

**AGREEMENT FOR A
MANAGED PRINT SERVICES PROGRAM**

THIS AGREEMENT is made as of the 28th day of October in the year 2019 (“Effective Date”), between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **SISSINE’S BUