitted to Leidos | July 11, 2025 |
| 90% Engineering design package submitted to JEA for review | August 8, 2025 |
| 90% JEA comments submitted to Leidos | August 22, 2025 |
| Final issuance of engineering design package | September 22, 2025 |
| Construction Support | February 28, 2027 |

Price Estimate

Leidos will provide the professional consulting services required to perform engineering services as outlined in the Scope of Services. This work will be performed by Leidos on a time and material basis for an estimated fee of **\$181,644** per our contract agreement for engineering services.

This work will be performed and invoiced monthly according to the terms and conditions agreed upon between JEA and Leidos of Master Contract **JEA11152**. The pricing will apply until period ending 09/30/25. If the project schedule exceeds the period as a result of changes in JEA schedule or requirements, services provided beyond the period will be performed as additional services.

Notwithstanding anything to the contrary herein, Leidos will not bill JEA any amounts above the identified Good Faith Estimate, nor will Leidos be required to furnish services or incur expenses above the identified Good Faith Estimate without written authorization (including email) committing to additional funding from JEA.

Table 2 Estimated Project Cost

| Services | Estimated Cost |
|--------------------------------------|----------------|
| Transmission Line Engineering Design | \$134,107 |
| Substation Electrical | \$26,670 |
| Substation Civil | \$10,367 |
| Subcontractors | \$10,500 |
| Total | \$181,644 |

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Circuit 666 69 kV Underground EPR Cable Replacement
Leidos Proposal
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Table 3 MSA Rates & Hours

| Classification | Responsibility | Hours | JEA Rate | Cost |
|----------------------------|--|-------|----------|------------------|
| Transmission Line Engineer | CYMCAP and Electrical analysis | 80 | \$220.46 | \$17,637 |
| Transmission Line Engineer | PLS-CADD, routing, detail drawings | 364 | \$165.60 | \$60,279 |
| Transmission Line Engineer | PLS-CADD, routing, detail drawings, and QAQC | 186 | \$150.08 | \$27,915 |
| Transmission Line Engineer | QAQC | 22 | \$196.65 | \$4,326 |
| Project Manager | Project Management Support | 104 | \$174.92 | \$18,192 |
| Transmission Line Drafter | Drawing development | 52 | \$110.75 | \$5,759 |
| Substation Electrical | Electrical, grounding, and detail design | 16 | \$220.46 | \$3,527 |
| Substation Electrical | Electrical, grounding, detail design Technical Support | 21 | \$165.60 | \$3,478 |
| Substation Designer | QAQC | 50 | \$165.60 | \$8,280 |
| Substation Drafter | Drawing development | 110 | \$103.50 | \$11,385 |
| Substation Civil Engineer | Substation Termination Structure modification and analysis | 38 | \$124.20 | \$4,720 |
| Substation Civil Engineer | Substation Termination Structure modification and analysis support | 14 | \$196.65 | \$2,753 |
| Substation Civil Engineer | Substation Termination Structure modification and QAQC | 8 | \$220.46 | \$1,763 |
| Substation Civil Drafter | Drawing development | 12 | \$94.19 | \$1,130 |
| Subcontractor | Geotechnical, Survey, and SUE's | - | | \$10,500 |
| Total | | | | \$181,644 |

Conclusion

Leidos is enthusiastic about the prospect of helping JEA with this important project, and we look forward to further discussing this opportunity with you. We are committed to having the qualified resources available and ready to engage upon award of the project to meet the outlined schedule. If you have any questions or would like additional information, please contact account manager, Joanne Pokrzywa, at either (943) 216-7528 or at joanne.pokrzywa@leidos.com.

Respectfully submitted,
LEIDOS ENGINEERING, LLC



Joanne Pokrzywa
Account Manager
Leidos Engineering, LLC



Zachary Cheek
Senior Contracts Manager
Leidos Engineering, LLC

Leidos Proposal for Circuit 696 69 kV Underground EPR Cable Replacement

Report Prepared for: Jonathan Maywood

**Jacksonville Electric Authority
225 North Pearl Street
Jacksonville, FL 32202**

04.09.24



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Work Plan, Technical Understanding, & Schedule

Leidos Engineering, LLC (Leidos) is pleased to present our proposal to Jacksonville Electric Authority (JEA) to deliver engineering and design services in response to JEA's request for proposal for the 69 kV underground EPR cable replacement project. Our enclosed submittal describes our approach to help JEA with this important project. Leidos offers JEA a compelling team that possesses a combination of technical expertise performing these exact tasks for JEA previously and the ability to meet the expedited schedule that this project demands. We are confident in our ability to successfully manage complex, long-term projects, and meet challenging deadlines while upholding high standards for quality deliverables.

Scope of Services

Leidos will provide an engineering design and support for replacing approximately 1,500 feet of existing 69 kV direct bury cable with a conduit duct package and EPR cable. The existing guyed concrete riser structure (Structure #1) near Highway 17 and Birmingham Avenue will remain and will be analyzed with NESC and JEA standards. The substation termination structure is to remain and will be analyzed and modified by Substation Electrical and Civil.

Receivables & Deliverables

Receivables

- Historical project documents including:
 - Existing LiDAR Survey
 - Substation Design Drawings
 - Engineering Underground Design Drawings
 - Concrete Pole Design Drawings/Specifications
 - Substation Termination Structure Design Drawings/Specifications
 - Geotechnical Soil Borings
 - Permits
 - Right-of-Way, Easements, and Survey data
 - JEA Standards
 - Fault Current Data

Deliverables

- Transmittal document
- CYMCAP Analysis
- PLS-CADD model
- Transmission Drawing package:
 - Coversheet/Index
 - Plan and Profiles (UG Route/Removal)
 - Trench Details including:
 - Riser Detail
 - Vault Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Approved Underground Conductor Vendor Drawings
 - Phasing Diagram
 - Structure Modification Details, if applicable.
 - Existing One-line
 - Bill of Material
- Substation Drawing Package
 - Transmittal Document
 - Coversheet
 - Single Line Diagram
 - Electrical Plan
 - 69kV Electrical Elevations & Connection Details
 - Grounding Plan
 - Grounding Details
 - Conduit Plan & Details
 - Substation Bill of Material
 - Grounding Study Report
 - Outage Request Form/FAC Form

Clarifications & Assumptions

The Scope of Services, pricing, and schedule in this proposal are based on the following assumptions:

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Leidos Proposal
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- JEA is to provide all applicable data necessary to complete this scope-of-work. This information will be provided within five (5) business days of the time of award.
- All drawings and information received is expected to be accurate and match existing field conditions.
- Approximate cost associated with subcontractors required to complete the scope-of-work are included in this proposal; costs are approximate and will change based on subcontractors' actual costs.
- Sourcing and coordination with subcontractors for the required scope-of-work has been included in this proposal. The type of work as required from subcontractors are assumed to include:
 - New Geotechnical Study for CYMCAP Analysis
 - Geotechnical Ground Resistivity Study for Substation.
 - Full Site Survey, Subsurface Underground Exploratory (SUE's).
- Geotechnical Studies, Site Survey, and SUE's are required prior to commencement of design.
- Environmental permitting for this scope-of-work is included in the proposal and is assumed to be associated with general site construction permitting (i.e. silt fencing, etc.). No other permits are included in this proposal.
- As-built package is to be completed by JEA's unit price contractor.
- One vault is assumed to be required for the Transmission Line scope-of-work and is included in this proposal. Splices are not included in this proposal.
- One-lines and two (2) substation drawing updates were included in this proposal.
- Substation Civil scope-of-work is assumed to be minimal.
- Approximate length of proposed underground route is assumed to be approximately 1,500' and will either be located on or adjacent to existing route. It is assumed route will not extend beyond the easement. Refinement and two re-routes are included in this proposal.
- An estimated 56-day outage for underground construction is assumed and will not require an outage sequencing plan.
- Coordination with JEA real-estate and one Leidos provided exhibit is included.

- One 30%, 60%, 90% Design and Issued for Construction Design Packages are included in this proposal. Transmission Line, Substation Electrical, and Substation Civil scope-of-work will be included in one deliverable document with separation of Transmission Line and Substation.
 - Substation scope-of-work will be included in 60%, 90%, and Issued for Construction Package.
- Existing Riser Structure (structure #38) and Substation Termination Structure are to remain. Structure #38 will be analyzed for utilization. The termination structure will be analyzed by Substation Civil. It is assumed minimal modifications are required. All items associated with structure replacement are not included in this proposal.
- Transmission Line scope-of-work is assumed to end at the termination structure. Substation Electrical and Substation Civil scope-of-work will be included within this proposal for Substation scope-of-work.
 - Leidos has included the cost to perform a ground grid analysis and provide the findings in the form of a report.
 - Leidos civil/structural will perform a review of the 69kV termination structure and is assumed to be adequate.
- Once IFC has been approved, it is assumed all other request pertaining to the project, excluding construction support, will be an additional service.
- Leidos will submit a 30%, 60%, 90% Design Packages for JEA review, unless otherwise noted. JEA is to provide comments within ten (10) business days of package submittal. Leidos will submit a final Issue for Construction package (IFC) following the 90% package review.
- Leidos will provide the following site visit support for the scope included. Subsequent site visits will be at an additional cost if deemed necessary by JEA and Leidos.
 - Two (2) site visits and travel costs are included in this proposal for Transmission Line scope-of-work. This includes two (2) Leidos engineers supporting the Transmission Line scope-of-work.
 - One (1) site visit and travel costs are included in this proposal for Substation scope-of-work. This includes one Leidos engineer supporting the Substation scope-of-work.
- Procurement of materials will be performed by JEA. Leidos will review manufacturer approval drawings and provide feedback in a timely manner. Delivery of the approval drawings and final

approved drawings are expected to be provided as listed in the attached schedule to maintain the project submittal dates.

- Leidos has included twenty-four (24) hours of construction support services via phone call in the estimate for Transmission Line scope-of-work.
- Leidos has included eight (8) hours of construction support services via phone call in the estimate for Substation scope-of-work.
- Leidos has included forty (40) hours for engineering status update meetings with JEA for Transmission Line scope-of-work.

This includes review coordination meetings with real-estate, surveying, NAS, and requests for information.

- Leidos has included two (2) hours for engineering status update meetings with JEA for Substation scope-of-work.
- All documents and drawings delivered by Leidos to JEA will be submitted electronically.

Submittals

Leidos will submit the following 30%, 60%, 90% Design and Issue for Construction (IFC) packages.

- 30% Design Package:
 - Coversheet/Index
 - Preliminary Plan and Profiles (UG Route/Removal)
 - Preliminary Trench Details including:
 - Riser Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Vault Detail
 - Preliminary Phasing Diagram
- 60% and 90% Design Package:
 - Transmission:

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- Coversheet/Index
- Plan and Profiles (UG Route/Removal)
- Trench Details including:
 - Riser Detail
 - Bend Radius Detail
 - Duct Bank Detail
 - Vault Detail
 - Design and Construction Specifications
- Approved Underground Conductor Vendor Drawings (90%)
- Phasing Diagram
- Structure Modification Details, if applicable.
- Existing One-line Drawing update.
- Bill of Material
- Substation:
 - Transmittal Document
 - Coversheet
 - Single Line Diagram
 - Electrical Plan
 - 69kV Electrical Elevations & Connection Details
 - Grounding Plan
 - Grounding Details
 - Conduit Plan & Details
 - Substation Bill of Material
 - Grounding Study Report
 - Outage Request Form/FAC Form
 - Civil/Structural Review of 69kV Termination Structure
- Upon receipt of JEA's comments on the 90% package, Leidos will incorporate the comments into the IFC package.

Schedule

A preliminary project schedule is presented below. A final project schedule will be negotiated to accommodate specific project need dates.

Table 1 Preliminary Project Schedule

| Milestone | Date |
|--|-------------------|
| Receipt of Purchase Order (PO) | April 10, 2024 |
| Receipt of all drawings (actual or reference) | April 17, 2024 |
| Project Kickoff Meeting | April 17, 2024 |
| Survey and Geotechnical Requests | April 21, 2024 |
| Commencement of scope-of-work | April 21, 2024 |
| 30% Engineering design package submitted to JEA for review | June 16, 2024 |
| Receive data from Survey and Geotechnical Requests | June 19, 2024 |
| 30% JEA comments submitted to Leidos | June 30, 2024 |
| 60% Engineering design package submitted to JEA for review | October 6, 2024 |
| 60% JEA comments submitted to Leidos | October 20, 2024 |
| 90% Engineering design package submitted to JEA for review | November 16, 2024 |
| 90% JEA comments submitted to Leidos | December 1, 2024 |
| Final issuance of engineering design package | January 5, 2025 |
| Construction Support | TBD |

Price Estimate

Leidos will provide the professional consulting services required to perform engineering services as outlined in the Scope of Services. This work will be performed by Leidos on a time and material basis for an estimated fee of **\$234,721** per our contract agreement for engineering services.

This work will be performed and invoiced monthly according to the terms and conditions agreed upon between JEA and Leidos of Master Contract **JEA11152**. The pricing will apply until period ending 09/30/24. If the project schedule exceeds the period as a result of changes in JEA schedule or requirements, services provided beyond the period will be performed as additional services.

Notwithstanding anything to the contrary herein, Leidos will not bill JEA any amounts above the identified Good Faith Estimate, nor will Leidos be required to furnish services or incur expenses above the identified Good Faith Estimate without written authorization (including email) committing to additional funding from JEA.

Table 2 Estimated Project Cost

| Services | Estimated Cost |
|--------------------------------------|----------------|
| Transmission Line Engineering Design | \$148,686 |
| Substation Electrical | \$26,669 |
| Substation Civil | \$10,366 |
| Subcontractors | \$49,000 |
| Total | \$234,721 |

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Circuit 696 69 kV Underground EPR Cable Replacement
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Table 3 MSA Rates & Hours

| Classification | Responsibility | Hours | JEA Rate | Cost |
|----------------------------|--|-------|----------|------------------|
| Transmission Line Engineer | CYMCAP and Electrical analysis | 120 | \$220.46 | \$26,456 |
| Transmission Line Engineer | PLS-CADD, routing, detail drawings | 364 | \$165.60 | \$60,279 |
| Transmission Line Engineer | PLS-CADD, routing, detail drawings, and QAQC | 186 | \$150.08 | \$27,915 |
| Transmission Line Engineer | QAQC | 22 | \$196.65 | \$4,326 |
| Project Manager | Project Management Support | 104 | \$174.92 | \$18,192 |
| Transmission Line Drafter | Drawing development | 104 | \$110.75 | \$11,518 |
| Substation Electrical | Electrical, grounding, and detail design | 16 | \$220.46 | \$3,527 |
| Substation Electrical | Electrical, grounding, detail design Technical Support | 29 | \$165.60 | \$4,802 |
| Substation Designer | QAQC | 42 | \$165.60 | \$6,955 |
| Substation Drafter | Drawing development | 110 | \$103.50 | \$11,385 |
| Substation Civil Engineer | Substation Termination Structure modification and analysis | 38 | \$124.20 | \$4,720 |
| Substation Civil Engineer | Substation Termination Structure modification and analysis support | 14 | \$196.65 | \$2,753 |
| Substation Civil Engineer | Substation Termination Structure modification and QAQC | 8 | \$220.46 | \$1,763 |
| Substation Civil Drafter | Drawing development | 12 | \$94.19 | \$1,130 |
| Subcontractor | Geotechnical, Survey, and SUE's | - | | \$49,000 |
| Total | | | | \$234,721 |

Conclusion

Leidos is enthusiastic about the prospect of helping JEA with this important project, and we look forward to further discussing this opportunity with you. We are committed to having the qualified resources available and ready to engage upon award of the project to meet the outlined schedule. If you have any questions or would like additional information, please contact account manager, Robert Jennings, at either (813) 777-8198 or at robert.l.jennings@leidos.com.

Respectfully submitted,
LEIDOS ENGINEERING, LLC



Robert Jennings
Account Manager
Leidos Engineering, LLC



Zachary Cheek
Senior Contracts Manager
Leidos Engineering, LLC

Leidos Proposal for
Circuit 696 69 kV Underground Cable
Replacement - Construction Consulting
Services (Gabe's Construction)

Report Prepared for: Jonathan Maywood

Jacksonville Electric Authority
225 North Pearl Street
Jacksonville, FL 32202

01.24.25



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Work Plan, Technical Understanding, & Schedule

Leidos Engineering, LLC (Leidos) is pleased to present our proposal to Jacksonville Electric Authority (JEA) to provide Horizontal Directional Drilling (HDD) Consulting Services to support the design services in response to JEA's request for the on-going design of Circuit 696 69kV Underground EPR Cable Replacement Project. Our enclosed submittal describes the consulting services to provide HDD construction technical expertise to help JEA with this important project.

Scope of Services

Leidos will sub-contract HDD Consulting Services to Gabe's Construction to provide constructability reviews to support in the engineering design of Circuit 696 Underground Cable Replacement Project.

Receivables & Deliverables

Receivables

- Additional historical project documents or project requirements, as needed.

Deliverables

- No deliverable. Services will be incorporated within the Circuit 696 Underground Replacement Project deliverables.

Clarifications & Assumptions

The Scope of Services, pricing, and schedule in this proposal are based on the following assumptions:

- JEA is to provide any applicable data necessary to facilitate the HDD consulting services recommendation in the design, if needed.
- The proposal only includes cost associated with Gabe's Construction services and does not include additional hours for Leidos correspondence and reviews.
- All consulting information received from the sub-contractor is expected to be accurate.
- The HDD consulting services are T&M and are not to exceed (NTE) \$10,000. Services will be for design considerations for the 60%, 90%, and IFC deliverables for Circuit 696 Underground Replacement Project.
- Services of the HDD consultant will be requested via email, phone, and/or virtual meetings. Constructability reviews and recommendations will be reviewed, discussed, considered, and (if acceptable) incorporated within the design.

Submittals

Services will be incorporated within the Circuit 696 Underground Replacement Project submittals, which is part of an on-going design project. JEA will be included on any correspondence, as needed. Upon request, HDD Consulting Service reviews and recommendations will be provided to JEA.

Schedule

Schedule will be based on Circuit 696 Underground Cable Replacement 60%, 90%, and IFC deliverables.

Table 1 Preliminary Project Schedule (N/A)

Price Estimate

Leidos will provide the professional Horizontal Directional Drilling Consulting Services, by means of a subcontract with HDD Consultant, required to perform engineering services as outlined in the Scope of Services. This work will be performed by Leidos on a time and material basis for an estimated fee of **\$10,000** per our contract agreement for Horizontal Directional Drilling (HDD) Consulting services.

This work will be performed and invoiced monthly according to the terms and conditions agreed upon between JEA and Leidos of Master Contract **JE A11152**. The pricing will apply until period ending 09/30/25. If the project schedule exceeds the period as a result of changes in JEA schedule or requirements, services provided beyond the period will be performed as additional services.

Notwithstanding anything to the contrary herein, Leidos will not bill JEA any amounts above the identified Good Faith Estimate, nor will Leidos be required to furnish services or incur expenses above the identified Good Faith Estimate without written authorization (including email) committing to additional funding from JEA.

Table 2 Estimated Project Cost

| Services | Estimated Cost |
|-------------------------|----------------|
| HDD Consulting Services | \$10,000 |
| Total | \$10,000 |

Table 3 MSA Rates & Hours

| Classification | Responsibility | Rate |
|--------------------------|------------------|----------|
| COO | HDD Construction | \$202.00 |
| Director of Construction | HDD Construction | \$185.00 |
| Estimating/Other | HDD Construction | \$163.00 |

Conclusion

Leidos is enthusiastic about the prospect of helping JEA with this important project, and we look forward to further discussing this opportunity with you. We are committed to having the qualified resources available and ready to engage upon award of the project to meet the outlined schedule. If you have any questions or would like additional information, please contact please contact account manager, Joanne Pokrzywa, at either (943) 216-7528 or at joanne.pokrzywa@leidos.com

Respectfully submitted,

LEIDOS ENGINEERING, LLC



Joanne Pokrzywa

Account Manager

Leidos Engineering, LLC

Leidos Proposal for Phase 2: Circuit 836/839 138 kV Dead- end Structure Replacement

Report Prepared for: Sebastian Chmist

**Jacksonville Electric Authority
225 North Pearl Street
Jacksonville, FL 32202**

04.09.24



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Work Plan, Technical Understanding, & Schedule

Leidos Engineering, LLC (Leidos) is pleased to present our proposal to Jacksonville Electric Authority (JEA) to deliver engineering services in response to JEA's request for proposal for a double circuit 138 kV dead-end structure replacement project supporting circuits 836 and 839. Our enclosed submittal describes our approach to help JEA with this important project. Leidos offers JEA a compelling team that possesses a combination of technical expertise performing these exact tasks for JEA previously and the ability to meet the expedited schedule that this project demands. We are confident in our ability to successfully manage complex, long-term projects, and meet challenging deadlines while upholding high standards for quality deliverables.

Scope of Services

Leidos will provide engineering support for the replacement of a double circuit 138kV three-pole guyed dead-end steel structure referenced as Structure #3 post Phase I scope-of-work. The structure is located within a contaminated site and will be replaced with a three-pole spun concrete guyed dead-end structure. The services provided will include, via subcontractor, a Waste Management Final Report, Waste Management Construction Oversight, and removal/disposal of spoils.

Receivables & Deliverables

Receivables

- Documents including:
 - Final Concrete Pole Vendor Fabrication Drawings
 - Approval of Phase I Deliverable

Deliverables

- Transmittal Document
- Transmission Drawing Package:
 - Coversheet/Index
 - Final Waste Management Report

Clarifications & Assumptions

The Scope of Services, pricing, and schedule in this proposal are based on the following assumptions:

- JEA is to provide all applicable data necessary to complete this scope-of-work. This information will be provided within five (5) business days of the time of award.
- All drawings and information received is expected to be accurate and match existing field conditions.
- Phase 2 scope-of-work includes items, detailed within this proposal, from post IFC to completion of construction. Engineering design services and IFC approval are included in Phase 1 on a separate proposal.

Award #5 Supporting Documents 02/13/25

2025 Phase 2: Circuit 836/839 138 kV Dead-end Structure Replacement

Leidos Proposal

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- It is assumed the awarded concrete pole vendor will complete the final 3-pole dead-end fabrication drawing before Phase 2 scope-of-work. If final fabrication drawings are not approved prior to Phase 1 completion the final drawings will be included within Phase 2 deliverable.
- Approximate cost associated with subcontractors required to complete the scope-of-work are included in this proposal, costs are approximate and will change based on subcontractors' actual costs. Additional subcontractors, if required, are not included in this proposal.
- Sourcing and coordination with subcontractors for the required scope-of-work has been included in this proposal. The type of work as required from subcontractors are assumed to include:
 - Waste Management Consultant for waste management site oversight during construction and WMP final report.
 - Environmental Contaminated Soil removal and disposal for spoils.
- As-built package is to be completed by JEA's unit price contractor.
- Four-day outage as required for structure replacement is assumed and no Outage Sequencing Plan is required. Outage time frame is assumed during winter and spring months pertaining to October and March.
- JEA real-estate coordination is not included in this proposal and is assumed structure spotting will be within existing Right-of-Way.
- Procurement of materials will be performed by JEA. Leidos will review manufacturer drawings and provide feedback in a timely manner, if required. It is assumed minimal effort to review and approve manufacturer drawings.
- Leidos has included sixteen (16) hours of construction support services via phone call in the estimate for the scope-of-work.
- Leidos has included twelve (12) hours for engineering status update meetings with JEA for the scope-of-work. This includes coordination meetings with JEA, subcontractors, and requests for information.
- All documents and drawings delivered by Leidos to JEA will be submitted electronically.

Submittals

Leidos will submit the following for the scope-of-work.

- Transmission Drawing Package:
 - Coversheet/Index
 - Final Waste Management Report
- Leidos will be in close coordination with JEA and subcontractors throughout post IFC and construction.

Schedule

A preliminary project schedule is presented below. A final project schedule will be negotiated to accommodate specific project need dates.

Table 1 Preliminary Project Schedule

| Milestone | Date |
|---|-----------|
| Receipt of Purchase Order (PO) | 10/1/2024 |
| Receipt of all drawings (actual or reference), as applicable | 10/1/2024 |
| Project Kickoff Meeting | 10/1/2024 |
| Commencement of scope-of-work | 10/2/2024 |
| Waste Management Oversight and Engineering Construction Support | TBD |
| Construction Completion and Spoil Disposal | TBD |
| Waste Management Plan Final Report | TBD |
| Final issuance of Engineering Package | TBD |

Price Estimate

Leidos will provide the professional consulting services required to perform engineering services as outlined in the Scope of Services. This work will be performed by Leidos on a time and material basis for an estimated fee of \$62,651 per our contract agreement for engineering services.

This work will be performed and invoiced monthly according to the terms and conditions agreed upon between JEA and Leidos of Master Contract **JEA11243**. The pricing will apply until period ending 09/30/25. If the project schedule exceeds the period as a result of changes in JEA's schedule or requirements, services provided beyond the period will be performed as additional services.

Notwithstanding anything to the contrary herein, Leidos will not bill JEA any amounts above the identified Good Faith Estimate, nor will Leidos be required to furnish services or incur expenses above the identified Good Faith Estimate without written authorization (including email) committing to additional funding from JEA.

Award #5 Supporting Documents 02/13/25

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Table 2 Estimate Project Cost

| Services | Estimated Cost |
|---|----------------|
| Transmission Line Coordination and Construction Support | \$6,951 |
| Subcontractors | \$55,700 |
| Total | \$62,651 |

Table 3 MSA Rates & Hours

| Classification | Responsibility | Hours | JEA Rate | Cost |
|--|---|-------|----------|----------|
| Transmission Line - Associate Engineer | Engineering Deliverable | 14 | \$103.50 | \$1,449 |
| Transmission Line - Project Engineer | Engineering Deliverable and Quality Control | 4 | \$124.20 | \$497 |
| Transmission Line - Lead Engineer | Engineering Deliverable overall | 10 | \$165.60 | \$1,656 |
| Transmission Line - Lead Engineer | Construction Support | 16 | \$165.60 | \$2,649 |
| Project Manager | Project Management Support | 4 | \$174.92 | \$700 |
| Subcontractor | Waste Management Plan and spoils disposal | - | - | \$55,700 |
| Total | | | | \$62,651 |

Conclusion

Leidos is enthusiastic about the prospect of helping JEA with this important project, and we look forward to further discussing this opportunity with you. We are committed to having the qualified resources available and ready to engage upon award of the project to meet the outlined schedule. If you have any questions or would like additional information, please contact account manager, Robert Jennings, at either (813) 777-8198 or at robert.l.jennings@leidos.com.

Respectfully submitted,
LEIDOS ENGINEERING, LLC



Robert Jennings
Account Manager
Leidos Engineering, LLC



Zachary Cheek
Senior Contracts Manager
Leidos Engineering, LLC

Leidos Proposal for Underground Transmission Line Engineering Training

Report Prepared for: Jonathan Maywood

**Jacksonville Electric Authority
225 North Pearl Street
Jacksonville, FL 32202**

02.05.25



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Introduction

Leidos Engineering, LLC (Leidos) is pleased to present our proposal to Jacksonville Electric Authority (JEA) to deliver a training presentation on Underground (UG) Transmission Line (T-Line) engineering. Our enclosed submittal describes our approach to help JEA with this important task. We are confident in our ability to successfully present an underground transmission line engineering training session that will develop and prepare JEA staff for future UG T-Line projects.

Scope of Services

Leidos will provide a comprehensive underground transmission line engineering training presentation which covers the entire engineering design process from a series of well-defined steps taken from project initiation to a 100% design. The underground transmission line training will include, but not be limited to, conductor types and properties; routes and constructability; trench, trench-less, and vault design; conductor pulling calculations; bonding and grounding; subsurface exploratory, and construction. Additionally, there will be training on HPFF lines and CYMCAP training. The CYMCAP training will be provided directly from the 696 project.

Deliverables

The deliverables for the training are shown below:

- In-person UG T-Line Engineering Presentation
- PDF of PowerPoint Slides

Clarifications & Assumptions

The Scope of Services, pricing, and schedule in this proposal are based on the following assumptions:

- One (1) in-person underground training session will be held on an agreed upon date between the months of June and July 2024.
- There will be approximately eight (8) hours for training and questions.
- Leidos will provide hard copies of the PowerPoint presentation prior to the training session to JEA attendees. An electronically submitted PDF of the PowerPoint presentation will be provided post training session.

Schedule

A preliminary schedule is presented below. A final schedule will be negotiated to accommodate JEA availability.

Table 1 Preliminary Training Schedule

| Milestone | Date |
|--|----------------|
| Receipt of Purchase Order (PO) | March 01, 2025 |
| In-person UG T-Line Engineering Presentation | TBD |

Price Estimate

Leidos will provide the professional consulting services required to perform engineering services as outlined in the Scope of Services. This work will be performed by Leidos on a lump sum basis for an estimated fee of **\$8,196.60** per our contract agreement for engineering services.

This work will be performed and invoiced monthly according to the terms and conditions agreed upon between JEA and Leidos of Master Contract **JEA11152**. The pricing will apply until period ending 09/30/25. If the project schedule exceeds the period as a result of changes in JEA schedule or requirements, services provided beyond the period will be performed as additional services.

Notwithstanding anything to the contrary herein, Leidos will not bill JEA any amounts above the identified Good Faith Estimate, nor will Leidos be required to furnish services or incur expenses above the identified Good Faith Estimate without written authorization (including email) committing to additional funding from JEA.

Table 2 Estimated Project Cost

| Services | Estimated Cost |
|--|-------------------|
| Underground Transmission Line Engineering Training | \$8,196.60 |

Conclusion

Leidos is enthusiastic about the prospect of helping JEA with this important training, and we look forward to further discussing this opportunity with you. We are committed to having the qualified resources available and ready to engage upon award of the training to meet the outlined schedule. If you have any questions or would like additional information, please contact account manager, Joanne Pokrzywa, at either (943) 216-7528 or at joanne.pokrzywa@leidos.com.

Respectfully submitted,
LEIDOS ENGINEERING, LLC



Joanne Pokrzywa
Account Manager
Leidos Engineering, LLC



Zachary Cheek
Senior Contracts Manager
Leidos Engineering, LLC

Security Solution Proposal

JEA

6727 Broadway Avenue
Jacksonville, FL 32254

January 3, 2025

Steven Laframboise

JEA_Glove Lab Bldg #5

GSA Proposal Submitted
By



There for you.

GSA Contract No. 47QSMS24D003Z

Proposal No. 86992-1-0

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

JEA_Glove Lab Bldg #5 Statement of Work

Place of Performance

JEA
6727 Broadway Avenue
Jacksonville, FL 32254

Primary Point of Contact

Steven Laframboise
JEA
+1 (904) 665-4798
lafrsg@jea.com

Security Project

Request for Quotation (RFQ)

December 13th, 2024

Project: Westside Service Center - Bldg. #5 - Glove Lab.

Site: Westside Service Center - 6727 Broadway Avenue, Jacksonville.

RFQ Due Date/Time: January 3rd, 2025.

Project Completion Deadline: March 21st, 2025.

Documentation Priority: This document hereby supersedes and cancels all previous requests for quotations on this project.

References: Available upon request via e-mail.

a) JEA Security Group - Security Typical Drawings.

Attachments: Site drawings.

Governing Contract: This project is subject to all programming standards, general construction requirements, and general contract requirements identified in contract #194567.

Technical Specifications:

1. General Requirements:

- a. The contractor is required to provide individual, itemized, quotation for the identified location. This quotation must reflect the agreed upon pricing and requirement of their governing contract.
- b. The contractor will utilize the existing conduit infrastructure for the installation of all equipment cabling to the greatest extent possible. However, the contractor is responsible for the procurement and installation of any additional conduit and electrical required to provide a complete security system.
- c. Contractor to provide all necessary cabling, patch cords, and SFP's per manufacture specifications. All underground cabling shall be rated for wet locations.
- d. All equipment shall be grounded per the manufacturer's specifications.
- e. Electrified door hardware provided and installed by others.
- f. All equipment shall be installed per JEA standards.

2. Building ACS:

a. Procure and install (1) Altronix Trove2AM2 enclosure with the following equipment:

i. (1) AL1024ULXB2

ii. (1) ACM8

iii. (1) VR6

iv. (2) PDS8

v. (1) M2150 8DBC

vi. (1) AC8/4

vii. (1) MN-NIC5E

viii. (1) WIM-8

ix. (4) Hour battery backup

x. AC Fail Alarm

b. Procure and install (5) AMAG 880-KP proximity readers with JEA 11717-1 covers at the

exterior locations identified on the attached drawings.

- c. Procure and install (1) AMAG 880-KP proximity reader on the Pick Up room door.
- d. Procure and install (5) dual technology motion detector (Bosch BDL2) in the building to cover the interior of the facility. Motion detectors identified on the attached drawings represent suggested locations only. Contractor to determine optimal placement. Motion detectors shall be terminated as separate zones on the AMAG panel.
- e. Procure and install (1) 4402AB door position switch on each active leaf of the proposed doors.
- f. Connect AMAG panel to the CORP network. IP address and port assignment provided by JEA during the installation phase.

3. Building VSS:

- a. Procure and install (1) DITEK (DTK-RM12NETS) rack mount surge protection. All exterior cameras shall be connected to the proposed surge protector.
- b. Procure and install (1) 24-port LANTRONIX (SM24TAT2SA) PoE network VSS switch.
- c. Procure and install (3) Avigilon 2.0C-H6A-BO1-IR exterior cameras with appropriate mounts per attached camera schedule and drawings.
- d. Procure and install (1) Avigilon 2.0C-H6A-DO1-IR interior camera with appropriate mounts per attached camera schedule and drawings.

4. ACS System Programming Requirements:

- a. The contractor is required to program all new items in this system as an addition to the existing JEA access control system. All programming standards and methodologies should match the existing system configurations, including CARD+PIN. All card reader groups are to be placed into the access codes identified in *Programming Guides* below.
- b. Program the interior motion detectors as separate zones, within the buildings, to function as an "intrusion area" for the respective building. These zones will be controlled by the AMAG proximity readers with keypads.
- c. The contractor is required to mask all alarms from JEA dispatch until final acceptance is completed. Once accepted, the contractor will enable alarms for active response.
- d. All card readers are to be grouped into "SECURITY CONTRACTOR - ACS" and "SECURITY MANAGEMENT" roles during the course of construction by the contractor.
- e. Program and apply (1) AMAG intrusion license available from JEA attic stock.

5. VSS System Programming Requirements:

- a. The contractor shall procure and program all camera licensing.
- b. Contractor is required to program the video surveillance system in accordance with the Geutebrück Programming Checklist. This includes, but is not limited to, the programming of all camera names, IP addresses, and GSIM maps. JEA will provide the contractor with the map used in this effort. Refer to *Programming Guides* below.
- c. Contractor is required to program the video surveillance system as a new site, add to the appropriate group(s), media source, and restrictions for typical Electric locations.

6. Attic Stock:

- a. (2) AMAG 880KP card readers.
- b. (1) AMAG M2150 8DBC.

7. Project Deliverables:

- a. Completed, turnkey installation and programming of the access control/intrusion detection system identified in the above technical specifications.
- b. Project documentation identifying the make, model, IP addresses and serial no. of all major components installed under this project.
- c. Project Variations: Under no circumstances will there be any variations to this technical specification, without written approval from the Project Manager.
- d. Acceptable Working Hours: Monday thru Friday, 7:00 am to 5:00 pm.

Subcontractor Cook Electrical SOW-

ACS: Install (1) ACS cabinet with (1) Power supply, (1) ACM8, (1) VR6, (2) PDS8s, (1) 8DBC, (1) WIM8, (1) 8/4, (1) NIC5, and (2) batteries in Data Room. Install new ACS cable to (6) doors and (5) motion detector in conduit. Install (6) 880 readers, (5) Shrouds, (7) DPS, and (5) Motion detector, at door locations identified in the project drawings. JEA Standard AMAG programming included.

VSS: Provide and install (1) DTK-RM12NETS, (1) SM24TAT2SA, (2) TN-GLC-SX-MM-RGD, (2) LC to ST Fiber Jumpers, (3) 2.0C-H6A-B01-IR, (3) 2.0C-H6A-D01-IR, and (4) camera licenses in the Glove Lab. JEA Standard programming included.

JEA_Glove Lab Bldg #5
Customer Number: 1028244
JEA
 6727 Broadway Avenue
 Jacksonville, FL 32254

Contact: Steven Laframboise
Phone: +1 (904) 665-4798
Email: lafrsg@jea.com

Proposal No.: 86992-1-0
Date: January 3, 2025
Your Reference:
Valid To: February 2, 2025
Payment Terms: Net 30
Quoted By: Cheri Larger
Phone: 904-510-3319
Email: cheri.larger@aus.com

Building ACS - Open Market

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|------------------------|---------------|--|------------|------------|
| 1 | Altronix | TROVE2AM2 | ALT:Kit w/Trove2 Encl & AMAG Backplane | \$266.82 | \$266.82 |
| 1 | Altronix | AL1024ULXB2 | ALT: Board Only (AL1024ULX) | \$256.91 | \$256.91 |
| 1 | Altronix | ACM8 | ALT: Access Power Controller | \$51.96 | \$51.96 |
| 1 | Altronix | VR6 | ALT:Voltage Regulator, 24VDC | \$44.04 | \$44.04 |
| 2 | Altronix | PDS8 | ALT:Dual Input PDM, 8-Out, 2-In | \$47.14 | \$94.28 |
| 2 | Altronix | BT126 | ALT:Lead Acid Battery, 12VDC 7AH | \$31.94 | \$63.88 |
| 1 | Altronix | BR1 | ALT:Add-on Mounting Bracket | \$48.00 | \$48.00 |
| 6 | AMAG | 880-KP | AMA:Javelin 880 Prox KP LCD Wall Rdr | \$378.34 | \$2,270.04 |
| 5 | Bosch Security Systems | ISC-BDL2-W12G | BSC:Motion Detector, 40' PIR | \$37.42 | \$187.10 |
| 5 | Bosch Security Systems | B328 | BSC:Swivel Mntg Bracket, Intrusion | \$9.61 | \$48.05 |
| 7 | George Risk Industries | 4402AB | GRI:Industrial Door Switch, High Securit | \$39.06 | \$273.42 |
| 5 | S&S Metal and Plastics | 11717-1 | SSM:Card Reader Shroud | \$142.80 | \$714.00 |
| 1 | Windy City Wire | 425300 | WCW:22-04 UNS STR CMR Grey Jkt 1000' | \$195.38 | \$195.38 |
| 2 | Windy City Wire | 442392 | WCW:18-08 UNS STR CMP Wht Jkt 1000' | \$796.92 | \$1,593.84 |
| 1 | Windy City Wire | 445203 | WCW:22-3P OAS STR CMP Yel Stp 1000' | \$352.31 | \$352.31 |

Labor:

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|------------|
| 40 | PM | \$105.00 | \$4,200.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|-------------------------|-----------|
| 1 | Miscellaneous Equipment | \$935.80 |

Building ACS - GSA

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|--------------|------------------|--|------------|------------|
| 1 | AMAG | M2150-8DBC-JEA | AMA:Symmetry M2150 8DBC 8 Reader Panel B | \$1,652.45 | \$1,652.45 |
| 1 | AMAG | M2150-AC8/4-JEA | AMA:Symmetry M2150 8 Input/4 Output Mod | \$155.91 | \$155.91 |
| 1 | AMAG | MN-NIC-5-ENC-JEA | AMA:Sym M2150 NIC Module, AES 256-bit | \$237.30 | \$237.30 |
| 1 | AMAG | WIM8-JEA | AMA:Wiegand Interface Module for 8 Read | \$244.61 | \$244.61 |

Building VSS - Open Market
Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$26,133.75 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|-------------|
| 1 | Subcontractor Materials/Equipment Cost | \$11,093.75 |

Attic Stock - Open Market

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|--------------|--------|--------------------------------------|------------|-----------|
| 2 | AMAG | 880-KP | AMA:Javelin 880 Prox KP LCD Wall Rdr | \$378.34 | \$756.68 |

Attic Stock - GSA

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|--------------|----------------|--|------------|------------|
| 1 | AMAG | M2150-8DBC-JEA | AMA:Symmetry M2150 8DBC 8 Reader Panel B | \$1,652.45 | \$1,652.45 |

Investment Summary

| | |
|---------------------------------------|--------------------|
| Total Equipment | \$11,159.43 |
| Total Labor | \$30,333.75 |
| Total Supplies & Materials | \$12,029.55 |
| Total Purchase Price | \$53,522.73 |

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Bill at Completion**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 15770 Dallas Pkwy, Suite 500, Dallas, TX, 75248, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- g. "**Services**" shall mean the services identified in the **Proposal**.
- h. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.
- i. "**Emergency**" shall mean failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- j. "**Non-Emergency**" shall mean failures at an individual component level, resulting in minimal impact to the overall operation of the facility.
- k. "**Scheduled Service (Next Available or Scheduled Date)**" shall mean Field Level Device Failure with low impact that requires scheduling /coordination for the next available or specific date.

2. **Scope of Services:**

A. **General Scope:** Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. **Third Party Products and Services:** Company, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a "Technical Provider" with such agreements referred to herein as "Technical Provider Agreement(s)"), is an authorized distributor/licensee of certain licensed software-as-a-service ("LSaaS") based software, technology, and other equipment that constitute portions of the LSaaS Services. Certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). Company disclaims all liability for personal information Client provides to any Third Party Products and Services. Company does not assume any liability for hosted solutions provided to the Client by Third Party Products and Services. The Company shall have no responsibility for the performance of such Technical Providers and Third Party Products and Services, including the maintenance, data storage, data privacy, cyber-security, cloud storage, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal.

C. **Monitoring Services:** Company shall provide those certain Services, pertaining to Company's burglar, fire and/or environmental alarm and video monitoring (the "**Monitoring Services**"), set forth in any **Proposal** to the Agreement, at the Client Premises and in accordance with any specifications set forth in such **Proposal**. Company shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by an Affiliate or Subcontractor, alarm and/or video signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating intrusion, fire or another emergency distress condition, Company shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Company's sole discretion, as well as the representative designated by Client at the phone number, address and email address supplied by Client, in writing, to receive notification of such alarm signal ("**Primary Contact**"). "**Client System**" means any electrical device, signaling device, communication equipment, software, and other equipment designed to act as an emergency response system that is installed on Client Premises.

- i. **Communication of Alarm Signals:** Client agrees that all alarm and video signals, electronic data, voice data or images (collectively, "**Signals**") are transmitted via communication equipment, devices and systems (e.g. POTS, VoIP, DSL, broadband, cellular, radio, internet, etc.) which are wholly beyond the control and jurisdiction of Company and not maintained by Company. Client acknowledges that Signals will not be transmitted to the monitoring station in the event that the communication equipment is not operating properly, or has been cut, interfered with or is otherwise damaged or the Client System is unable to acquire, transmit or maintain a Signal. In such an event, Company shall not be responsible for any failure of the Monitoring Services. Client therefore accepts all responsibility of the use of any communication device or system in connection with the Monitoring Services and the Signal failures that may result.
- ii. **Authorized Personnel:** Client shall furnish to Company, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to enter the Client Premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter the Client Premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on Client Premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or emergency event. Client shall furnish to Company, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to Company, in writing, as soon as implemented by Client.

- iii. **Company's Obligations:** Company is not obligated to maintain, repair or assure operation of the Client System, or any other devices and equipment of Client or of others to which Company's Monitoring Services may be attached, nor to repair or redecorate any portion of Client's Premises upon removal of all or part of the communications equipment.

D. **LSaaS Services:** In consideration for Client's payment of all applicable fees and costs in any **Proposal**, Company grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in such **Proposal** for Client's internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. Company hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Company's reasonable control. Company shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client's access to, or use of, the LSaaS Services.

i. **Restrictions:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LSaaS Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in the **Proposal**.

ii. **Hardware:** It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Company.

iii. **Hosting and Support:** Client is solely responsible for providing, at Client's own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LSaaS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client's internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LSaaS Services. Company or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that Company makes no representation or warranty regarding availability. As they become available, Company may provide Client with LSaaS Services updates and upgrades.

iv. **Ownership:** The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of Company or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Company or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.

E. **Installation Service:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

F. **Maintenance Services:** Unless otherwise specifically provided in the Order, AUTS shall provide all tools and equipment required for performance of the Maintenance Services. If included in the contracted service level, as set forth in the Order, AUTS shall, at AUTS's option, repair or replace covered Maintenance Equipment to working conditions, except for Maintenance Equipment that must be replaced due to obsolescence or unavailability of parts. At AUTS's option, repair materials may be new, used, or reconditioned. Customer is solely responsible for its System, except as otherwise expressly otherwise set forth in the **Proposal**. Any charges, fees, payment, and other amounts due under this Agreement for Maintenance Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide Company with 110/AC electrical outlets for Company's power equipment in locations designated by Company. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Company shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Company reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

4. **Warranties and Undertakings:**

A. Unless otherwise provided for in the **Proposal**, AUTS provides a ninety (90) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable. AUTS provides a ninety (90) day warranty on all labor (the "Labor Warranty Period"). Any labor provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

B. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF

CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

C. EXCEPT AS SET OUT ELSEWHERE IN THE AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

D. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

E. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within ten (10) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

E. Company is not an insurer of the Client's premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage. Company shall maintain, at a minimum, the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the Services shall be listed by endorsement as an Additional Insured on Company's policies shown in items (ii) and (iii) above. Upon request, Company shall provide certificates evidencing such insurance as outlined above. Client shall give notice to Company of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within two (2) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within two (2) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Company by Client unless such notice is given. Client is required to maintain insurance covering personal injury, including death, and real and personal property loss and damage, in and about Client's premises.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. Installation Services and Client Obligations and Warranties:

A. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. While Company retains full and sole legal and equitable title in and to the Equipment until payment in full is made, Company reserves the right to remove all Equipment if payment is past due. Delivery will be by common carrier F.O.B. Company's shipping point. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

B. Written Consent: No work shall proceed without (1) a signed copy of the Proposal, which incorporates Company standard terms and conditions; or (2) a purchase order that incorporates the Proposal and Company standard terms and conditions terms and condition.

C. Mobilization: Once the Client's purchasing document has been approved, Company will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

D. Equipment Delivery: Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

E. Equipment Modifications: Company assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

F. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

G. Services Performed On Client's Premises: Client hereby grants Company access to any and all areas of the Premises necessary for performance of the Services.

H. Initial Equipment Inspection For Gold And Platinum Coverages: Company reserves the right to will inspect and verify the condition of all the Equipment governed by this agreement within ninety (90) days of the date of this Agreement or as seasonal or operational conditions permit. Company will advise Client if Company finds any Equipment not in working order or in need of repair. With Client's approval, Company will perform the work necessary to return the Equipment to proper working condition. This work will be done at Company's standard fee for parts and labor in effect at that time.

I. Standard Exclusions: Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES: (1) Furnishing and/or installing any required plywood equipment backboards; (2) Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense; (3) Arrangement for and/or coordination of any required telephone or network service installation; (4) 110/120V AC power (provided by the Client); and (5) Any expense associated with working in an environment containing asbestos.

J. Client's Responsibility for Virus, Malware, Firewall, and Anti-Virus Checking: Client shall be responsible for carrying out its own virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work.

K. Installation Conditions: This proposal REQUIRES that: (1) All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose; (2) No area in which AUTS is to install equipment is classified as hazardous or explosive; (3) Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site; and (4) All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

8. Monitoring Services and Client Obligations and Warranties:

A. Client Responsibilities: Client shall test the Client System, to the extent possible, daily and maintain the Client System in good working order during the term of this Agreement. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify Company as soon as reasonably possible or make other arrangements to make the Client System operational. Client shall maintain and operate the Client System according to standards and procedures prescribed by the manufacturer or provider of such equipment.

B. Disturbing Conditions: Where any device or equipment, including but not limited to space detection, is or can be reasonably believed to be affected by turbulence of air or other disturbing conditions, Client shall turn off, remove and/or remedy all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the Monitoring Services.

C. False Reports: An excessive number of false alarms caused by Client's carelessness, malicious or accidental use of the Client System or Client's misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. Company may, at its option, in addition to all other legal remedies, discontinue further performance under the Agreement by providing ten (10) days written notice to Client. Company's termination of performance will not affect Company's right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse Company for any false alarm assessment, fine, penalty, fee or other charges imposed by any governmental agency as a result of any false alarm originating from Client's Premises. In the event Company shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client's Premises, Client shall pay Company the sum of the applicable hourly rate for such personnel times the number of hours (or fraction thereof) spent at Client's Premises, plus expenses incurred.

D. Inappropriate Use of Video: Company is not liable for inappropriate use by Client or its agents of any live or recorded video generated by the Monitoring Services. Client assumes all liability in the event that this provision is violated and agrees to indemnify and defend Company to the fullest extent permitted under law for violation of this provision.

E. Permit to Operating Monitoring Services: Client acknowledges that in some local areas it is a requirement to obtain a permit or license from the city, county or other authorities to operate alarm or video monitoring or to permit police or other authorities to respond to an alarm notification. Client shall secure and maintain during the term of this Agreement, at its sole cost and expense, any permit or license that might be required, and to pay for any additional charges that might be imposed on either party.

F. Pricing and Payment Terms for Monitoring Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for Monitoring Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised

and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

G. **Charges:** Client agrees to pay, in addition to the charges set forth in the Agreement, all taxes, fees, permits, licenses, fines and charges imposed by any governmental authority relating to the operation of the Monitoring Services, and to pay any increase in charges levied against Company by the public utility providing wire connections for the transmission of Signals between Client's Premises and Company's monitoring station or Police/Guard/Fire Department. Client additionally agrees that Company may, at its option and upon thirty (30) days written notice to Client, increase the monthly service fee for the Monitoring Services at any time after the expiration of one (1) year from the Effective Date, and at any time thereafter, provided that there shall be no more than one such increase during any twelve (12) month period

9. **LSaaS Services and Client Obligations and Warranties:**

A. **Use of LSaaS Services:** Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in the **Proposal**. At the expiration of the subscription term or upon termination, Client's right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.

B. **Proper Use:** Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Company and/or the Technical Provider. Client shall keep the LSaaS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LSaaS Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.

C. **Client Representations:** Client hereby represents and warrants to Company that (a) access to the LSaaS Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Company.

D. **Pricing and Payment Terms for LSaaS Services, Suspension or Cancellation:** Any charges, fees, payment, and other amounts due under this Agreement for LSaaS Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Section 8(F) for Monitoring Services, Section 2(F) for Maintenance Services, and Section 9(D) for LSaaS Services, Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. To the fullest extent permitted by law, Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. To the fullest extent permitted by law, Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due. Client hereby grants Company the right to enter the Client Premises and disconnect and/or deactivate the Client System from monitoring facilities in the event that Client fails at any time to make full and timely payment for such Equipment in accordance with the payment schedule. In the event of stopped work by Company based on past due invoices by Client, Client shall pay to Company demobilization and remobilization cost incurred by Company arising from the stoppage before work shall restart.

B. Company reserves the right on any project to charge and invoice the Client twenty (20%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. Company will not begin the project until Company receives the Mobilization Fee.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active

shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, “Force Majeure”). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability**: If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications**: No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate**: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party’s termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

Unless terminated earlier in accordance with this Section, this Agreement shall, after the Initial Term, automatically renew for additional and identical periods of time (each a “Renewal Term”), unless either Party provides written notice of its intention not to renew at least forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. In the event that the Agreement is automatically renewed, pricing will be increased based on the percentage included in the Proposal.

Company may discontinue any Service due to governmental requirements by giving notice in writing to Client. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term condition of this Agreement and does not cure such breach within seven (7) days after written demand by the Party giving notice, or if such breach is incapable of cure.

19. **Regulatory Considerations**: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, “Governmental Regulations”) applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client’s payments for Services shall be increased by the amount of the increase in Company’s costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Default**: If Client fails to perform or fulfill its obligations under these Monitoring Terms in any material respect, Client shall be in breach of these Monitoring Terms; provided, however, that Client shall have five (5) days from the date of notice of breach by Company to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of Company’s other rights and remedies under the Agreement, Company may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client’s financial obligations under the Agreement; or (b) declare Client in default of these Monitoring Terms. In the event of default, Company may, as permitted by law, terminate the Monitoring Services and deactivate the Client System. Termination of the Monitoring Services shall not terminate the Agreement or Client’s continued payment obligations for Monitoring Services previously rendered or to which Client is contractually committed.

22. **Data**: Data collected or generated through the Services that does not personally identify Client and/or contain personally-identifiable information (“PII”, with all such collected or data referred to herein as “Machine Data”) shall be owned by Company. Data collected or generated through Client’s use of the Services involving audio, video, incident reporting and daily activity reports (“Reporting Data”) shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants Company the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data. Notwithstanding the foregoing, Company will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Monitoring Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Company or is assigned to Company. Company shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Company makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Company which data shall be provided in a format reasonably determined by.

[Remainder of Page Intentionally Left Blank]

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: _____
Sales Representative Signature

By: _____
Client Signature

By: Cheri Larger
Sales Representative Printed Name

By: _____
Client Printed Name

Date: _____

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
JEA

Billing Information

| | |
|---|--|
| Street Address | |
| City | |
| State | |
| Zip Code | |
| Contact Name | |
| Contact Phone | |
| Contact Email | |
| Invoice Delivery Method (email, portal, mail, other) | |
| PO # | |

Security Solution Proposal

JEA

1555 Millcoie Road
Jacksonville, FL 32225

January 21, 2025

Steven Laframboise

JEA_AEWRF Secondary Clarifier MCC

GSA Proposal Submitted
By



There for you.

GSA Contract No. 47QSMS24D003Z

Proposal No. 87251-1-0

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

JEA_Secondary Clarifier MCC Statement of Work

Place of Performance

JEA
1555 Millcoie Road
Jacksonville, FL 32225

Primary Point of Contact

Steven Laframboise
JEA
+1 (904) 665-4798
lafrsg@jea.com

Security Project

Request for Quotation (RFQ) December 16th, 2024

Project: AEWRF Secondary Clarifier MCC – Security Upgrades.

Site: Arlington East WRF – 1555 Millcoie Road, Jacksonville.

RFQ Due Date/Time: January 10th, 2025.

Project Completion Deadline: March 21st, 2025.

Documentation Priority: This document hereby supersedes and cancels all previous requests for quotations on this project.

References: Available upon request via e-mail.

a) JEA Security Group – Security Typical Drawings.

Attachments: Site drawings.

Governing Contract: This project is subject to all programming standards, general construction requirements, and general contract requirements identified in contract #194567.

Technical Specifications:

1. General Requirements:

- a. The contractor is required to provide individual, itemized, quotation for the identified location. This quotation must reflect the agreed upon pricing and requirement of their governing contract.
- b. The contractor will utilize the existing conduit infrastructure for the installation of all equipment cabling to the greatest extent possible. However, the contractor is responsible for the procurement and installation of any additional conduit and electrical required to provide a complete security system.
- c. Contractor to provide all necessary cabling, patch cords, and SFP's per manufacture specifications. All underground cabling shall be rated for wet locations.
- d. All equipment shall be grounded per the manufacturer's specifications.
- e. All equipment shall be installed per JEA standards.

2. Building ACS:

- a. Procure and install all (5) exterior doors to accommodate the proposed access control system. Doors shall be manufactured by Special-Lite, FRP model, and include a narrow style window on each leaf. Doors shall include, but not limited to all door materials, aluminum framing (14 gauge with G90 galvanizing), hardware, closers, sweeps, rain drips, and door seals. The intent of this section is for the contractor to provide a fully functioning door assembly with all associated hardware.
- b. Procure and install electrified Detex Advantex weatherized rim series panic devices and trim on each proposed exterior door. This includes request to exit devices, transfer hinges and all associated ElectroLynx cabling.
- c. Procure and install (1) Altronix Trove2AM2 enclosure with the following equipment:
 - i. (1) AL1024ULXB2
 - ii. (1) ACM8
 - iii. (1) VR6

- iv. (2) PDS8
- v. (1) M2150 8DBC
- vi. (1) AC8/4
- vii. (1) MN-NIC5E
- viii. (1) WIM-8
- ix. (4) Hour battery backup
- x. AC Fail Alarm
- d. Procure and install (5) AMAG 880-KP proximity readers with JEA 11717-1 covers at the exterior locations identified on the attached drawings.
- e. Procure and install a spare (22/6) cable at each exterior door for future use.
- f. Procure and install (1) 4402AB door position switch on each active leaf of the proposed doors.
- g. Connect AMAG panel to the CORP network. IP address and port assignment provided by JEA during the installation phase.

3. Building VSS:

- a. Procure and install (1) ARMORLOGIX enclosure (#AL272213N) w/backplane as indicated on the project drawings.
- b. The contractor will procure and install all electrical cabling, terminations, and materials required for providing (1) 120VAC, duplex outlet receptacle in the ARMORLOGIX enclosure.
- c. Procure and install (1) GE TGL3P or equivalent ground buss bar inside of the enclosure to connect all grounds.
- d. Procure and install (1) Ditek surge power strip (DTK-8FF) between all equipment and the electrical outlet in the ARMORLOGIX enclosure.
- e. Procure and install (1) LANTRONIX (SISPM1040-582-LRT) network VSS switch in the ARMORLOGIX enclosure.
- f. Procure and install (4) Avigilon 2.0C-H6A-DO1-IR cameras with appropriate mounts per attached camera schedule and drawings.

4. ACS System Programming Requirements:

- a. The contractor is required to program all new items in this system as an addition to the existing JEA access control system. All programming standards and methodologies should match the existing system configurations, including CARD+PIN. All card reader groups are to be placed into the access codes identified in *Programming Guides* provided during the course of installation.
- b. The contractor is required to mask all alarms from JEA dispatch until final acceptance is completed. Once accepted, the contractor will enable alarms for active response.
- c. All card readers are to be grouped into "SECURITY CONTRACTOR – ACS" and "SECURITY MANAGEMENT" roles during the course of construction by the contractor.

5. VSS System Programming Requirements:

- a. The contractor shall procure, install, and program all required camera licensing.
- b. Contractor is required to program the video surveillance system in accordance with the Geutebrück Programming Checklist. This includes, but is not limited to, the programming of all camera names, IP addresses, and GSIM maps. JEA will provide the contractor with the map used in this effort. Refer to *Programming Guides* provided during the course of installation.
- c. Contractor is required to program the video surveillance system as a new site, add to the appropriate group(s), media source, and restrictions for typical Water locations.

6. Attic Stock:

- a. (2) AMAG 880KP card readers.
- b. (1) AMAG M2150 8DBC.

7. Project Deliverables:

- a. Completed, turnkey installation and programming of the access control/intrusion detection system identified in the above technical specifications.
- b. Project documentation identifying the make, model, IP addresses and serial no. of all major components installed under this project.
- c. Project Variations: Under no circumstances will there be any variations to this technical specification, without written approval from the Project Manager.
- d. Acceptable Working Hours: Monday thru Friday, 7:00 am to 5:00 pm.

Subcontractor quote includes:

Install owner provided AC cabinet on south wall. Provide and install new Armorlogix cabinet for VSS on north wall. Install new 2" Arc conduit from existing gutter above ACC cabinet to ACC cabinet. Install new ARC conduit from existing j-box above (4) doors upstairs and (1) door down stairs to hinge and reader locations at each door. Penetrate building at all (5) doors to new exterior box for new reader. Install new Arc conduit from owner installed power in j-box above ACC and VSS cabinet to each cabinet and terminate.

From new VSS cabinet, install new 1" conduit to center of 2nd floor MCC and set new stainless jbox. Install new 3/4" Arc conduit to (2) cameras suspended from ceiling, (1) above north door, (1) above south door and (1) suspended from ceiling in basement.

ACS: Install (1) ACS cabinet with (1) Power supply, (1) ACM8, (1) VR6, (2) PDS8s, (1) 8DBC, (1) WIM8, (1) 8/4, (1) NIC5, and (2) batteries in Electrical Building. Install new ACS cable (with spare 22/4) to (5) doors in conduit. Install (5) 880 readers, (5) Shrouds, and (7) DPS, at door locations identified in the project drawings. JEA Standard AMAG programming included.

VSS: Provide and install (1) DTK-8FF, (1) DTK-RM8NETS, (1) SISPM1040-582-LRT, (2) TNGLC-SX-MM-RGD, (2) LC to ST Fiber Jumpers, (5) 2.0C-H6A-B01-IR, and (5) camera licenses.

Doors and Frames:

Provide and install (3) single Aluminum frames with FRP doors, Detex Advantex RIM devices, and all standard JEA Hardware.

Provide and install (2) pairs Aluminum frames with FRP doors, Detex Advantex RIM devices, and all standard JEA Hardware.

JEA_Secondary Clarifier MCC

Customer Number: 1028244

JEA

1555 Millcoe Road
 Jacksonville, FL 32225

Contact: Steven Laframboise
Phone: +1 (904) 665-4798
Email: lafrsg@jea.com

Proposal No.: 87251-1-0
Date: January 21, 2025
Your Reference:
Valid To: February 20, 2025
Payment Terms: Net 30
Quoted By: Cheri Larger
Phone: 904-510-3319
Email: cheri.larger@aus.com

Building ACS - Open Market

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|------------------------|-------------|--|------------|------------|
| 1 | Altronix | TROVE2AM2 | ALT:Kit w/Trove2 Encl & AMAG Backplane | \$266.28 | \$266.28 |
| 1 | Altronix | AL1024ULXB2 | ALT: Board Only (AL1024ULX) | \$256.91 | \$256.91 |
| 1 | Altronix | ACM8 | ALT: Access Power Controller | \$50.72 | \$50.72 |
| 1 | Altronix | VR6 | ALT:Voltage Regulator, 24VDC | \$44.04 | \$44.04 |
| 2 | Altronix | PDS8 | ALT:Dual Input PDM, 8-Out, 2-In | \$47.14 | \$94.28 |
| 2 | Altronix | BT126 | ALT:Lead Acid Battery, 12VDC 7AH | \$31.94 | \$63.88 |
| 1 | Altronix | BR1 | ALT:Add-on Mounting Bracket | \$48.00 | \$48.00 |
| 5 | AMAG | 880-KP | AMA:Javelin 880 Prox KP LCD Wall Rdr | \$378.34 | \$1,891.70 |
| 7 | George Risk Industries | 4402AB | GRI:Industrial Door Switch, High Securit | \$39.06 | \$273.42 |
| 5 | S&S Metal and Plastics | 11717-1 | SSM:Card Reader Shroud | \$142.80 | \$714.00 |
| 1 | Windy City Wire | 425300 | WCW:22-04 UNS STR CMR Grey Jkt 1000' | \$195.38 | \$195.38 |
| 1 | Windy City Wire | 442392 | WCW:18-08 UNS STR CMP Wht Jkt 1000' | \$796.92 | \$796.92 |
| 2 | Windy City Wire | 445203 | WCW:22-3P OAS STR CMP Yel Stp 1000' | \$352.31 | \$704.62 |

Labor:

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|------------|
| 80 | PM | \$105.00 | \$8,400.00 |

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$32,775.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|-------------|
| 1 | Subcontractor Materials/Equipment Cost | \$23,125.00 |
| QTY | Description | Ext.Price |
| 1 | Miscellaneous | \$646.75 |

Building ACS - GSA

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|--------------|------------------|--|------------|------------|
| 1 | AMAG | M2150-8DBC-JEA | AMA:Symmetry M2150 8DBC 8 Reader Panel B | \$1,652.45 | \$1,652.45 |
| 1 | AMAG | M2150-AC8/4-JEA | AMA:Symmetry M2150 8 Input/4 Output Mod | \$155.91 | \$155.91 |
| 1 | AMAG | MN-NIC-5-ENC-JEA | AMA:Sym M2150 NIC Module, AES 256-bit | \$237.30 | \$237.30 |
| 1 | AMAG | WIM8-JEA | AMA:Wiegand Interface Module for 8 Read | \$244.61 | \$244.61 |

Doors

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|--------------|
| 1 | Subcontractor Materials/Equipment Cost | \$146,875.00 |

Investment Summary

| | |
|----------------------------|--------------|
| Total Equipment | \$7,690.42 |
| Total Labor | \$41,175.00 |
| Total Supplies & Materials | \$170,646.75 |
| Total Purchase Price | \$219,512.17 |

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Bill at Completion**.*

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Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 15770 Dallas Pkwy, Suite 500, Dallas, TX, 75248, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- g. "**Services**" shall mean the services identified in the **Proposal**.
- h. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.
- i. "**Emergency**" shall mean failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- j. "**Non-Emergency**" shall mean failures at an individual component level, resulting in minimal impact to the overall operation of the facility.
- k. "**Scheduled Service (Next Available or Scheduled Date)**" shall mean Field Level Device Failure with low impact that requires scheduling /coordination for the next available or specific date.

2. **Scope of Services:**

A. **General Scope:** Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. **Third Party Products and Services:** Company, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a "Technical Provider" with such agreements referred to herein as "Technical Provider Agreement(s)"), is an authorized distributor/licensee of certain licensed software-as-a-service ("LSaaS") based software, technology, and other equipment that constitute portions of the LSaaS Services. Certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). Company disclaims all liability for personal information Client provides to any Third Party Products and Services. Company does not assume any liability for hosted solutions provided to the Client by Third Party Products and Services. The Company shall have no responsibility for the performance of such Technical Providers and Third Party Products and Services, including the maintenance, data storage, data privacy, cyber-security, cloud storage, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal.

C. **Monitoring Services:** Company shall provide those certain Services, pertaining to Company's burglar, fire and/or environmental alarm and video monitoring (the "**Monitoring Services**"), set forth in any **Proposal** to the Agreement, at the Client Premises and in accordance with any specifications set forth in such **Proposal**. Company shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by an Affiliate or Subcontractor, alarm and/or video signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating intrusion, fire or another emergency distress condition, Company shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Company's sole discretion, as well as the representative designated by Client at the phone number, address and email address supplied by Client, in writing, to receive notification of such alarm signal ("**Primary Contact**"). "**Client System**" means any electrical device, signaling device, communication equipment, software, and other equipment designed to act as an emergency response system that is installed on Client Premises.

- i. **Communication of Alarm Signals:** Client agrees that all alarm and video signals, electronic data, voice data or images (collectively, "**Signals**") are transmitted via communication equipment, devices and systems (e.g. POTS, VoIP, DSL, broadband, cellular, radio, internet, etc.) which are wholly beyond the control and jurisdiction of Company and not maintained by Company. Client acknowledges that Signals will not be transmitted to the monitoring station in the event that the communication equipment is not operating properly, or has been cut, interfered with or is otherwise damaged or the Client System is unable to acquire, transmit or maintain a Signal. In such an event, Company shall not be responsible for any failure of the Monitoring Services. Client therefore accepts all responsibility of the use of any communication device or system in connection with the Monitoring Services and the Signal failures that may result.
- ii. **Authorized Personnel:** Client shall furnish to Company, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to enter the Client Premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter the Client Premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on Client Premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or emergency event. Client shall furnish to Company, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to Company, in writing, as soon as implemented by Client.

- iii. **Company's Obligations:** Company is not obligated to maintain, repair or assure operation of the Client System, or any other devices and equipment of Client or of others to which Company's Monitoring Services may be attached, nor to repair or redecorate any portion of Client's Premises upon removal of all or part of the communications equipment.

D. **LSaaS Services:** In consideration for Client's payment of all applicable fees and costs in any **Proposal**, Company grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in such **Proposal** for Client's internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. Company hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Company's reasonable control. Company shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client's access to, or use of, the LSaaS Services.

i. **Restrictions:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LSaaS Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in the **Proposal**.

ii. **Hardware:** It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Company.

iii. **Hosting and Support:** Client is solely responsible for providing, at Client's own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LSaaS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client's internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LSaaS Services. Company or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that Company makes no representation or warranty regarding availability. As they become available, Company may provide Client with LSaaS Services updates and upgrades.

iv. **Ownership:** The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of Company or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Company or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.

E. **Installation Service:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

F. **Maintenance Services:** Unless otherwise specifically provided in the Order, AUTS shall provide all tools and equipment required for performance of the Maintenance Services. If included in the contracted service level, as set forth in the Order, AUTS shall, at AUTS's option, repair or replace covered Maintenance Equipment to working conditions, except for Maintenance Equipment that must be replaced due to obsolescence or unavailability of parts. At AUTS's option, repair materials may be new, used, or reconditioned. Customer is solely responsible for its System, except as otherwise expressly otherwise set forth in the **Proposal**. Any charges, fees, payment, and other amounts due under this Agreement for Maintenance Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide Company with 110/AC electrical outlets for Company's power equipment in locations designated by Company. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Company shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Company reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

4. **Warranties and Undertakings:**

A. Unless otherwise provided for in the **Proposal**, AUTS provides a ninety (90) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable. AUTS provides a ninety (90) day warranty on all labor (the "Labor Warranty Period"). Any labor provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

B. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates. **THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"):** ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF

CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

C. EXCEPT AS SET OUT ELSEWHERE IN THE AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

D. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

E. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within ten (10) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

E. Company is not an insurer of the Client's premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage. Company shall maintain, at a minimum, the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the Services shall be listed by endorsement as an Additional Insured on Company's policies shown in items (ii) and (iii) above. Upon request, Company shall provide certificates evidencing such insurance as outlined above. Client shall give notice to Company of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within two (2) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within two (2) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Company by Client unless such notice is given. Client is required to maintain insurance covering personal injury, including death, and real and personal property loss and damage, in and about Client's premises.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. Installation Services and Client Obligations and Warranties:

A. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. While Company retains full and sole legal and equitable title in and to the Equipment until payment in full is made, Company reserves the right to remove all Equipment if payment is past due. Delivery will be by common carrier F.O.B. Company's shipping point. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

B. Written Consent: No work shall proceed without (1) a signed copy of the Proposal, which incorporates Company standard terms and conditions; or (2) a purchase order that incorporates the Proposal and Company standard terms and conditions terms and condition.

C. Mobilization: Once the Client's purchasing document has been approved, Company will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

D. Equipment Delivery: Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

E. Equipment Modifications: Company assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

F. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

G. Services Performed On Client's Premises: Client hereby grants Company access to any and all areas of the Premises necessary for performance of the Services.

H. Initial Equipment Inspection For Gold And Platinum Coverages: Company reserves the right to will inspect and verify the condition of all the Equipment governed by this agreement within ninety (90) days of the date of this Agreement or as seasonal or operational conditions permit. Company will advise Client if Company finds any Equipment not in working order or in need of repair. With Client's approval, Company will perform the work necessary to return the Equipment to proper working condition. This work will be done at Company's standard fee for parts and labor in effect at that time.

I. Standard Exclusions: Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES: (1) Furnishing and/or installing any required plywood equipment backboards; (2) Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense; (3) Arrangement for and/or coordination of any required telephone or network service installation; (4) 110/120V AC power (provided by the Client); and (5) Any expense associated with working in an environment containing asbestos.

J. Client's Responsibility for Virus, Malware, Firewall, and Anti-Virus Checking: Client shall be responsible for carrying out its own virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work.

K. Installation Conditions: This proposal REQUIRES that: (1) All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose; (2) No area in which AUTS is to install equipment is classified as hazardous or explosive; (3) Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site; and (4) All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

8. Monitoring Services and Client Obligations and Warranties:

A. Client Responsibilities: Client shall test the Client System, to the extent possible, daily and maintain the Client System in good working order during the term of this Agreement. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify Company as soon as reasonably possible or make other arrangements to make the Client System operational. Client shall maintain and operate the Client System according to standards and procedures prescribed by the manufacturer or provider of such equipment.

B. Disturbing Conditions: Where any device or equipment, including but not limited to space detection, is or can be reasonably believed to be affected by turbulence of air or other disturbing conditions, Client shall turn off, remove and/or remedy all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the Monitoring Services.

C. False Reports: An excessive number of false alarms caused by Client's carelessness, malicious or accidental use of the Client System or Client's misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. Company may, at its option, in addition to all other legal remedies, discontinue further performance under the Agreement by providing ten (10) days written notice to Client. Company's termination of performance will not affect Company's right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse Company for any false alarm assessment, fine, penalty, fee or other charges imposed by any governmental agency as a result of any false alarm originating from Client's Premises. In the event Company shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client's Premises, Client shall pay Company the sum of the applicable hourly rate for such personnel times the number of hours (or fraction thereof) spent at Client's Premises, plus expenses incurred.

D. Inappropriate Use of Video: Company is not liable for inappropriate use by Client or its agents of any live or recorded video generated by the Monitoring Services. Client assumes all liability in the event that this provision is violated and agrees to indemnify and defend Company to the fullest extent permitted under law for violation of this provision.

E. Permit to Operating Monitoring Services: Client acknowledges that in some local areas it is a requirement to obtain a permit or license from the city, county or other authorities to operate alarm or video monitoring or to permit police or other authorities to respond to an alarm notification. Client shall secure and maintain during the term of this Agreement, at its sole cost and expense, any permit or license that might be required, and to pay for any additional charges that might be imposed on either party.

F. Pricing and Payment Terms for Monitoring Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for Monitoring Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised

and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

G. **Charges:** Client agrees to pay, in addition to the charges set forth in the Agreement, all taxes, fees, permits, licenses, fines and charges imposed by any governmental authority relating to the operation of the Monitoring Services, and to pay any increase in charges levied against Company by the public utility providing wire connections for the transmission of Signals between Client's Premises and Company's monitoring station or Police/Guard/Fire Department. Client additionally agrees that Company may, at its option and upon thirty (30) days written notice to Client, increase the monthly service fee for the Monitoring Services at any time after the expiration of one (1) year from the Effective Date, and at any time thereafter, provided that there shall be no more than one such increase during any twelve (12) month period

9. **LSaaS Services and Client Obligations and Warranties:**

A. **Use of LSaaS Services:** Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in the **Proposal**. At the expiration of the subscription term or upon termination, Client's right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.

B. **Proper Use:** Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Company and/or the Technical Provider. Client shall keep the LSaaS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LSaaS Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.

C. **Client Representations:** Client hereby represents and warrants to Company that (a) access to the LSaaS Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Company.

D. **Pricing and Payment Terms for LSaaS Services, Suspension or Cancellation:** Any charges, fees, payment, and other amounts due under this Agreement for LSaaS Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Section 8(F) for Monitoring Services, Section 2(F) for Maintenance Services, and Section 9(D) for LSaaS Services, Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. To the fullest extent permitted by law, Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. To the fullest extent permitted by law, Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due. Client hereby grants Company the right to enter the Client Premises and disconnect and/or deactivate the Client System from monitoring facilities in the event that Client fails at any time to make full and timely payment for such Equipment in accordance with the payment schedule. In the event of stopped work by Company based on past due invoices by Client, Client shall pay to Company demobilization and remobilization cost incurred by Company arising from the stoppage before work shall restart.

B. Company reserves the right on any project to charge and invoice the Client twenty (20%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. Company will not begin the project until Company receives the Mobilization Fee.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active

shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, “Force Majeure”). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability**: If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications**: No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate**: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party’s termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

Unless terminated earlier in accordance with this Section, this Agreement shall, after the Initial Term, automatically renew for additional and identical periods of time (each a “Renewal Term”), unless either Party provides written notice of its intention not to renew at least forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. In the event that the Agreement is automatically renewed, pricing will be increased based on the percentage included in the Proposal.

Company may discontinue any Service due to governmental requirements by giving notice in writing to Client. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term condition of this Agreement and does not cure such breach within seven (7) days after written demand by the Party giving notice, or if such breach is incapable of cure.

19. **Regulatory Considerations**: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, “Governmental Regulations”) applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client’s payments for Services shall be increased by the amount of the increase in Company’s costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Default**: If Client fails to perform or fulfill its obligations under these Monitoring Terms in any material respect, Client shall be in breach of these Monitoring Terms; provided, however, that Client shall have five (5) days from the date of notice of breach by Company to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of Company’s other rights and remedies under the Agreement, Company may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client’s financial obligations under the Agreement; or (b) declare Client in default of these Monitoring Terms. In the event of default, Company may, as permitted by law, terminate the Monitoring Services and deactivate the Client System. Termination of the Monitoring Services shall not terminate the Agreement or Client’s continued payment obligations for Monitoring Services previously rendered or to which Client is contractually committed.

22. **Data**: Data collected or generated through the Services that does not personally identify Client and/or contain personally-identifiable information (“PII”, with all such collected or data referred to herein as “Machine Data”) shall be owned by Company. Data collected or generated through Client’s use of the Services involving audio, video, incident reporting and daily activity reports (“Reporting Data”) shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants Company the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data. Notwithstanding the foregoing, Company will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Monitoring Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Company or is assigned to Company. Company shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Company makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Company which data shall be provided in a format reasonably determined by.

[Remainder of Page Intentionally Left Blank]

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: _____
Sales Representative Signature

By: _____
Client Signature

By: Cheri Larger
Sales Representative Printed Name

By: _____
Client Printed Name

Date: _____

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal[®] Technology Services

Authorized Representative Signature
JEA

Billing Information

| | |
|---|--|
| Street Address | |
| City | |
| State | |
| Zip Code | |
| Contact Name | |
| Contact Phone | |
| Contact Email | |
| Invoice Delivery Method (email, portal, mail, other) | |
| PO # | |

Security Solution Proposal

JEA

9801 Crystal Springs Rd
Jacksonville, FL 32221

January 31, 2025

Steven Laframboise

JEA_Normandy SS - North Control House

Proposal Submitted
By



There for you.

Proposal No. 87728-1-0

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

JEA_Normandy SS - North Control House Statement of Work

Place of Performance

JEA
9801 Crystal Springs Rd
Jacksonville, FL 32221

Primary Point of Contact

Steven Laframboise
JEA
+1 (904) 665-4798
lafrsg@jea.com

January 27th, 2025

Project: Normandy SS – North Control House.

Site: Normandy Substation – 9801 Crystal Springs Road, Jacksonville.

RFQ Due Date/Time: January 5th, 2025.

Project Completion Deadline: March 14th, 2025.

Documentation Priority: This document makes specific changes to the requirements of the original RFQ and shall be considered an addition to the original document.

References: Available upon request via e-mail.

a) JEA Security Group – Security Typical Drawings.

Attachments: Site drawing.

Governing Contract: This project is subject to all programming standards, general construction requirements, and general contract requirements identified in contract #194567.

Technical Specifications:

1. General Requirements:

- a. The contractor is required to provide individual, itemized, quotation for the identified location. This quotation must reflect the agreed upon pricing and requirement of their governing contract.
- b. The contractor will utilize the existing conduit infrastructure for the installation of all equipment cabling to the greatest extent possible. However, the contractor is responsible for the procurement and installation of any additional conduit, electrical, and cabling required to provide a complete security system.
- c. Contractor to provide all necessary cabling per manufacture specifications. All underground cabling shall be rated for wet locations.
- d. Contractor shall provide all necessary patch cables (copper and/or fiber) and SFP connectors.
- e. All equipment shall be grounded per the manufacturer's specifications.
- f. All equipment shall be installed per JEA standards.

2. Fiber Optic Cabling:

- a. Contractor to pull back fiber optic cabling from VSP#3 feeding VSP#4 and re route into the new Control House.
- b. Contractor to procure and install (1) 12 strand fiber optic cable from VSP#3 to the Control House to complete the fiber ring.
- c. Contractor to provide fiber optic patch cables and SFP connectors from the FTU to the VSS network switch in the Control House.
- d. Contractor to terminate all fibers and patching to complete the system.
- e. Contractor to turn over (1) LANTRONIX E-100BTX-FX-05(HT) NA media converter on original RFQ to JEA Security.

End of Document

Subcontractor quote includes:

Remove existing 12ct MM fiber from VSP3 back to existing security vault by road and reinstall into existing conduits into control house and over to VSS cabinet . Provide and install (1) new 12ct MM fiber from VSS cabinet to VSP3 utilizing new owner install conduit from control house to existing security vaults by road and existing conduit to VSP3. Terminate all fibers and test. Provide new duplex MM/ST fiber jumpers and SFP's for VSS switch. Install new conduit from (4) camera locations back to nearest 12x12x6 enclosure in building corners. Install new conduit from nearest 12x12x6 enclosure to cable tray for path to VSS cabinet.

Install new 6x6x4 enclosure above (2) doors. Install new conduit from new box above door to nearest 12x12x6 enclosure in the corners for ACC path.

All work to be done during regular work hours. Install pull line in all new conduits. Not responsible for any additional conduit that is not referenced in this quote.

JEA_Normandy SS - North Control House**Customer Number:** 1028244**JEA**

9801 Crystal Springs Rd

Jacksonville, FL 32221

Contact: Steven Laframboise**Phone:** +1 (904) 665-4798**Email:** lafrsg@jea.com**Proposal No.:** 87728-1-0**Date:** January 31, 2025**Your Reference:****Valid To:** March 2, 2025**Payment Terms:** Net 30**Quoted By:** Cheri Larger**Phone:** 904-510-3319**Email:** cheri.larger@aus.com**Fiber Optic Cabling****Labor:**

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|-----------|
| 8 | PM | \$105.00 | \$840.00 |

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|------------|
| Subcontractor Onsite Labor Cost | \$4,140.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|------------|
| 1 | Subcontractor Materials/Equipment Cost | \$9,375.00 |

Investment Summary

| | |
|---------------------------------------|--------------------|
| Total Equipment | \$0.00 |
| Total Labor | \$4,980.00 |
| Total Supplies & Materials | \$9,375.00 |
| Total Purchase Price | \$14,355.00 |

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Bill at Completion**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 15770 Dallas Pkwy, Suite 500, Dallas, TX, 75248, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- g. "**Services**" shall mean the services identified in the **Proposal**.
- h. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.
- i. "**Emergency**" shall mean failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- j. "**Non-Emergency**" shall mean failures at an individual component level, resulting in minimal impact to the overall operation of the facility.
- k. "**Scheduled Service (Next Available or Scheduled Date)**" shall mean Field Level Device Failure with low impact that requires scheduling /coordination for the next available or specific date.

2. **Scope of Services:**

A. **General Scope:** Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. **Third Party Products and Services:** Company, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a "Technical Provider" with such agreements referred to herein as "Technical Provider Agreement(s)"), is an authorized distributor/licensee of certain licensed software-as-a-service ("LSaaS") based software, technology, and other equipment that constitute portions of the LSaaS Services. Certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). Company disclaims all liability for personal information Client provides to any Third Party Products and Services. Company does not assume any liability for hosted solutions provided to the Client by Third Party Products and Services. The Company shall have no responsibility for the performance of such Technical Providers and Third Party Products and Services, including the maintenance, data storage, data privacy, cyber-security, cloud storage, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal.

C. **Monitoring Services:** Company shall provide those certain Services, pertaining to Company's burglar, fire and/or environmental alarm and video monitoring (the "**Monitoring Services**"), set forth in any **Proposal** to the Agreement, at the Client Premises and in accordance with any specifications set forth in such **Proposal**. Company shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by an Affiliate or Subcontractor, alarm and/or video signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating intrusion, fire or another emergency distress condition, Company shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Company's sole discretion, as well as the representative designated by Client at the phone number, address and email address supplied by Client, in writing, to receive notification of such alarm signal ("**Primary Contact**"). "**Client System**" means any electrical device, signaling device, communication equipment, software, and other equipment designed to act as an emergency response system that is installed on Client Premises.

- i. **Communication of Alarm Signals:** Client agrees that all alarm and video signals, electronic data, voice data or images (collectively, "**Signals**") are transmitted via communication equipment, devices and systems (e.g. POTS, VoIP, DSL, broadband, cellular, radio, internet, etc.) which are wholly beyond the control and jurisdiction of Company and not maintained by Company. Client acknowledges that Signals will not be transmitted to the monitoring station in the event that the communication equipment is not operating properly, or has been cut, interfered with or is otherwise damaged or the Client System is unable to acquire, transmit or maintain a Signal. In such an event, Company shall not be responsible for any failure of the Monitoring Services. Client therefore accepts all responsibility of the use of any communication device or system in connection with the Monitoring Services and the Signal failures that may result.
- ii. **Authorized Personnel:** Client shall furnish to Company, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to enter the Client Premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter the Client Premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on Client Premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or emergency event. Client shall furnish to Company, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to Company, in writing, as soon as implemented by Client.

- iii. **Company's Obligations:** Company is not obligated to maintain, repair or assure operation of the Client System, or any other devices and equipment of Client or of others to which Company's Monitoring Services may be attached, nor to repair or redecorate any portion of Client's Premises upon removal of all or part of the communications equipment.

D. **LSaaS Services:** In consideration for Client's payment of all applicable fees and costs in any **Proposal**, Company grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in such **Proposal** for Client's internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. Company hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Company's reasonable control. Company shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client's access to, or use of, the LSaaS Services.

i. **Restrictions:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LSaaS Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in the **Proposal**.

ii. **Hardware:** It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Company.

iii. **Hosting and Support:** Client is solely responsible for providing, at Client's own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LSaaS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client's internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LSaaS Services. Company or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that Company makes no representation or warranty regarding availability. As they become available, Company may provide Client with LSaaS Services updates and upgrades.

iv. **Ownership:** The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of Company or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Company or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.

E. **Installation Service:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

F. **Maintenance Services:** Unless otherwise specifically provided in the Order, AUTS shall provide all tools and equipment required for performance of the Maintenance Services. If included in the contracted service level, as set forth in the Order, AUTS shall, at AUTS's option, repair or replace covered Maintenance Equipment to working conditions, except for Maintenance Equipment that must be replaced due to obsolescence or unavailability of parts. At AUTS's option, repair materials may be new, used, or reconditioned. Customer is solely responsible for its System, except as otherwise expressly otherwise set forth in the **Proposal**. Any charges, fees, payment, and other amounts due under this Agreement for Maintenance Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide Company with 110/AC electrical outlets for Company's power equipment in locations designated by Company. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Company shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Company reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

4. **Warranties and Undertakings:**

A. Unless otherwise provided for in the **Proposal**, AUTS provides a ninety (90) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable. AUTS provides a ninety (90) day warranty on all labor (the "Labor Warranty Period"). Any labor provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

B. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF

CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

C. EXCEPT AS SET OUT ELSEWHERE IN THE AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

D. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

E. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within ten (10) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

E. Company is not an insurer of the Client's premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage. Company shall maintain, at a minimum, the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the Services shall be listed by endorsement as an Additional Insured on Company's policies shown in items (ii) and (iii) above. Upon request, Company shall provide certificates evidencing such insurance as outlined above. Client shall give notice to Company of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within two (2) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within two (2) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Company by Client unless such notice is given. Client is required to maintain insurance covering personal injury, including death, and real and personal property loss and damage, in and about Client's premises.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. Installation Services and Client Obligations and Warranties:

A. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. While Company retains full and sole legal and equitable title in and to the Equipment until payment in full is made, Company reserves the right to remove all Equipment if payment is past due. Delivery will be by common carrier F.O.B. Company's shipping point. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

B. Written Consent: No work shall proceed without (1) a signed copy of the Proposal, which incorporates Company standard terms and conditions; or (2) a purchase order that incorporates the Proposal and Company standard terms and conditions terms and condition.

C. Mobilization: Once the Client's purchasing document has been approved, Company will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

D. Equipment Delivery: Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

E. Equipment Modifications: Company assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

F. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

G. Services Performed On Client's Premises: Client hereby grants Company access to any and all areas of the Premises necessary for performance of the Services.

H. Initial Equipment Inspection For Gold And Platinum Coverages: Company reserves the right to will inspect and verify the condition of all the Equipment governed by this agreement within ninety (90) days of the date of this Agreement or as seasonal or operational conditions permit. Company will advise Client if Company finds any Equipment not in working order or in need of repair. With Client's approval, Company will perform the work necessary to return the Equipment to proper working condition. This work will be done at Company's standard fee for parts and labor in effect at that time.

I. Standard Exclusions: Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES: (1) Furnishing and/or installing any required plywood equipment backboards; (2) Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense; (3) Arrangement for and/or coordination of any required telephone or network service installation; (4) 110/120V AC power (provided by the Client); and (5) Any expense associated with working in an environment containing asbestos.

J. Client's Responsibility for Virus, Malware, Firewall, and Anti-Virus Checking: Client shall be responsible for carrying out its own virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work.

K. Installation Conditions: This proposal REQUIRES that: (1) All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose; (2) No area in which AUTS is to install equipment is classified as hazardous or explosive; (3) Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site; and (4) All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

8. Monitoring Services and Client Obligations and Warranties:

A. Client Responsibilities: Client shall test the Client System, to the extent possible, daily and maintain the Client System in good working order during the term of this Agreement. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify Company as soon as reasonably possible or make other arrangements to make the Client System operational. Client shall maintain and operate the Client System according to standards and procedures prescribed by the manufacturer or provider of such equipment.

B. Disturbing Conditions: Where any device or equipment, including but not limited to space detection, is or can be reasonably believed to be affected by turbulence of air or other disturbing conditions, Client shall turn off, remove and/or remedy all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the Monitoring Services.

C. False Reports: An excessive number of false alarms caused by Client's carelessness, malicious or accidental use of the Client System or Client's misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. Company may, at its option, in addition to all other legal remedies, discontinue further performance under the Agreement by providing ten (10) days written notice to Client. Company's termination of performance will not affect Company's right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse Company for any false alarm assessment, fine, penalty, fee or other charges imposed by any governmental agency as a result of any false alarm originating from Client's Premises. In the event Company shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client's Premises, Client shall pay Company the sum of the applicable hourly rate for such personnel times the number of hours (or fraction thereof) spent at Client's Premises, plus expenses incurred.

D. Inappropriate Use of Video: Company is not liable for inappropriate use by Client or its agents of any live or recorded video generated by the Monitoring Services. Client assumes all liability in the event that this provision is violated and agrees to indemnify and defend Company to the fullest extent permitted under law for violation of this provision.

E. Permit to Operating Monitoring Services: Client acknowledges that in some local areas it is a requirement to obtain a permit or license from the city, county or other authorities to operate alarm or video monitoring or to permit police or other authorities to respond to an alarm notification. Client shall secure and maintain during the term of this Agreement, at its sole cost and expense, any permit or license that might be required, and to pay for any additional charges that might be imposed on either party.

F. Pricing and Payment Terms for Monitoring Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for Monitoring Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised

and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

G. **Charges:** Client agrees to pay, in addition to the charges set forth in the Agreement, all taxes, fees, permits, licenses, fines and charges imposed by any governmental authority relating to the operation of the Monitoring Services, and to pay any increase in charges levied against Company by the public utility providing wire connections for the transmission of Signals between Client's Premises and Company's monitoring station or Police/Guard/Fire Department. Client additionally agrees that Company may, at its option and upon thirty (30) days written notice to Client, increase the monthly service fee for the Monitoring Services at any time after the expiration of one (1) year from the Effective Date, and at any time thereafter, provided that there shall be no more than one such increase during any twelve (12) month period

9. **LSaaS Services and Client Obligations and Warranties:**

A. **Use of LSaaS Services:** Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in the **Proposal**. At the expiration of the subscription term or upon termination, Client's right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.

B. **Proper Use:** Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Company and/or the Technical Provider. Client shall keep the LSaaS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LSaaS Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.

C. **Client Representations:** Client hereby represents and warrants to Company that (a) access to the LSaaS Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Company.

D. **Pricing and Payment Terms for LSaaS Services, Suspension or Cancellation:** Any charges, fees, payment, and other amounts due under this Agreement for LSaaS Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Section 8(F) for Monitoring Services, Section 2(F) for Maintenance Services, and Section 9(D) for LSaaS Services, Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. To the fullest extent permitted by law, Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. To the fullest extent permitted by law, Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due. Client hereby grants Company the right to enter the Client Premises and disconnect and/or deactivate the Client System from monitoring facilities in the event that Client fails at any time to make full and timely payment for such Equipment in accordance with the payment schedule. In the event of stopped work by Company based on past due invoices by Client, Client shall pay to Company demobilization and remobilization cost incurred by Company arising from the stoppage before work shall restart.

B. Company reserves the right on any project to charge and invoice the Client twenty (20%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. Company will not begin the project until Company receives the Mobilization Fee.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active

shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, “Force Majeure”). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability**: If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications**: No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate**: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party’s termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

Unless terminated earlier in accordance with this Section, this Agreement shall, after the Initial Term, automatically renew for additional and identical periods of time (each a “Renewal Term”), unless either Party provides written notice of its intention not to renew at least forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. In the event that the Agreement is automatically renewed, pricing will be increased based on the percentage included in the Proposal.

Company may discontinue any Service due to governmental requirements by giving notice in writing to Client. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term condition of this Agreement and does not cure such breach within seven (7) days after written demand by the Party giving notice, or if such breach is incapable of cure.

19. **Regulatory Considerations**: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, “Governmental Regulations”) applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client’s payments for Services shall be increased by the amount of the increase in Company’s costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Default**: If Client fails to perform or fulfill its obligations under these Monitoring Terms in any material respect, Client shall be in breach of these Monitoring Terms; provided, however, that Client shall have five (5) days from the date of notice of breach by Company to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of Company’s other rights and remedies under the Agreement, Company may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client’s financial obligations under the Agreement; or (b) declare Client in default of these Monitoring Terms. In the event of default, Company may, as permitted by law, terminate the Monitoring Services and deactivate the Client System. Termination of the Monitoring Services shall not terminate the Agreement or Client’s continued payment obligations for Monitoring Services previously rendered or to which Client is contractually committed.

22. **Data**: Data collected or generated through the Services that does not personally identify Client and/or contain personally-identifiable information (“PII”, with all such collected or data referred to herein as “Machine Data”) shall be owned by Company. Data collected or generated through Client’s use of the Services involving audio, video, incident reporting and daily activity reports (“Reporting Data”) shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants Company the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data. Notwithstanding the foregoing, Company will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Monitoring Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Company or is assigned to Company. Company shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Company makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Company which data shall be provided in a format reasonably determined by.

[Remainder of Page Intentionally Left Blank]

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: _____
Sales Representative Signature

By: _____
Client Signature

By: Cheri Larger
Sales Representative Printed Name

By: _____
Client Printed Name

Date: _____

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
JEA

Billing Information

| | |
|---|--|
| Street Address | |
| City | |
| State | |
| Zip Code | |
| Contact Name | |
| Contact Phone | |
| Contact Email | |
| Invoice Delivery Method (email, portal, mail, other) | |
| PO # | |

Security Solution Proposal

JEA

9801 Crystal Springs Rd
Jacksonville, FL 32221

January 31, 2025

Steven Laframboise

JEA_Normandy SS North Control House

GSA Proposal Submitted
By



There for you.

GSA Contract No. 47QSMS24D003Z

Proposal No. 87751-1-0

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

JEA_Normandy SS North Control House Statement of Work

Place of Performance

JEA
9801 Crystal Springs Rd
Jacksonville, FL 32221

Primary Point of Contact

Steven Laframboise
JEA
+1 (904) 665-4798
lafrsg@jea.com

Project: Normandy SS - North Control House.

Site: Normandy Substation - 9801 Crystal Springs Road, Jacksonville.

RFQ Due Date/Time: January 31st, 2025.

Project Completion Deadline: March 14th, 2025.

Documentation Priority: This document hereby supersedes and cancels all previous requests for quotations on this project.

References: Available upon request via e-mail.

a) JEA Security Group - Security Typical Drawings.

Attachments: Site drawing.

Governing Contract: This project is subject to all programming standards, general construction requirements, and general contract requirements identified in contract #194567.

Technical Specifications:

1. General Requirements:

- a. The contractor is required to provide individual, itemized, quotation for the identified location. This quotation must reflect the agreed upon pricing and requirement of their governing contract.
- b. The contractor will utilize the existing conduit infrastructure for the installation of all equipment cabling to the greatest extent possible. However, the contractor is responsible for the procurement and installation of any additional conduit, electrical, and cabling required to provide a complete security system.
- c. Contractor to provide all necessary cabling per manufacture specifications. All underground cabling shall be rated for wet locations.
- d. Contractor shall provide all necessary patch cables (copper and/or fiber) and SFP connectors.
- e. All equipment shall be grounded per the manufacturer's specifications.
- f. All equipment shall be installed per JEA standards.
- g. Electrified door hardware provided and installed by others.
- h. Contractor is responsible for any CCA access or escorts, if required, during this effort.

2. ACS:

a. Procure and install (1) Altronix Trove2AM2 enclosure with the following equipment:

- i. (1) AL1024ULXB2
- ii. (1) ACM8
- iii. (1) VR6
- iv. (2) PDS8
- v. (1) M2150 8DBC
- vi. (1) AC8/4
- vii. (1) AC24/4
- viii. (1) MN-NIC5E
- ix. (1) WIM-8
- x. (4) Hour battery backup
- xi. AC Fail Alarm

- b. Procure and install (2) AMAG 880-KP proximity readers with JEA 11717-1 covers at the identified locations on the drawings.
- c. Procure and install (2) dual technology motion detector (Bosch BDL2) in the building to cover the interior of the facility. Motion detectors identified on the attached drawings represent suggested locations only. Contractor to determine optimal placement. Motion detectors shall be terminated as separate zones on the AMAG panel.
- d. Procure and install (1) 4402AB door position switch on each active and inactive leaf of the proposed doors.
- e. Procure and install (1) Inovonics EN5040-T repeater on the exterior of the control house in the optimal location as identified by the contractor. This includes an appropriate power supply and any additional enclosures.
- f. Connect AMAG panel to the CORP network. IP address and port assignment provided by JEA during the installation phase.

3. VSS:

- a. Procure and install (1) free standing Mid Atlantic network rack (MRK-4431-DVR). Electrical power feed to the cabinet provided and installed by others.
- b. Procure and install (1) 48 port, 2U, Corning rack mounted FTU.
- c. Procure and install (1) DITEK (DTK-RM24NETS) rack mount surge protection. All exterior cameras shall be connected to the proposed surge protector.
- d. Procure and install (1) LANTRONIX (SM24TAT2SA) PoE network VSS switch. This includes an SFP connector and fiber jumper for connectivity to the existing control house.
- e. Procure and install (1) LANTRONIX E-100BTX-FX-05(HT) NA media converter in the existing control house for connectivity to the existing VSS network switch and NVR.
- f. Procure and install (2) Avigilon 2.0C-H6A-BO1-IR cameras with appropriate mounts per attached camera schedule and drawings.
- g. Procure and install (2) Avigilon 2.0C-H6A-DO1-IR cameras with an appropriate mounts per attached camera schedule and drawings.

4. Main Gate:

- a. Procure and install (1) one HOFFMAN enclosure (#A-604810LP) per JEA typical ST- 7A at the identified location on the drawings. Concrete mounting pad is existing.
- b. Procure and install all electrical cabling, terminations, and materials required for providing (1) 50AMP sub panel in the HOFFMAN enclosure. The contractor will procure and install all electrical cabling, terminations, and materials required for providing (1) 120VAC, duplex outlet, receptacle in the HOFFMAN enclosure. All connections to enclosures will be made on the bottom of the enclosure in accordance with security typical drawing ST-5H. Power feed to the Hoffman will be provided and installed by others.
- c. Procure and install (1) Inovonics EN5040-T repeater on the exterior of the Hoffman in the optimal location as identified by the contractor. This includes an appropriate power supply and any additional enclosures.

5. ACS System Programming Requirements:

- a. The contractor is required to program all new items in this system as an addition to the existing JEA access control system. All programming standards and methodologies should match the existing system configurations, including CARD+PIN. All card reader groups are to be placed into the access codes identified in *Programming Tables* provided during the installation phase.
- b. Contractor to program and apply one existing and unused JEA AMAG intrusion license for this building.
- c. Program the interior motion detectors as separate zones, within the buildings, to function as an "intrusion area" for the respective building. These zones will be controlled by the AMAG proximity readers with keypads.
- d. The contractor is required to mask all alarms from JEA dispatch until final acceptance is completed. Once accepted, the contractor will enable alarms for active response.

e. All card readers are to be grouped into "SECURITY CONTRACTOR - ACS" and "SECURITY MANAGEMENT" roles during the course of construction by the contractor.

6. VSS System Programming Requirements:

- a. The contractor shall procure all required camera licensing for each camera identified in this effort.
- b. Contractor is required to program the video surveillance system in accordance with the Geutebrück Programming Checklist. This includes, but is not limited to, the programming of all camera names, IP addresses, and GSIM maps. JEA will provide the contractor with the map used in this effort. Programming tables provided during the installation phase.
- c. Contractor is required to program the proposed cameras to the existing video surveillance system, add to the appropriate group(s), media source, and restrictions for typical Electric locations.

7. Project Deliverables:

- a. Completed, turnkey installation and programming of the ACS and VSS system identified in the above technical specifications.
- b. Project documentation identifying the make, model, IP addresses and serial no. of all major components installed under this project. This includes JPEG pictures of both the AMAG panel and NIC card, clearly showing the serial number and MAC addresses.
- c. Project Variations: Under no circumstances will there be any variations to this technical specification, without written approval from the Project Manager.
- d. Acceptable Working Hours: Monday thru Friday, 7:00 am to 5:00 pm.

Subcontractor quote includes:

Provide and install (1) new Hoffman freestanding enclosure on existing concrete pad. Install new 50amp panel and 120v outlet inside enclosure. Install new 50amp/208v circuit to Hoffman from old control building using existing conduit raceway.

ACS: Install (1) ACS cabinet with (1) Power supply, (1) ACM8, (1) VR6, (2) PDS8s, (1) 8DBC, (1) WIM8, (1) 8/4, (1) NIC5, and (2) batteries in Electrical Building. Install new ACS cable to (2) doors, (2) Innovonics Repeaters, and (2) motion detectors in conduit. Install (2) 880 readers, (2) Shrouds, (3) DPS, (2) innovonics repeaters, and (2) Motion detectors, at door locations identified in the project drawings. JEA Standard AMAG programming included.

VSS: Provide and install (1) DTK-RM24NETS, (1) SM24TAT2SA, (2) TN-GLC-SX-MM-RGD, (2) LC to ST Fiber Jumpers, (1) E-100BTX-FX-05(HT), (2) 2.0C-H6A-B01-IR, (2) 2.0C-H6A-DO1-IR and (4) camera licenses in the Control House building. JEA Standard programming included.

Provide and install (1) Mid Atlantic freestanding cabinet in north control house. Provide and install (1) new Corning 48 port rack mount FTU with (2) 12 port MM/ST bulkheads

Mount new owner provided Trove cabinet. Install new conduit and wire for power from existing power panel. Install new conduit from Trove cabinet cable tray for Network connection. Install new 2" conduit from Trove cabinet to nearest owner installed 12x12x6 enclosure for ACC cabling path.

ACS: Install (1) ACS cabinet with (1) Power supply, (1) ACM8, (1) VR6, (2) PDS8s, (1) 8DBC, (1) WIM8, (1) 8/4, (1) NIC5, and (2) batteries in Electrical Building. Install new ACS cable to (2) doors, (2) Innovonics Repeaters, and (2) motion detectors in conduit. Install (2) 880 readers, (2) Shrouds, (3) DPS, (2) innovonics repeaters, and (2) Motion detectors, at door locations identified in the project drawings. JEA Standard AMAG programming included.

VSS: Provide and install (1) DTK-RM24NETS, (1) SM24TAT2SA, (2) TN-GLC-SX-MM-RGD, (2) LC to ST Fiber Jumpers, (1) E-100BTX-FX-05(HT), (2) 2.0C-H6A-B01-IR, (2) 2.0C-H6A-DO1-IR and (4) camera licenses in the Control House building. JEA Standard programming included

JEA_Normandy SS North Control House**Customer Number:** 1028244**JEA**9801 Crystal Springs Rd
Jacksonville, FL 32221**Contact:** Steven Laframboise**Phone:** +1 (904) 665-4798**Email:** lafrsg@jea.com**Proposal No.:** 87751-1-0**Date:** January 31, 2025**Your Reference:****Valid To:** March 2, 2025**Payment Terms:** Net 30**Quoted By:** Cheri Larger**Phone:** 904-510-3319**Email:** cheri.larger@aus.com**ACS - Open Market**

| QTY | Manufacturer | Part # | Description | Unit Price | Ext.Price |
|-----|------------------------|---------------|---|------------|-----------|
| 1 | Altronix | TROVE2AM2 | ALT:Kit w/Trove2 Encl & AMAG Backplane | \$266.82 | \$266.82 |
| 1 | Altronix | AL1024ULXB2 | ALT: Board Only (AL1024ULX) | \$256.91 | \$256.91 |
| 1 | Altronix | ACM8 | ALT: Access Power Controller | \$51.96 | \$51.96 |
| 1 | Altronix | VR6 | ALT:Voltage Regulator, 24VDC | \$44.04 | \$44.04 |
| 2 | Altronix | PDS8 | ALT:Dual Input PDM, 8-Out, 2-In | \$47.14 | \$94.28 |
| 2 | Altronix | BT126 | ALT:Lead Acid Battery, 12VDC 7AH | \$31.94 | \$63.88 |
| 1 | Altronix | BR1 | ALT:Add-on Mounting Bracket | \$48.00 | \$48.00 |
| 1 | Altronix | SMP3PMCTX | ALT:SMP3 W/ CAB/ CAM LOCK/ TRANSFORMR | \$164.09 | \$164.09 |
| 2 | AMAG | 880-KP | AMA:Javelin 880 Prox KP LCD Wall Rdr | \$378.34 | \$756.68 |
| 1 | AMAG | M2150-AC24/4 | Symmetry M2150 24 Input _4 Output Panel BOARD ONLY | \$315.17 | \$315.17 |
| 2 | Bosch Security Systems | ISC-BDL2-W12G | BSC:Motion Detector, 40' PIR | \$37.42 | \$74.84 |
| 2 | Bosch Security Systems | B328 | BSC:Swivel Mntg Bracket, Intrusion | \$11.83 | \$23.66 |
| 3 | George Risk Industries | 4402AB | GRI:Industrial Door Switch, High Securit | \$39.06 | \$117.18 |
| 2 | Inovonics | EN5040-T | INO:High Power Repeater w/Transformer | \$368.28 | \$736.56 |
| 2 | Inovonics | ACC650 | INO:Outdoor NEMA Enclosure Kit | \$65.28 | \$130.56 |
| 2 | S&S Metal and Plastics | 11717-1 | SSM:Card Reader Shroud | \$142.80 | \$285.60 |
| 1 | Windy City Wire | 425300 | WCW:22-04 UNS STR CMR Grey Jkt 1000' | \$195.38 | \$195.38 |
| 1 | Windy City Wire | 442392 | WCW:18-08 UNS STR CMP Wht Jkt 1000' | \$796.92 | \$796.92 |
| 1 | Windy City Wire | 445203 | WCW:22-3P OAS STR CMP Yel Stp 1000' | \$352.31 | \$352.31 |

Labor:

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|------------|
| 40 | PM | \$105.00 | \$4,200.00 |

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$22,108.75 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|-------------|
| 1 | Subcontractor Materials/Equipment Cost | \$27,218.75 |
| QTY | Description | Ext.Price |
| 1 | Miscellaneous Equipment | \$592.67 |

ACS - GSA

| QTY | Manufacturer | Part # | Description | Unit Price | Ext. Price |
|-----|--------------|------------------|--|------------|------------|
| 1 | AMAG | M2150-8DBC-JEA | AMA:Symmetry M2150 8DBC 8 Reader Panel B | \$1,652.45 | \$1,652.45 |
| 1 | AMAG | M2150-AC8/4-JEA | AMA:Symmetry M2150 8 Input/4 Output Mod | \$155.91 | \$155.91 |
| 1 | AMAG | MN-NIC-5-ENC-JEA | AMA:Sym M2150 NIC Module, AES 256-bit | \$237.30 | \$237.30 |
| 1 | AMAG | WIM8-JEA | AMA:Wiegand Interface Module for 8 Read | \$244.61 | \$244.61 |

Investment Summary

| | |
|---------------------------------------|--------------------|
| Total Equipment | \$7,065.11 |
| Total Labor | \$26,308.75 |
| Total Supplies & Materials | \$27,811.42 |
| Total Purchase Price | \$61,185.28 |

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Bill at Completion**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 15770 Dallas Pkwy, Suite 500, Dallas, TX, 75248, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- g. "**Services**" shall mean the services identified in the **Proposal**.
- h. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.
- i. "**Emergency**" shall mean failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- j. "**Non-Emergency**" shall mean failures at an individual component level, resulting in minimal impact to the overall operation of the facility.
- k. "**Scheduled Service (Next Available or Scheduled Date)**" shall mean Field Level Device Failure with low impact that requires scheduling /coordination for the next available or specific date.

2. **Scope of Services:**

A. **General Scope:** Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. **Third Party Products and Services:** Company, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a "Technical Provider" with such agreements referred to herein as "Technical Provider Agreement(s)"), is an authorized distributor/licensee of certain licensed software-as-a-service ("LSaaS") based software, technology, and other equipment that constitute portions of the LSaaS Services. Certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). Company disclaims all liability for personal information Client provides to any Third Party Products and Services. Company does not assume any liability for hosted solutions provided to the Client by Third Party Products and Services. The Company shall have no responsibility for the performance of such Technical Providers and Third Party Products and Services, including the maintenance, data storage, data privacy, cyber-security, cloud storage, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal.

C. **Monitoring Services:** Company shall provide those certain Services, pertaining to Company's burglar, fire and/or environmental alarm and video monitoring (the "**Monitoring Services**"), set forth in any **Proposal** to the Agreement, at the Client Premises and in accordance with any specifications set forth in such **Proposal**. Company shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by an Affiliate or Subcontractor, alarm and/or video signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating intrusion, fire or another emergency distress condition, Company shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Company's sole discretion, as well as the representative designated by Client at the phone number, address and email address supplied by Client, in writing, to receive notification of such alarm signal ("**Primary Contact**"). "**Client System**" means any electrical device, signaling device, communication equipment, software, and other equipment designed to act as an emergency response system that is installed on Client Premises.

- i. **Communication of Alarm Signals:** Client agrees that all alarm and video signals, electronic data, voice data or images (collectively, "**Signals**") are transmitted via communication equipment, devices and systems (e.g. POTS, VoIP, DSL, broadband, cellular, radio, internet, etc.) which are wholly beyond the control and jurisdiction of Company and not maintained by Company. Client acknowledges that Signals will not be transmitted to the monitoring station in the event that the communication equipment is not operating properly, or has been cut, interfered with or is otherwise damaged or the Client System is unable to acquire, transmit or maintain a Signal. In such an event, Company shall not be responsible for any failure of the Monitoring Services. Client therefore accepts all responsibility of the use of any communication device or system in connection with the Monitoring Services and the Signal failures that may result.
- ii. **Authorized Personnel:** Client shall furnish to Company, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to enter the Client Premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter the Client Premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on Client Premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or emergency event. Client shall furnish to Company, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to Company, in writing, as soon as implemented by Client.

- iii. **Company's Obligations:** Company is not obligated to maintain, repair or assure operation of the Client System, or any other devices and equipment of Client or of others to which Company's Monitoring Services may be attached, nor to repair or redecorate any portion of Client's Premises upon removal of all or part of the communications equipment.

D. **LSaaS Services:** In consideration for Client's payment of all applicable fees and costs in any **Proposal**, Company grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in such **Proposal** for Client's internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. Company hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Company's reasonable control. Company shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client's access to, or use of, the LSaaS Services.

i. **Restrictions:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LSaaS Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in the **Proposal**.

ii. **Hardware:** It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Company.

iii. **Hosting and Support:** Client is solely responsible for providing, at Client's own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LSaaS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client's internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LSaaS Services. Company or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that Company makes no representation or warranty regarding availability. As they become available, Company may provide Client with LSaaS Services updates and upgrades.

iv. **Ownership:** The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of Company or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Company or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.

E. **Installation Service:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

F. **Maintenance Services:** Unless otherwise specifically provided in the Order, AUTS shall provide all tools and equipment required for performance of the Maintenance Services. If included in the contracted service level, as set forth in the Order, AUTS shall, at AUTS's option, repair or replace covered Maintenance Equipment to working conditions, except for Maintenance Equipment that must be replaced due to obsolescence or unavailability of parts. At AUTS's option, repair materials may be new, used, or reconditioned. Customer is solely responsible for its System, except as otherwise expressly otherwise set forth in the **Proposal**. Any charges, fees, payment, and other amounts due under this Agreement for Maintenance Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide Company with 110/AC electrical outlets for Company's power equipment in locations designated by Company. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Company shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Company reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

4. **Warranties and Undertakings:**

A. Unless otherwise provided for in the **Proposal**, AUTS provides a ninety (90) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable. AUTS provides a ninety (90) day warranty on all labor (the "Labor Warranty Period"). Any labor provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

B. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF

CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

C. EXCEPT AS SET OUT ELSEWHERE IN THE AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

D. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

E. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within ten (10) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

E. Company is not an insurer of the Client's premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage. Company shall maintain, at a minimum, the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the Services shall be listed by endorsement as an Additional Insured on Company's policies shown in items (ii) and (iii) above. Upon request, Company shall provide certificates evidencing such insurance as outlined above. Client shall give notice to Company of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within two (2) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within two (2) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Company by Client unless such notice is given. Client is required to maintain insurance covering personal injury, including death, and real and personal property loss and damage, in and about Client's premises.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. Installation Services and Client Obligations and Warranties:

A. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. While Company retains full and sole legal and equitable title in and to the Equipment until payment in full is made, Company reserves the right to remove all Equipment if payment is past due. Delivery will be by common carrier F.O.B. Company's shipping point. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

B. Written Consent: No work shall proceed without (1) a signed copy of the Proposal, which incorporates Company standard terms and conditions; or (2) a purchase order that incorporates the Proposal and Company standard terms and conditions terms and condition.

C. Mobilization: Once the Client's purchasing document has been approved, Company will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

D. Equipment Delivery: Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

E. Equipment Modifications: Company assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

F. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

G. Services Performed On Client's Premises: Client hereby grants Company access to any and all areas of the Premises necessary for performance of the Services.

H. Initial Equipment Inspection For Gold And Platinum Coverages: Company reserves the right to will inspect and verify the condition of all the Equipment governed by this agreement within ninety (90) days of the date of this Agreement or as seasonal or operational conditions permit. Company will advise Client if Company finds any Equipment not in working order or in need of repair. With Client's approval, Company will perform the work necessary to return the Equipment to proper working condition. This work will be done at Company's standard fee for parts and labor in effect at that time.

I. Standard Exclusions: Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES: (1) Furnishing and/or installing any required plywood equipment backboards; (2) Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense; (3) Arrangement for and/or coordination of any required telephone or network service installation; (4) 110/120V AC power (provided by the Client); and (5) Any expense associated with working in an environment containing asbestos.

J. Client's Responsibility for Virus, Malware, Firewall, and Anti-Virus Checking: Client shall be responsible for carrying out its own virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work.

K. Installation Conditions: This proposal REQUIRES that: (1) All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose; (2) No area in which AUTS is to install equipment is classified as hazardous or explosive; (3) Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site; and (4) All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

8. Monitoring Services and Client Obligations and Warranties:

A. Client Responsibilities: Client shall test the Client System, to the extent possible, daily and maintain the Client System in good working order during the term of this Agreement. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify Company as soon as reasonably possible or make other arrangements to make the Client System operational. Client shall maintain and operate the Client System according to standards and procedures prescribed by the manufacturer or provider of such equipment.

B. Disturbing Conditions: Where any device or equipment, including but not limited to space detection, is or can be reasonably believed to be affected by turbulence of air or other disturbing conditions, Client shall turn off, remove and/or remedy all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the Monitoring Services.

C. False Reports: An excessive number of false alarms caused by Client's carelessness, malicious or accidental use of the Client System or Client's misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. Company may, at its option, in addition to all other legal remedies, discontinue further performance under the Agreement by providing ten (10) days written notice to Client. Company's termination of performance will not affect Company's right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse Company for any false alarm assessment, fine, penalty, fee or other charges imposed by any governmental agency as a result of any false alarm originating from Client's Premises. In the event Company shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client's Premises, Client shall pay Company the sum of the applicable hourly rate for such personnel times the number of hours (or fraction thereof) spent at Client's Premises, plus expenses incurred.

D. Inappropriate Use of Video: Company is not liable for inappropriate use by Client or its agents of any live or recorded video generated by the Monitoring Services. Client assumes all liability in the event that this provision is violated and agrees to indemnify and defend Company to the fullest extent permitted under law for violation of this provision.

E. Permit to Operating Monitoring Services: Client acknowledges that in some local areas it is a requirement to obtain a permit or license from the city, county or other authorities to operate alarm or video monitoring or to permit police or other authorities to respond to an alarm notification. Client shall secure and maintain during the term of this Agreement, at its sole cost and expense, any permit or license that might be required, and to pay for any additional charges that might be imposed on either party.

F. Pricing and Payment Terms for Monitoring Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for Monitoring Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised

and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

G. **Charges:** Client agrees to pay, in addition to the charges set forth in the Agreement, all taxes, fees, permits, licenses, fines and charges imposed by any governmental authority relating to the operation of the Monitoring Services, and to pay any increase in charges levied against Company by the public utility providing wire connections for the transmission of Signals between Client's Premises and Company's monitoring station or Police/Guard/Fire Department. Client additionally agrees that Company may, at its option and upon thirty (30) days written notice to Client, increase the monthly service fee for the Monitoring Services at any time after the expiration of one (1) year from the Effective Date, and at any time thereafter, provided that there shall be no more than one such increase during any twelve (12) month period

9. **LSaaS Services and Client Obligations and Warranties:**

A. **Use of LSaaS Services:** Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in the **Proposal**. At the expiration of the subscription term or upon termination, Client's right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.

B. **Proper Use:** Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Company and/or the Technical Provider. Client shall keep the LSaaS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LSaaS Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.

C. **Client Representations:** Client hereby represents and warrants to Company that (a) access to the LSaaS Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Company.

D. **Pricing and Payment Terms for LSaaS Services, Suspension or Cancellation:** Any charges, fees, payment, and other amounts due under this Agreement for LSaaS Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Section 8(F) for Monitoring Services, Section 2(F) for Maintenance Services, and Section 9(D) for LSaaS Services, Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. To the fullest extent permitted by law, Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. To the fullest extent permitted by law, Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due. Client hereby grants Company the right to enter the Client Premises and disconnect and/or deactivate the Client System from monitoring facilities in the event that Client fails at any time to make full and timely payment for such Equipment in accordance with the payment schedule. In the event of stopped work by Company based on past due invoices by Client, Client shall pay to Company demobilization and remobilization cost incurred by Company arising from the stoppage before work shall restart.

B. Company reserves the right on any project to charge and invoice the Client twenty (20%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. Company will not begin the project until Company receives the Mobilization Fee.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active

shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, “Force Majeure”). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability**: If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications**: No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate**: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party’s termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

Unless terminated earlier in accordance with this Section, this Agreement shall, after the Initial Term, automatically renew for additional and identical periods of time (each a “Renewal Term”), unless either Party provides written notice of its intention not to renew at least forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. In the event that the Agreement is automatically renewed, pricing will be increased based on the percentage included in the Proposal.

Company may discontinue any Service due to governmental requirements by giving notice in writing to Client. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term condition of this Agreement and does not cure such breach within seven (7) days after written demand by the Party giving notice, or if such breach is incapable of cure.

19. **Regulatory Considerations**: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, “Governmental Regulations”) applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client’s payments for Services shall be increased by the amount of the increase in Company’s costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Default**: If Client fails to perform or fulfill its obligations under these Monitoring Terms in any material respect, Client shall be in breach of these Monitoring Terms; provided, however, that Client shall have five (5) days from the date of notice of breach by Company to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of Company’s other rights and remedies under the Agreement, Company may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client’s financial obligations under the Agreement; or (b) declare Client in default of these Monitoring Terms. In the event of default, Company may, as permitted by law, terminate the Monitoring Services and deactivate the Client System. Termination of the Monitoring Services shall not terminate the Agreement or Client’s continued payment obligations for Monitoring Services previously rendered or to which Client is contractually committed.

22. **Data**: Data collected or generated through the Services that does not personally identify Client and/or contain personally-identifiable information (“PII”, with all such collected or data referred to herein as “Machine Data”) shall be owned by Company. Data collected or generated through Client’s use of the Services involving audio, video, incident reporting and daily activity reports (“Reporting Data”) shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants Company the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data. Notwithstanding the foregoing, Company will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Monitoring Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Company or is assigned to Company. Company shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Company makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Company which data shall be provided in a format reasonably determined by.

[Remainder of Page Intentionally Left Blank]

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: _____
Sales Representative Signature

By: _____
Client Signature

By: Cheri Larger
Sales Representative Printed Name

By: _____
Client Printed Name

Date: _____

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
JEA

Billing Information

| | |
|---|--|
| Street Address | |
| City | |
| State | |
| Zip Code | |
| Contact Name | |
| Contact Phone | |
| Contact Email | |
| Invoice Delivery Method (email, portal, mail, other) | |
| PO # | |

Security Solution Proposal

ESTIMATE

JEA

Blacksford Site

Jacksonville, FL

February 3, 2025

Steven Laframboise

Blacksford - ESTIMATE

Proposal Submitted
By



There for you.

Proposal No. Estimate

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

Statement of Work

Place of Performance

JEA
 Blacksford Site
 Jacksonville, FL

Primary Point of Contact

Steven Laframboise
 JEA
 +1 (904) 665-4798
 lafrsg@jea.com

Estimate based on Mayport WTP ACS Enhancements

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$20,000.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|---------------|------------|
| 1 | Miscellaneous | \$1,000.00 |

| QTY | Description | Ext.Price |
|-----|--|-------------|
| 1 | Subcontractor Materials/Equipment Cost | \$10,000.00 |

| QTY | Description | Ext.Price |
|-----|-------------|------------|
| 40 | PM | \$4,200.00 |

Investment Summary - ESTIMATE

| | |
|---------------------------------------|--------------------|
| Total Equipment | \$11,000.00 |
| Total Labor | \$22,000.00 |
| Total Supplies & Materials | \$12,000.00 |
| Total Purchase Price | \$45,000.00 |

Security Solution Proposal

ESTIMATE

JEA

McDuff site

Jacksonville, FL

February 3, 2025

Steven Laframboise

McDuff – ESTIMATE

Proposal Submitted
By



There for you.

Proposal No. Estimate

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

Statement of Work

Place of Performance

JEA
 McDuff site
 Jacksonville, FL

Primary Point of Contact

Steven Laframboise
 JEA
 +1 (904) 665-4798
 lafrsg@jea.com

Estimate based on Lofton Oaks WTP ACS Enhancements.

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$35,000.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|-----------|
| 1 | Miscellaneous Equipment | \$1,000 |
| 1 | Subcontractor Materials/Equipment Cost | \$20,000 |

Project Labor Schedule:

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|-----------|
| 40 | PM | \$105.00 | \$4,200 |

Investment Summary - ESTIMATE

| | |
|---------------------------------------|---------------------|
| Total Equipment | \$21,000 .00 |
| Total Labor | \$39,200.00 |
| Total Supplies & Materials | \$20,000.00 |
| Total Purchase Price | \$80,200.00 |

Security Solution Proposal

ESTIMATE

JEA

Norwood site

Jacksonville, FL

February 3, 2025

Steven Laframboise

Norwood– ESTIMATE

Proposal Submitted
By



There for you.

Proposal No. Estimate

8936 Western Way, Bldg. 6, Suite 11
Jacksonville, FL 32256
Lic. # EF0001195

Statement of Work

Place of Performance

JEA
 Norwood site
 Jacksonville, FL

Primary Point of Contact

Steven Laframboise
 JEA
 +1 (904) 665-4798
 lafrsg@jea.com

Estimate based on Lofton Oaks WTP ACS Enhancements.

Subcontractor Schedule:

| Description | Ext.Price |
|---------------------------------|-------------|
| Subcontractor Onsite Labor Cost | \$35,000.00 |

Supplies & Materials:

| QTY | Description | Ext.Price |
|-----|--|-----------|
| 1 | Miscellaneous Equipment | \$1,000 |
| 1 | Subcontractor Materials/Equipment Cost | \$20,000 |

Project Labor Schedule:

| QTY | Description | Unit Price | Ext.Price |
|-----|-------------|------------|-----------|
| 40 | PM | \$105.00 | \$4,200 |

Investment Summary - ESTIMATE

| | |
|---------------------------------------|---------------------|
| Total Equipment | \$21,000 .00 |
| Total Labor | \$39,200.00 |
| Total Supplies & Materials | \$20,000.00 |
| Total Purchase Price | \$80,200.00 |



Formal Bid and Award System

Award #20

December 17, 2020

Type of Award Request: BID (IFB)
Request #: 6863
Requestor Name: Summers, Matthew K. - Manager, Physical Security
Requestor Phone: (904) 665-4798
Project Title: Repair and Installation of Access Control Systems
Project Number: 8006696, 8006563, 8006472, 8006809, 8006810, HE31000
Project Location: JEA
Funds: Capital and O&M
Budget Estimate: \$6,767,000.00 (JEA = \$5,467,000.00, other agencies = \$1,300,000.00)

Scope of Work:

The scope of this contract is to secure the services of a qualified contractor which will provide procurement, installation, and maintenance for the JEA access control systems. The work performed by the contractor consists of, but is not limited to, all materials, labor, supervision, tools, electronic parts, wiring, software, hardware and equipment necessary to provide installation, maintenance, adjustments, testing, replacement of parts, and emergency service as herein specified. All maintenance services rendered under this contract shall be by uniformed employees of the bidder and no part of the servicing or emergency call-back service may be sub-contracted.

JEA IFB/RFP/State/City/GSA#: 074-20
Purchasing Agent: Rix, Lynn Woods
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

| Name | Contact Name | Email | Address | Phone | Amount |
|----------------------------|----------------|------------------------------------|---|----------------|----------------|
| G4S SECURE INTEGRATION LLC | Daniel Grafton | info.secureintegration@usa.g4s.com | 1200 Landmark Center Suite 1300 Omaha, NE 68102 | (402) 233-7700 | \$5,467,000.00 |

Amount for entire term of Contract/PO: \$5,467,000.00
Award Amount for remainder of this FY: \$1,039,000.00
Length of Contract/PO Term: Five (5) Years w/One (1) 1-Yr. Renewal
Begin Date (mm/dd/yyyy): 12/15/2020
End Date (mm/dd/yyyy): 12/14/2025
Renewal Options: YES – One (1) – 1 Yr. Renewal
JSEB Requirement: N/A – Optional
BIDDER:

Award #6 Supporting Documents 02/13/25

| Name | Amount |
|----------------------------|-----------------|
| G4S SECURE INTEGRATION LLC | \$10,766,449.60 |
| STRUCTURE WORKS INC. | \$14,858,966.72 |

Background/Recommendations:

Advertised on 10/05/2020. Seven (7) Companies attended the mandatory pre-bid meeting on October 16, 2020. At bid opening, November 3, 2020, only two (2) bids were received. JEA did not open the bids and set a second mandatory pre-bid meeting to increase competition. In order to bid, a supplier must have attended at least one of the two mandatory pre-bid meetings. No additional companies attended the second mandatory pre-bid meeting on November 13, 2020. At bid opening, November 24, 2020, two (2) bids were received. G4S Secure Integration LLC was the lowest responsive and responsible bidder. JTA and JPA participated in the Bid process and their forecast spend was aggregated with JEA's spend for a five (5) year multi-agency Bid. A copy of the Bid Form is attached.

This award is the result of a joint effort between JEA, JAXPORT, and JTA to create a single solicitation and provide the identified services for all three agencies as a collaborative sourcing effort. This award is for JEA projects only. The primary goals are to:

- Obtain reduced, and secured, united costs for all three agencies for the next five years;
- Create interoperability between agencies; and
- Enhance the availability of materials and responsiveness of service in Jacksonville for these systems, while reducing the administrative burden to the agencies.

Comparing G4S Secure Integration LLC labor rates to the current contract labor rates where the rates were fixed for six (6) years, they have increased by twenty-three percent (23%) due to rising labor costs. The forecasted materials spend has increased due to material changes and pricing changes, which varied and are not directly comparable. Rates are fixed for the first two (2) years of the contract and then the Bidder can request a CPI increase capped at 2%. The award amount is less than the Bid Amount due to current budget and the business unit intends to examine the budget in the out years to support carrying the contract to term.


074-20 - Request approval to award a five (5) year contract to G4S Secure Integration LLC for Repair and Installation of Access Control Systems, in the amount of \$5,467,000.00, subject to the availability of lawfully approved funds.

Manager: Summers, Matthew K. – Manager, Physical Security

Director: Edwards, Brandon L. - Director Security

VP: Tuten, Steven V. – Interim Chief Compliance Officer

APPROVALS:

 _____ 12/17/2020

Chairman, Awards Committee

Date

Budget Representative

Date

Award #6 Supporting Documents 02/13/25

Kenny A. Vittoria

12/17/2020

APPENDIX B
BID FORM FOR SOLICITATION 074-20

REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS

The Bidder shall submit one original set of Bid Documents. Bids/Responses will only be accepted electronically via link provided. Please use the REQUEST A SUBMISSION LINK on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed bid integrity. To ensure the link is received in a timely manner, link requests should be made by 5:00 p.m. on the Friday prior to the bid due date. JEA will not accept Bid Document files transmitted via email.

Company Name: G4S Secure Integration LLC

Company's Address 1200 Landmark Center, Suite 1300 Omaha, NE 68102

State of Florida General Contractor's License Number EF20000673

Phone Number: 402-233-7602 FAX No: 402-233-7650 Email Address: mike.rogers@usa.g4s.com

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- ☐ One Time Purchase
☒ Other, Specify – 5 yrs, w/ 1 optional renewal
☐ Annual Requirements

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased
 Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ 3% 5, net 30
☐ Other _____
☒ None Offered

| # | ENTER YOUR BID FOR THE IFB 074-20 SERVICES | BIDPRICE |
|--|--|------------------|
| 1 | BID WORKBOOK LABOR RATES TOTAL | \$ 4,586,491.13 |
| 2 | BID WORKBOOK MATERIALS RATES TOTAL | \$ 5,440,112.10 |
| 3 | BID WORKBOOK SOFTWARE SUPPORT TOTAL | \$ 739,872.00 |
| TOTAL BID PRICE (Sum of Lines 1 through 3 above) | | \$ 10,766,475.23 |

Contractor's Mark-Up - Mark-Up percentage will only be used for task orders issued by JPA/JTA, where the Davis Bacon Act applies, for federally funded projects. The mark-up percentages shall include all associated cost over and above local Davis Bacon prevailing wages and mandatory fringe benefits.

| Overhead and Profit | RATE |
|----------------------|---------|
| Contractor's Mark-Up | % 25.00 |

074-20 REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS
APPENDIX B BID FORM

Company: G4S Secure Integration LLC
Contact: Michael D. Rogers
Phone No.: 402-233-7602

1. Labor Rates – Labor used for the repair and installation of the access control system will be provided by the contractor. All services required (including attendance at meetings, back

| LABOR TYPE | LABOR FUNCTION | SERVICE | UNIT RATE | QTY | TOTAL |
|-------------------------------|--|---------|-----------|-------|-----------------|
| Project Management | Responsible for the account management, documentation, scheduling, programming, etc. | SR | \$ 105.00 | 3400 | \$ 357,002.86 |
| System Software Administrator | Responsible for software programming, updating, development, etc. | SR | \$ 91.00 | 8000 | \$ 727,980.53 |
| | | ER | \$ 107.00 | 3000 | \$ 321,009.50 |
| Technician Working Foreman | Responsible for the management of technicians, jobsite efforts, sign-offs, etc. | SR | \$ 82.00 | 16400 | \$ 1,344,730.46 |
| | | ER | \$ 97.00 | 3400 | \$ 329,811.79 |
| Technician | Responsible for system testing, repairs, evaluations, wiring, etc. | SR | \$ 74.00 | 16400 | \$ 1,213,556.18 |
| | | ER | \$ 86.00 | 3400 | \$ 292,399.81 |

TOTAL FOR LABOR (ENTER TOTAL ON THE BID FORM, LINE 1) \$ 4,586,491.13

000-20 REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS
APPENDIX B BID FORM

Company: G4S Secure Integration LLC
Contact: Michael D. Rogers
Phone No.: 402-233-7602

2. Materials – All materials used for the installation and repairs of the access control system will be provided by the contractor. The material pricing below should include all standard delivery shipping and handling charges. Quantities below are estimated for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.

| VENDOR | PART NO. | DESCRIPTION | UNIT | QTY | PRICE |
|-------------|-------------------------|---|-------------|-------|---------------|
| ALTRONIX | TROVE2AM2 | Trove Enclosure with AMAG Backplane | \$ 266.28 | 40 | \$ 10,651.20 |
| ALTRONIX | EFLOW104NB | 24VDC 10 amp Power Supply | \$ 198.42 | 40 | \$ 7,936.80 |
| ALTRONIX | EFLOW102NB | 12VDC 10 amp Power Supply | \$ 171.90 | 15 | \$ 2,578.50 |
| ALTRONIX | ACM8CB | Fuse protected output relay board | \$ 51.96 | 40 | \$ 2,078.40 |
| ALTRONIX | VR6 | Voltage Regulator for 5vdc or 12vdc | \$ 44.04 | 40 | \$ 1,761.60 |
| ALTRONIX | PDSS8 | Dual Input 8 Output Module | \$ - | 40 | \$ - |
| AMAG | M2150-8RDR-IPW-RACKPACK | Symmetry M2150 RackMount 8 Reader IP Pack | \$ 2,258.48 | 35 | \$ 79,046.80 |
| AMAG | G4T-M2150-040-HSE | Symmetry M2150 RackMount 8 Reader Kit - HSE | \$ 2,034.47 | 25 | \$ 50,861.75 |
| AMAG | M2150-2RDR-IPW-PACK | Symmetry M2150 2 Reader IP Pack | \$ 1,527.46 | 65 | \$ 99,284.90 |
| AMAG | M2150-4RDR-IPW-PACK | Symmetry M2150 4 Reader IP Pack | \$ 1,714.95 | 35 | \$ 60,023.25 |
| AMAG | G4T-M2150-041-HSE | Symmetry M2150 4 Reader Kit - HSE | \$ 1,517.93 | 25 | \$ 37,948.25 |
| AMAG | M2150-8RDR-IPW-PACK | Symmetry M2150 8 Reader IP Pack | \$ 2,494.47 | 65 | \$ 162,140.55 |
| AMAG | G4T-M2150-001-HSE | Symmetry M2150 8 Reader Kit - HSE | \$ 2,274.06 | 25 | \$ 56,851.50 |
| AMAG | EN-1DBC | Symmetry EdgeNetwork 1 Door PoE Controller | \$ - | 25 | \$ - |
| AMAG | EN-2DBC | Symmetry EdgeNetwork 2 Door PoE Controller | \$ 508.04 | 45 | \$ 22,861.80 |
| AMAG | INTRUSION-PNL-01-V7 | Symmetry Intrusion License - 1 Control Panel | \$ 896.33 | 65 | \$ 58,261.45 |
| AMAG | M2150-DBU | Symmetry M2150 20K DBU Board | \$ 532.90 | 35 | \$ 18,651.50 |
| AMAG | M2150-DBU-DL-HSE | Symmetry M2150 20K DBU Board - HSE | \$ 586.66 | 35 | \$ 20,533.10 |
| AMAG | M2150-2DBC | Symmetry M2150 2DBC 2 Reader Board | \$ 865.54 | 35 | \$ 30,293.90 |
| AMAG | M2150-2DBC-DL-HSE | Symmetry M2150 2DBC 2 Reader Board - HSE | \$ 952.90 | 25 | \$ 23,822.50 |
| AMAG | M2150-4DBC | Symmetry M2150 4DBC 4 Reader Board | \$ 987.84 | 35 | \$ 34,574.40 |
| AMAG | M2150-4DBC-DL-HSE | Symmetry M2150 4DBC 4 Reader Board - HSE | \$ 1,086.63 | 25 | \$ 27,165.75 |
| AMAG | M2150-8DBC | Symmetry M2150 8DBC 8 Reader Board | \$ 1,652.45 | 35 | \$ 57,835.75 |
| AMAG | M2150-8DBC-DL-HSE | Symmetry M2150 8DBC 8 Reader Board - HSE | \$ 1,817.76 | 25 | \$ 45,444.00 |
| AMAG | M2150-AC24/4 | Symmetry M2150 24 Input/4 Output Board | \$ 315.17 | 35 | \$ 11,030.95 |
| AMAG | M2150-OC4/24 | Symmetry M2150 4 Input/24 Output Board | \$ 350.98 | 35 | \$ 12,284.30 |
| AMAG | M2150-AC8/4 | Symmetry M2150 8 Input/4 Output Board | \$ 155.91 | 60 | \$ 9,354.60 |
| AMAG | M2150-OC4/8 | Symmetry M2150 4 Input/8 Output Board | \$ 137.34 | 35 | \$ 4,806.90 |
| AMAG | M2150-ELEV-HSE | Symmetry M2150 HSE Elevator Node | \$ 2,214.24 | 35 | \$ 77,498.40 |
| AMAG | WIM8 | Symmetry Wiegand Interface Module 8 | \$ 244.61 | 35 | \$ 8,561.35 |
| AMAG | WIM4 | Symmetry Wiegand Interface Module 4 | \$ 129.70 | 35 | \$ 4,539.50 |
| AMAG | WIM2 | Symmetry Wiegand Interface Module 2 | \$ 65.19 | 35 | \$ 2,281.65 |
| AMAG | MN-NIC-4 | Symmetry M2150 NIC Module | \$ 191.52 | 60 | \$ 11,491.20 |
| AMAG | MN-CAB-FIX | Symmetry M2150 Board Fixing Kit | \$ 32.26 | 150 | \$ 4,839.00 |
| AMAG | MN-TRANS-150-UL | Symmetry 150VA Transformer | \$ 137.76 | 100 | \$ 13,776.00 |
| AMAG | 840-KP-BK | Symmetry 840 Prox Keypad Reader | \$ 266.75 | 80 | \$ 21,340.00 |
| AMAG | 880-KP | Symmetry Javalin 880 Prox Keypad LCD Reader | \$ 378.34 | 550 | \$ 208,087.00 |
| AMAG | 870 | Symmetry Javalin 870 Prox Reader | \$ 138.44 | 165 | \$ 22,842.60 |
| AMAG | 870-EX-KP | Symmetry Javalin 870 Prox Keypad Extreme Reader | \$ 366.92 | 165 | \$ 60,541.80 |
| AMAG | 874 | Symmetry Javalin 874 Smartcard Wallswitch Reader | \$ 151.88 | 185 | \$ 28,097.80 |
| AMAG | 874-KP | Symmetry Javalin 874 Smartcard Keypad Wallswitch Reader | \$ 293.00 | 135 | \$ 39,555.00 |
| AMAG | 874-EX-KP | Symmetry Javalin 874 Smartcard Keypad Wallswitch Extreme Reader | \$ 333.99 | 135 | \$ 45,088.65 |
| AMAG | 5375AGN00-110315 | HID Long Range Reader | \$ 402.36 | 120 | \$ 48,283.20 |
| AMAG | 1386LGNN-37 | ISOPROX II Programmable PVC Card | \$ 4.07 | 17000 | \$ 69,190.00 |
| BRIDGEPOINT | 74-01-1001 | EntryPoint 1-Factor Reader | \$ 457.04 | 100 | \$ 45,704.00 |
| BRIDGEPOINT | 74-01-2002 | EntryPoint 2-Factor Reader | \$ 495.19 | 100 | \$ 49,519.00 |
| AXIS | A8105-E | Network vidoe Door station, intercom, camera | \$ 664.46 | 50 | \$ 33,223.00 |
| AXIS | A8004-VE | Network vidoe Door station, intercom, camera | \$ 1,038.68 | 50 | \$ 51,934.00 |
| AXIS | A8207-VE MkII | Network Video Door station , intercom, camera, reader | \$ 1,246.58 | 50 | \$ 62,329.00 |
| AXIS | A1001 | Network Door Controller | \$ 498.14 | 50 | \$ 24,907.00 |
| AXIS | A1601 | Network Door Controller | \$ 581.30 | 50 | \$ 29,065.00 |
| AXIS | 914431E | 2N SIP Microphone | \$ 913.94 | 50 | \$ 45,697.00 |

000-20 REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS
APPENDIX B BID FORM

| | | | | | |
|---------------|--------------------------|---|-------------|-----|---------------|
| AXIS | C1004-E | Network Cabinet Speaker | \$ 456.56 | 50 | \$ 22,828.00 |
| AXIS | C1310-E | Network Horn Speaker | \$ 414.98 | 50 | \$ 20,749.00 |
| AXIS | C1410 | Network Mini Speaker | \$ 248.66 | 50 | \$ 12,433.00 |
| AXIS | C2005 | Network Ceiling Speaker | \$ 331.82 | 50 | \$ 16,591.00 |
| AXIS | C8210 | Network Audio Amplifier | \$ 331.82 | 50 | \$ 16,591.00 |
| ASSA ABLOY | GL1-FS | Gate Access Control Lock | \$ 196.42 | 25 | \$ 4,910.50 |
| STENTOFON | 1604878 | IP Intercom Substation | \$ 313.32 | 150 | \$ 46,998.00 |
| STENTOFON | 1009601003 | Alphacom XE1 Intercom Master | \$ - | 25 | \$ - |
| STENTOFON | 1008111020 | Turbine TCIS-2 IP Intercom | \$ 797.16 | 150 | \$ 119,574.00 |
| STENTOFON | 8031 | IP Flush Mst-Dsp | \$ 877.80 | 25 | \$ 21,945.00 |
| STENTOFON | 80975 | Gooseneck Microphone | \$ 333.48 | 25 | \$ 8,337.00 |
| STENTOFON | 80987 | Flush Box | \$ 100.80 | 25 | \$ 2,520.00 |
| APC | SMT750RM2UNC | Rack Mount 750 Watt UPS - Nema 5-15 w/ NetworkManagement Card and | \$ 1,024.26 | 70 | \$ 71,698.20 |
| APC | SMT1500RM2UNC | Rack Mount 1500 Watt UPS - Nema 5-15 w/ NetworkManagement Card an | \$ 1,374.72 | 15 | \$ 20,620.80 |
| APC | SMT750 | UPS 750 Watt - Nema 5-15 w/ Network ManagementCard and Temp Probe | \$ 379.80 | 70 | \$ 26,586.00 |
| APC | SMT1500NC | UPS 1500 Watt - Nema 5-15 w/ Network Management Cardand Temp Prob | \$ 1,140.96 | 15 | \$ 17,114.40 |
| APC | AP9631 | Network Management Card 2 w/ Environmental Monitoring | \$ 538.08 | 70 | \$ 37,665.60 |
| APC | AP9641 | Network Management Card 3 w/ Environmental Monitoring | \$ 511.62 | 70 | \$ 35,813.40 |
| APC | APCRBC123 | Replacement Batteries for SMT750RM2UNC | \$ 511.64 | 100 | \$ 51,164.00 |
| APC | APCRBC133 | Replacement Batteries for SMT1500RM2UNC | \$ 267.66 | 25 | \$ 6,691.50 |
| APC | RBC48 | Replacement Batteries for SMT750 | \$ 120.36 | 100 | \$ 12,036.00 |
| APC | RBC7 | Replacement Batteries for SMT1500NC | \$ 200.46 | 25 | \$ 5,011.50 |
| BOSCH | DS160 | Request to Exit PIR Motion | \$ 66.15 | 350 | \$ 23,152.50 |
| BOSCH | DS150i | Request to Exit PIR Motion | \$ 62.07 | 350 | \$ 21,724.50 |
| DDB Unlimited | SOD-302420 | CCTV Enclosure | \$ 1,094.16 | 125 | \$ 136,770.00 |
| DDB Unlimited | F25-115T | 110 Volt Dual Fan Kit w/ Thermostat | \$ 152.52 | 125 | \$ 19,065.00 |
| DDB Unlimited | ZZ-4SQUARE-P | Populated 4 Square Outlet | \$ 49.44 | 125 | \$ 6,180.00 |
| DDB Unlimited | CF-4-PSOD | Wall / Pole Mounting Brackets | \$ 117.60 | 125 | \$ 14,700.00 |
| DDB Unlimited | DB-175LH | Combination Locks | \$ 33.90 | 125 | \$ 4,237.50 |
| DITEK | RM24NETS | 24 Port Rack Mount Surge Protection | \$ 748.68 | 125 | \$ 93,585.00 |
| DITEK | DTK-MRJPOE | 1 Device Network Device Surge Protection for High PoEDevices | \$ 413.22 | 150 | \$ 61,983.00 |
| MEAN WELL | SDR-480-48 | 48 Volt Industrial Power Supply | \$ 175.80 | 75 | \$ 13,185.00 |
| MEAN WELL | SDR-240-48 | 48 Volt Industrial Power Supply | \$ 129.41 | 150 | \$ 19,411.50 |
| GRI | 4402AB | Door Contact | \$ 39.06 | 375 | \$ 14,647.50 |
| HID | 5375AGN00-110315 | MAXIPROX Weigand Gray, Terminal, Lead Free Long Range Reader | \$ 423.30 | 100 | \$ 42,330.00 |
| HONEYWELL | 958-2 | Overhead Door Contact | \$ 29.99 | 375 | \$ 11,246.25 |
| HONEYWELL | 269R | Ademco Push Button | \$ 198.60 | 75 | \$ 14,895.00 |
| FLAIR | MSS200-7 | Recessed Balanced Magnetic Contact | \$ 38.40 | 25 | \$ 960.00 |
| BOSCH | BDL2-W12G | TriTech PIR Intrusion Detector | \$ 37.42 | 165 | \$ 6,174.30 |
| HES | 1006CLB | Electric Strike | \$ 331.92 | 100 | \$ 33,192.00 |
| HES | 9600 | Surface Mount Electric Strike | \$ 290.04 | 125 | \$ 36,255.00 |
| HES | 500C-12/24 D-630 | Electronic Door Strike | \$ - | 25 | \$ - |
| INOVONICS | EN4232MR | 32 Channel Receiver | \$ 320.04 | 50 | \$ 16,002.00 |
| INOVONICS | EN4216MR | 16 Channel Receiver | \$ 244.14 | 50 | \$ 12,207.00 |
| INOVONICS | EN5040-T | High Power Repeater with Transformer | \$ 368.28 | 50 | \$ 18,414.00 |
| INOVONICS | EN1210 | Single Transmitter | \$ 48.30 | 85 | \$ 4,105.50 |
| INOVONICS | EN1210W | Single Transmitter with Contact | \$ 56.58 | 85 | \$ 4,809.30 |
| INOVONICS | EN1235SF | Single Button Duress Button | \$ 71.76 | 85 | \$ 6,099.60 |
| INOVONICS | EN1262 | Wireless Motion Detector | \$ 132.42 | 85 | \$ 11,255.70 |
| INOVONICS | FA401 | Push Button | \$ - | 85 | \$ - |
| OPTEX | AX100TFR1 | Photobeam 100/200 with internal wireless transmitter | \$ 598.06 | 100 | \$ 59,806.00 |
| OPTEX | SL350QFRI | Photobeam 350/700 with internal wireless transmitter | \$ 1,004.82 | 100 | \$ 100,482.00 |
| OPTEX | AX200TFR1 | Photobeam 200/300 with internal wireless transmitter | \$ 632.88 | 100 | \$ 63,288.00 |
| OPTEX | AX-TW100 | Photobeam Tower | \$ 267.60 | 100 | \$ 26,760.00 |
| OPTEX | AX-TWEB | Photobeam Mounting Bracket | \$ 74.94 | 100 | \$ 7,494.00 |
| OPTEX | ACC650 | Outdoor Enclosure | \$ 48.18 | 100 | \$ 4,818.00 |
| DYNALOCK | 3006-DSM-ATS-LP-OFA-US28 | 3006 Series Free-Egress Electromagnetic Lock | \$ - | 20 | \$ - |
| CORBIN | ED5200S | Rim SecureBolt Device with M92 and PR9905 Trim | \$ 920.04 | 35 | \$ 32,201.40 |
| CORBIN | CL33905 | Electrified Lockset with M92 | \$ 564.58 | 35 | \$ 19,760.30 |
| CORBIN | ED5470 | Surface Vertical Rod Device with M92 and PR9905 Trim | \$ 1,264.30 | 35 | \$ 44,250.50 |
| CORBIN | ED4200S | Narrow SecureBolt Device w/M92, M94, and P1057 | \$ 2,004.82 | 35 | \$ 70,168.70 |
| CORBIN | BPS-24-2 | Power Supply 2 AMP @ 24VDC | \$ 294.00 | 35 | \$ 10,290.00 |

000-20 REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS
APPENDIX B BID FORM

| | | | | | |
|------------|----------------------------|---|-------------|-----|---------------|
| CORBIN | DC8210 A3 M54 689 | Door Closer | \$ 299.26 | 35 | \$ 10,474.10 |
| CORBIN | ML20606 PSM NAC SEC 626 LC | Electronic Mortise Lock W/ Rex and Status | \$ 684.94 | 120 | \$ 82,192.80 |
| ALTRONIX | MAXIMAL1RHD | 8 Output 4 AMP Power Supply | \$ 288.53 | 60 | \$ 17,311.80 |
| CISCO | IE-2000-16TC-G-E | Industrial Ethernet Switch | \$ 2,232.27 | 25 | \$ 55,806.75 |
| GARRETTCOM | CS14-ST-d | Converter Switch - (1) 100Mb Fiber, (2) 10/100 RJ45 | \$ 211.20 | 130 | \$ 27,456.00 |
| GARRETTCOM | MC14-TR-PS9 | Media Converter Rack Mount Tray with Power Supply | \$ 241.80 | 85 | \$ 20,553.00 |
| HOFFMAN | ASE6X6X4 | Hoffman Enclosure 6 x 6 x 4 | \$ 11.40 | 165 | \$ 1,881.00 |
| S&S Metals | 11717 | Card Reader Shroud W/ Nipple | \$ 188.40 | 75 | \$ 14,130.00 |
| S&S Metals | 11717-1 | Card Reader Shroud Wall Mount | \$ 142.80 | 50 | \$ 7,140.00 |
| BELDEN | 9504 | 24AWG 4 Pair Shielded PVC Jacket (1000' FT) | \$ 768.45 | 370 | \$ 284,326.50 |
| BELDEN | 9418 | 18AWG 4 Conductors PVC Jacket (1000' FT) | \$ 803.22 | 370 | \$ 297,191.40 |
| COMSCOPE | C95726 | 18AWG 8 Conductor PVC (1000') | \$ 369.51 | 50 | \$ 18,475.50 |
| COMSCOPE | C100502 | 18AWG 8 Conductor Wet Location (1000') | \$ 369.51 | 50 | \$ 18,475.50 |
| COMSCOPE | 5302UE | 18AWG 4 Conductor Wet Location (1000') | \$ 170.04 | 50 | \$ 8,502.00 |
| Panduit | DP24688TGY | 24 Port Punchdown Patch Panel | \$ 267.54 | 150 | \$ 40,131.00 |
| UBIQUITI | NBE-5AC-Gen2 | NanoBeam 5Gz Wireless Bridge | \$ 115.19 | 30 | \$ 3,455.70 |
| Cisco | ie-2000u-16tc-gp | 16 port industrial PoE network switch | \$ 3,029.26 | 75 | \$ 227,194.50 |
| CORNING | SPH-01P | Fiber Optic LIU - Wall Mount | \$ 62.10 | 185 | \$ 11,488.50 |
| CORNING | CCH-CP06-15T | Fiber Optic Terminal Inserts | \$ 38.82 | 185 | \$ 7,181.70 |
| CORNING | 95-000-50 | Fiber Optic ST Unicam 62.5 µm Multimode Connectors | \$ 10.58 | 300 | \$ 3,174.00 |
| CORNING | CCH-03U | Rack Mounted Fiber Optic LIU | \$ 301.98 | 85 | \$ 25,668.30 |
| CABLE | Cable | 6-CT MM Fiber Optic Cable – Riser (1000' FT) | \$ 946.12 | 90 | \$ 85,150.80 |
| CABLE | Cable | 6-CT MM Fiber Optic Cable – Wet Location (1000' FT) | \$ 1,400.65 | 95 | \$ 133,061.75 |
| CABLE | CAT6a | 23AWG 4 Pair UTP PVC Jacket (1000' FT) | \$ 288.00 | 150 | \$ 43,200.00 |
| CABLE | FIBER PATCH | ST/ST MM 3 Meter | \$ 12.30 | 100 | \$ 1,230.00 |

MATERIAL SUBTOTAL: \$ 5,065,112.10

| | | | |
|---|---------------|-----|---------------|
| OTHER MATERIAL MARKUP PERCENTAGE (NOT TO EXCEED 25%): | \$ 300,000.00 | 25% | \$ 375,000.00 |
|---|---------------|-----|---------------|

GRAND TOTAL -TRANSFER TO BID FORM PAGE 1 OF 6 (SECTION #2): \$ 5,440,112.10

074-20 REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS
APPENDIX B BID FORM

Company: G4S Secure Integration LLC
Contact: Michael D. Rogers
Phone No.: 402-233-7602

3. Software Agreements – The contractor will be responsible for procuring a Software Support Agreement (SSA), with AMAG, on behalf of the systems on an annual basis. This SSA will cover all procured software licenses, updates, patches, and upgrades on the quality assurance and production environments. Pricing shall be based on the current configuration described in Appendix A (Technical Specifications). In addition, the governing agency may procure additional AMAG support services to ensure the integrity and functionality of the system. Quantities below are estimates for evaluation purposes and are not a guarantee for future business.

| VENDOR | PART NO. | DESCRIPTION | UNIT | QTY | PRICE |
|--------|-------------------------|---|--------------|-----|---------------|
| AMAG | JEA-SSA-QA | Annual Software Support Agreement - JEA QA Environment | \$ 35,964.00 | 5 | \$ 179,820.00 |
| AMAG | JEA- SSA-PRODUCTION | Annual Software Support Agreement - JEA Production Environment | \$ 99,334.80 | 5 | \$ 496,674.00 |
| AMAG | JAXPORT- SSA-TESTING | Annual Software Support Agreement - JAXPORT (JPA) Production Environment | \$ - | 5 | \$ - |
| AMAG | JAXPORT- SSA-PRODUCTION | Annual Software Support Agreement - JAXPORT (JPA) Production Environment | \$ 12,675.60 | 5 | \$ 63,378.00 |

TOTAL FOR SOFTWARE (ENTER TOTAL ON THE BID FORM PAGE 1, LINE 3)

\$ 739,872.00

Award #6 Supporting Documents 02/13/25

Repair and installation of Access Control Systems - Contract Budget Plan

| Project Number | Description |
|----------------|--------------------------------|
| | JAXPORT |
| | JTA |
| | JSO/COJ |
| 8006696 | Facilities Security - Electric |
| 8006563 | Facilities Security - Water |
| 8006472 | Facilities Security - DES |
| 8006809 | SOCC Security Hardening |
| 8006810 | Buckman Security Hardening |
| | HQ1 |
| | HQ2 |
| | Southside Service Center |
| | Commonwealth Service Center |
| | Southwest WRF |
| | Greenland WRF |
| | JUTC |
| | Other Water Projects |
| | Other Electric Projects |
| Unknown | Security Stand Alone Projects |
| HE31000 | Annual Maintenance |
| HE31000 | Annual Access Control SLA |

Combined Est. Totals:

JEA Est. Totals:

Estimated Combined Budget:

Estimated JEA Portion:

Estimated Other Agencies:

Award #6 Supporting Documents 02/13/25

| FY21 | FY22 | FY23 | FY24 | FY25 | |
|----------------|----------------|----------------|----------------|----------------|----------------|
| \$110,000.00 | \$110,000.00 | \$110,000.00 | \$110,000.00 | \$110,000.00 | |
| \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | |
| \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | |
| \$227,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$1,027,000.00 |
| \$150,000.00 | \$215,000.00 | \$225,000.00 | \$230,000.00 | \$225,000.00 | \$1,045,000.00 |
| \$50,000.00 | \$50,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$160,000.00 |
| \$50,000.00 | | | | | |
| \$25,000.00 | | | | | |
| \$200,000.00 | \$250,000.00 | | | | |
| | \$200,000.00 | \$150,000.00 | | | |
| \$60,000.00 | | | | | |
| | \$100,000.00 | | | | |
| | \$30,000.00 | \$40,000.00 | | | |
| | \$30,000.00 | \$40,000.00 | | | |
| | \$75,000.00 | | | | |
| | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | |
| \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | |
| | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | |
| \$121,000.00 | \$121,000.00 | \$121,000.00 | \$121,000.00 | \$121,000.00 | |
| \$81,000.00 | \$81,000.00 | \$81,000.00 | \$81,000.00 | \$81,000.00 | |
| \$1,299,000.00 | \$1,837,000.00 | \$1,362,000.00 | \$1,137,000.00 | \$1,132,000.00 | |
| \$1,039,000.00 | \$1,577,000.00 | \$1,102,000.00 | \$877,000.00 | \$872,000.00 | |

\$6,767,000.00

\$5,467,000.00

\$1,300,000.00

RA Award #1 Supporting
Documents 02/13/25
#1411905846 RA - MICROSOFT LICENSING

SHI INTERNATIONAL CORP

| Supplier | | Supplier Contact | Date | Time of Bid | Item Information | | | | | | Pricing Information | | Total Cost |
|------------------------|---------------|------------------|----------|-------------|------------------|---------------------------------------|--|-----------------------------------|-------|-------------|-----------------------|-----------------|------------|
| | | | | | Item No. | Item Name | Item Description | Item Description 2 | Qty | UOM | Unit Cost Description | Total Cost | |
| | | | | | | | | | | | Value | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 1 | 125-00124 | AzureDevOpsServer ALNG SA MVL | SA Only - per license per year | 1 | UOM | \$ 63.36 | \$ 190.08 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 2 | 126-00183 | ParAzureDevOpsServerCAL ALNG SA MVL DvcCAL | SA Only - per license per year | 100 | UOM | \$ 63.36 | \$ 19,008.00 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 3 | 395-02504 | ExchgSvrEnt ALNG SA MVL | SA Only - per license per year | 5 | UOM | \$ 729.36 | \$ 10,940.40 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 4 | EP2-01805 | Intune P2 for Gov Sub Per User | -- - per license per year | 600 | UOM | \$ 48.65 | \$ 87,570.00 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 5 | AAD-34704 | M365 G3 Unified FUSL GCC Sub Per User | SA Only - per license per year | 2,100 | UOM | \$ 385.29 | \$ 2,427,327.00 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 6 | AAL-45735 | M365 G5 GCC Sub Per User | SA Only - per license per year | 850 | UOM | \$ 610.05 | \$ 1,555,627.50 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 7 | SFR-00001 | Power Automate GCC Sub Per User | SA Only - per license per year | 20 | UOM | \$ 160.54 | \$ 9,632.40 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 8 | HKL-00002 | Power BI Premium P1 GCC Sub Project Online Essentials GCC Sub Per User | SA Only - per license per year | 1 | UOM | \$ 45,440.39 | \$ 136,321.17 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 9 | 3PN-00001 | Planner & Project P3 GCC Sub Per User | SA Only - per license per year | 185 | UOM | \$ 63.73 | \$ 35,370.15 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 10A | 7MS-00001 | Planner & Project P3 GCC Sub Per User | SA only - per license per year | 150 | UOM | \$ 272.92 | \$ 122,814.00 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 10B | 7MS-00001 | Planner & Project P3 GCC Sub Per User | Lic and SA - per license per year | 50 | UOM | \$ 272.92 | \$ 40,938.00 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 11A | 7VX-00001 | Planner & Project P5 GCC Sub Per User | SA only - per license per year | 15 | UOM | \$ 500.34 | \$ 22,515.30 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 11B | 7VX-00001 | Planner & Project P5 GCC Sub Per User | Lic and SA - per license per year | 5 | UOM | \$ 500.34 | \$ 7,505.10 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 12 | 5HU-00216 | SfB Server ALng SA | SA Only - per license per year | 6 | UOM | \$ 656.50 | \$ 11,817.00 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 13 | H04-00232 | SharePoint Server ALng LSA | Lic and SA - per license per year | 8 | UOM | \$ 2,855.92 | \$ 68,542.08 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 14 | H04-00268 | SharePoint Server ALng SA | SA Only - per license per year | 2 | UOM | \$ 1,223.98 | \$ 7,343.88 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 15 | 7JQ-00343 | SQL Server Enterprise Core ALng SA 2L | SA Only - per license per year | 85 | UOM | \$ 2,475.21 | \$ 631,178.55 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 16A | 7NQ-00292 | SQL Server Standard Core ALng SA 2L | SA Only - per license per year | 53 | UOM | \$ 645.56 | \$ 102,644.04 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 16B | 7NQ-00302 | SQL Server Standard Core ALng SA 2L | Lic and SA - per license per year | 2 | UOM | \$ 1,506.22 | \$ 9,037.32 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 17A | P3U-00001 | Visio P2 GCC Sub Per User | SA Only - per license per year | 500 | UOM | \$ 136.46 | \$ 204,690.00 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 17B | P3U-00001 | Visio P2 GCC Sub Per User | Lic and SA - per license per year | 100 | UOM | \$ 136.46 | \$ 40,938.00 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 18A | QEJ-00003 | Visual Studio Ent with GitHub ALng SA | SA Only - per license per year | 15 | UOM | \$ 1,073.30 | \$ 48,298.50 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | 18B | QEJ-00001 | Visual Studio Ent with GitHub ALng SA | Lic and SA - per license per year | 15 | UOM | \$ 2,306.77 | \$ 103,804.65 | | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 19 | 6VC-01251 | Win Remote Desktop Services CAL ALng LSA DCAL | SA Only - per license per year | 15 | UOM | \$ 59.15 | \$ 2,661.75 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 20 | 6VC-01253 | Win Remote Desktop Services CAL ALng SA DCAL | SA Only - per license per year | 35 | UOM | \$ 21.53 | \$ 2,260.65 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 21 | 9EA-00278 | Win Server DC Core ALng SA 2L | SA Only - per license per year | 320 | UOM | \$ 138.65 | \$ 133,104.00 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 22 | 9EM-00270 | Win Server Standard Core ALng SA 2L | SA Only - per license per year | 64 | UOM | \$ 21.28 | \$ 4,085.76 | |
| SHI INTERNATIONAL CORP | Larry Mueller | 01/17/2025 | 10:10:28 | | 23 | 4ZF-00019 | Win VDA Device ALng Sub Per Device | SA Only - per license per year | 250 | UOM | \$ 107.03 | \$ 80,272.50 | |
| | | | | | | | | | | | | \$ 5,926,437.78 | |

RA Award #1 Supporting Documents 02/13/25

| Privititi License Rationalization Savings | | | | | | | | | | | | | | | Auction Savings | | | | |
|---|-----------|--|-----------------------------------|---------------------------|---------------|----------------|---------------------------------|--|---|---|--|-----------------------------|--|----------------------------------|-----------------|--|--|--|--|
| Item | SKU | Description 1 | Description 2 | Comment | Qty (Current) | Qty (Proposed) | Current Cost (SHH - Sourcewell) | SHH - Sourcewell Est Price (Current Qty) | SHH - Sourcewell Est Price (Proposed Qty) | SHH - Sourcewell Est Price (Proposed Qty) | CDW Original Lead Bid (no public contract) | Proposed Cost (SHH - NASPO) | CDW - Original Lead Bid (no public contract) | SHH - NASPO Est Price (Proposed) | | | | | |
| 1 | 125-00124 | AmazonDevOpsServer-AL-NG-SA-MV1 | SA Only - per license per year | | 1 | 1 | \$ 64.71 | \$ 194.13 | \$ 194.13 | \$ 194.13 | \$ 64.40 | \$ 63.36 | \$ 193.20 | \$ 190.08 | | | | | |
| 2 | 125-00183 | AmazonDevOpsServer-AL-NG-SA-MV1-Dr | SA Only - per license per year | | 100 | 100 | \$ 19,412.00 | \$ 19,412.00 | \$ 19,412.00 | \$ 19,412.00 | \$ 64.40 | \$ 63.36 | \$ 19,220.00 | \$ 19,008.00 | | | | | |
| 3 | 395-02504 | AcademyTrain AI-NG-SA-MV1 | SA Only - per license per year | | 5 | 5 | \$ 743.83 | \$ 11,127.45 | \$ 11,127.45 | \$ 11,127.45 | \$ 741.74 | \$ 729.36 | \$ 11,118.45 | \$ 10,948.00 | | | | | |
| 4 | FP2-01805 | Juniper PT for Gov Sub Per User | - per license per year | (+) 600 Replaced Item 24 | 0 | 600 | \$ 47.65 | \$ - | \$ 85,770.00 | \$ 600 | \$ 43.51 | \$ 48.65 | \$ 78,318.00 | \$ 87,570.00 | | | | | |
| 5 | AAD-47701 | M365 G3 Unified PSL-16-C-Sub Per User | SA Only - per license per year | (+) 3500 Replaced Item 24 | 0 | 3500 | \$ 285.29 | \$ - | \$ 982,480.50 | \$ 2100 | \$ 301.56 | \$ 385.29 | \$ 7,466,628.00 | \$ 7,437,327.00 | | | | | |
| 5b | AAD-47700 | M365 G3 from SA | SA Only - per license per year | (+) 1250 Replaced Item 24 | 0 | 1250 | \$ 327.52 | \$ - | \$ 1,228,200.00 | \$ 0 | \$ - | \$ - | \$ - | \$ - | | | | | |
| 6 | AAL-48033 | M365 G3 from SA GCC Sub Per User | SA Only - per license per year | per usage statistics | 2150 | 900 | \$ 673.75 | \$ 4,073,187.50 | \$ 1,684,175.00 | \$ 850 | \$ 619.98 | \$ 610.05 | \$ 1,580,949.00 | \$ 1,555,677.50 | | | | | |
| 7 | SHR-00001 | Juniper Automate GCC Sub Per User | SA Only - per license per year | | 20 | 20 | \$ 164.15 | \$ 9,849.00 | \$ 9,849.00 | \$ 20 | \$ 163.15 | \$ 9,789.00 | \$ 9,627.00 | \$ 9,627.00 | | | | | |
| 8 | HBL-00001 | Juniper BI Operations P1 GCC Sub | SA Only - per license per year | | 1 | 1 | \$ 46,461.26 | \$ 139,383.78 | \$ 139,383.78 | \$ 1 | \$ 46,180.17 | \$ 138,540.31 | \$ 136,521.12 | \$ 136,521.12 | | | | | |
| 9 | SPN-00001 | Juniper Outline Essentials GCC Sub Per User | SA Only - per license per year | | 185 | 185 | \$ 66.16 | \$ 36,163.80 | \$ 36,163.80 | \$ 185 | \$ 64.77 | \$ 35,947.35 | \$ 35,947.35 | \$ 35,730.14 | | | | | |
| 10a | 7MS-00001 | Juniper & Protect P3 GCC Sub Per User | SA Only - per license per year | | 1300 | 1300 | \$ 272.05 | \$ 125,572.50 | \$ 125,572.50 | \$ 1300 | \$ 272.56 | \$ 272.92 | \$ 124,817.00 | \$ 122,814.00 | | | | | |
| 10b | 7MS-00001 | Juniper & Protect P3 GCC Sub Per User | Lic and SA - per license per year | | 0 | 0 | \$ 272.05 | \$ - | \$ - | \$ 0 | \$ 272.56 | \$ 272.92 | \$ 124,817.00 | \$ 122,814.00 | | | | | |
| 11a | 7VX-00001 | Juniper & Protect P5 GCC Sub Per User | SA Only - per license per year | | 115 | 115 | \$ 511.49 | \$ 23,071.45 | \$ 23,071.45 | \$ 115 | \$ 500.34 | \$ 500.34 | \$ 22,874.08 | \$ 22,874.08 | | | | | |
| 11b | 7VX-00001 | Juniper & Protect P5 GCC Sub Per User | Lic and SA - per license per year | | 0 | 0 | \$ 511.49 | \$ - | \$ - | \$ 0 | \$ 500.34 | \$ 500.34 | \$ 22,874.08 | \$ 22,874.08 | | | | | |
| 12 | SHU-00016 | Sub Server AL-NG-SA | SA Only - per license per year | | 6 | 6 | \$ 61.25 | \$ 12,082.50 | \$ 12,082.50 | \$ 6 | \$ 60.19 | \$ 60.19 | \$ 11,812.00 | \$ 11,812.00 | | | | | |
| 13 | HBI-00132 | SharePoint Server AL-NG-LSA | Lic and SA - per license per year | | 0 | 0 | \$ 2,916.51 | \$ - | \$ - | \$ 0 | \$ 2,855.92 | \$ 2,855.92 | \$ 68,542.08 | \$ 68,542.08 | | | | | |
| 14 | HBI-00268 | SharePoint Server AL-NG-SA | SA Only - per license per year | | 2 | 0 | \$ 1,251.48 | \$ 7,508.88 | \$ 7,508.88 | \$ 2 | \$ 1,243.91 | \$ 1,243.91 | \$ 7,463.46 | \$ 7,463.46 | | | | | |
| 15 | JDO-00343 | SQL Server Enterprise Core AL-NG-SA-2L | SA Only - per license per year | | 85 | 80 | \$ 2,900.77 | \$ 586,696.35 | \$ 614,336.49 | \$ 35 | \$ 2,515.51 | \$ 2,475.41 | \$ 621,455.05 | \$ 621,455.05 | | | | | |
| 16a | 7N0-00029 | SQL Server Standard Core AL-NG-SA-2L | SA Only - per license per year | | 55 | 57 | \$ 690.00 | \$ 95,400.00 | \$ 102,690.00 | \$ 53 | \$ 656.07 | \$ 645.56 | \$ 104,315.13 | \$ 102,644.04 | | | | | |
| 16b | 7N0-00030 | SQL Server Standard Core AL-NG-SA-2L | Lic and SA - per license per year | | 0 | 0 | \$ 1,506.21 | \$ - | \$ - | \$ 0 | \$ 1,506.21 | \$ 1,506.21 | \$ 9,184.34 | \$ 9,037.32 | | | | | |
| 17a | P3U-00001 | Visio P3 GCC Sub Per User | SA Only - per license per year | | 500 | 500 | \$ 139.52 | \$ 209,280.00 | \$ 209,280.00 | \$ 500 | \$ 138.68 | \$ 136.46 | \$ 206,690.00 | \$ 204,690.00 | | | | | |
| 17b | P3U-00001 | Visio P3 GCC Sub Per User | Lic and SA - per license per year | | 0 | 0 | \$ 139.52 | \$ - | \$ - | \$ 0 | \$ 138.68 | \$ 136.46 | \$ 206,690.00 | \$ 204,690.00 | | | | | |
| 18a | OEJ-00003 | Visual Studio Ent with GitHub AL-NG-SA | SA Only - per license per year | | 15 | 14 | \$ 129.44 | \$ 1,097.41 | \$ 1,097.41 | \$ 15 | \$ 138.66 | \$ 136.46 | \$ 1,075.30 | \$ 1,075.30 | | | | | |
| 18b | OEJ-00001 | Visual Studio Ent with GitHub AL-NG-SA | Lic and SA - per license per year | (+) 15 | 0 | 15 | \$ 2,306.77 | \$ 103,804.65 | \$ 103,804.65 | \$ 15 | \$ 2,344.53 | \$ 2,306.77 | \$ 105,494.03 | \$ 103,904.65 | | | | | |
| 19 | 6VC-01251 | Win Remote Desktop Services CAL AL-NG-SA | SA Only - per license per year | | 13 | 0 | \$ 3,363.40 | \$ 5,522.5 | \$ 5,522.5 | \$ 13 | \$ 3,363.40 | \$ 3,363.40 | \$ 2,961.36 | \$ 2,961.36 | | | | | |
| 20 | 6VC-01253 | Win Remote Desktop Services CAL AL-NG-SA-1 | SA Only - per license per year | | 35 | 30 | \$ 20.15 | \$ 2,115.75 | \$ 2,115.75 | \$ 35 | \$ 21.85 | \$ 21.53 | \$ 2,297.40 | \$ 2,297.40 | | | | | |
| 21 | 9EA-00279 | Win Server DC Core AL-NG-SA-2L | SA Only - per license per year | | 320 | 300 | \$ 128.83 | \$ 123,676.80 | \$ 154,496.00 | \$ 320 | \$ 140.90 | \$ 138.65 | \$ 135,264.00 | \$ 133,034.00 | | | | | |
| 22 | 9EM-00070 | Win Server Standard Core AL-NG-SA-2L | SA Only - per license per year | | 64 | 64 | \$ 19.77 | \$ 1,795.64 | \$ 1,795.64 | \$ 64 | \$ 21.61 | \$ 21.28 | \$ 1,154.56 | \$ 1,154.56 | | | | | |
| 23 | 42P-00019 | Win VDA Desktop AL-NG-Sub Per User | SA Only - per license per year | | 250 | 250 | \$ 109.43 | \$ 82,072.50 | \$ 82,072.50 | \$ 250 | \$ 108.77 | \$ 107.03 | \$ 81,577.50 | \$ 80,272.50 | | | | | |
| 24 | AAL-48715 | M365 G3 from SA GCC AL-NG-Sub-V1-MV1 | SA Only - per license per year | (+) 50 Replaced by Item 4 | 650 | 0 | \$ 557.75 | \$ 1,422,262.50 | \$ - | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| 25 | PZ1-00001 | M365 G3 Compliance GCC Sub Per User | necessary for license showing | | 2100 | 0 | \$ 99.97 | \$ - | \$ 629,811.00 | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| 26 | MGN-00001 | Juniper ID P3 Core SU from ID P1 Per User | necessary for license | | 0 | 2100 | \$ 72.24 | \$ - | \$ 171,612.00 | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| 27 | 1M9-00001 | Juniper Dynamic Outlines Plan GCC Sub 120 Min Per User | | | 100 | 0 | \$ 61.27 | \$ 19,766.00 | \$ - | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| 28 | 1M9-00001 | Juniper Dynamic Outlines Plan GCC Sub Per User | | | 100 | 0 | \$ 128.43 | \$ 38,529.00 | \$ - | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| 29 | GLN-00001 | Infiniti O365 P3 GCC Sub Per User | | | 2150 | 0 | \$ 45.49 | \$ 293,410.50 | \$ - | \$ 0 | N/A | N/A | N/A | N/A | | | | | |
| | | | | | | | \$ 7,335,801.18 | \$ 6,458,465.79 | | | \$ 6,012,214.35 | \$ 5,926,437.78 | | | | | | | |
| | | | | | | | Rationalized SKU Cost Savings | \$ 877,335.39 | | | Auction Savings | \$ 85,776.67 | | | | | | | |

| | | | | | | | |
|--------------------------------|--------------|----|--------------|----|--------------|-----------------|--------------|
| \$ | 7,335,801.18 | \$ | 6,458,465.79 | \$ | 6,012,214.35 | \$ | 5,926,437.78 |
| Rationalized SKU Count Savings | | | 877,335.39 | | | Auction Savings | 85,776.57 |

Total Estimated Savings \$ 963,111.96



Pricing Proposal
Quotation #: 25827664
Reference #: EA# 70497711
Created On: 2/11/2025
Valid Until: 2/28/2025

FL - City of Jacksonville Electric Authority

Jason Peacock

P.O. BOX 4910 ATTN: A/P
JACKSONVILLE, FL 32201
United States
Phone: 904-665-8804
Fax:
Email: peacjj@jea.com

Inside Account Manager- Public Sector

Gianna Colgero

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4773
Fax:
Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|------------|--------------|
| 1 Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 30 | \$1,073.30 | \$32,199.00 |
| 2 Azure DevOps Server ALng SA Microsoft - Part#: 125-00124 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 1 | \$63.36 | \$63.36 |
| 3 Azure DevOps Server CAL ALng SA Device CAL Microsoft - Part#: 126-00183 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 100 | \$63.36 | \$6,336.00 |
| 4 SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 89 | \$2,475.21 | \$220,293.69 |
| 5 SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS | 57 | \$645.56 | \$36,796.92 |

| | | | | |
|----|--|------|----------|--------------|
| 6 | Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 50 | \$21.53 | \$1,076.50 |
| 7 | Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 400 | \$138.65 | \$55,460.00 |
| 8 | Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 64 | \$21.28 | \$1,361.92 |
| 9 | M365 G3 Unified FSA Renewal GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 1250 | \$327.52 | \$409,400.00 |
| 10 | M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 850 | \$385.29 | \$327,496.50 |
| 11 | M365 G5 FSA Renewal GCC Sub Per User Microsoft - Part#: AAL-48033 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 900 | \$557.75 | \$501,975.00 |
| 12 | Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 500 | \$136.46 | \$68,230.00 |
| 13 | Win VDA Device ALng Sub Per Device Microsoft - Part#: 4ZF-00019 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) | 250 | \$107.03 | \$26,757.50 |

Contract #: CTR060028
Subcontract #: 43230000-23-NASPO-ACS
Coverage Term: 3/1/2025 – 2/28/2026
Note: EA# 70497711 - Renewal - Year 1 of 3

| | | | | |
|----|---|------|-------------|--------------|
| 14 | AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 1 | \$0.00 | \$0.00 |
| 15 | Entra ID P2 Gov SU Entra ID P1 Per User Microsoft - Part#: MQN-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 2100 | \$27.24 | \$57,204.00 |
| 16 | Intune P2 for Gov Sub Per User Microsoft - Part#: EP2-01805 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 600 | \$42.81 | \$25,686.00 |
| 17 | M365 G5 Compliance GCC Sub Per User Microsoft - Part#: PZT-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 2100 | \$99.97 | \$209,937.00 |
| 18 | Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 150 | \$272.92 | \$40,938.00 |
| 19 | Planner & Project P5 GCC Sub Per User Microsoft - Part#: 7VX-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 15 | \$500.34 | \$7,505.10 |
| 20 | Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 3/1/2025 – 2/28/2026 Note: EA# 70497711 - Renewal - Year 1 of 3 | 20 | \$160.54 | \$3,210.80 |
| 21 | Power BI Premium P1 GCC Sub | 1 | \$45,440.39 | \$45,440.39 |

Microsoft - Part#: HKL-00002
Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)
Contract #: CTR060028
Subcontract #: 43230000-23-NASPO-ACS
Coverage Term: 3/1/2025 – 2/28/2026
Note: EA# 70497711 - Renewal - Year 1 of 3

| | | | | |
|----|---|-----|---------|-------------|
| 22 | Project Online Essentials GCC Sub Per User | 185 | \$63.73 | \$11,790.05 |
| | Microsoft - Part#: 3PN-00001 | | | |
| | Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) | | | |
| | Contract #: CTR060028 | | | |
| | Subcontract #: 43230000-23-NASPO-ACS | | | |
| | Coverage Term: 3/1/2025 – 2/28/2026 | | | |
| | Note: EA# 70497711 - Renewal - Year 1 of 3 | | | |

| | |
|----------|----------------|
| Subtotal | \$2,089,157.73 |
| *Tax | \$0.00 |
| Total | \$2,089,157.73 |

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Payment Schedule:

3/1/2025-2/28/2026 Year 1: \$2,089,157.73

3/1/2026-2/28/2027 Year 2: \$2,089,157.73

3/1/2027-2/29/2028 Year 3: \$2,089,157.73

Total: \$6,267,473.19

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.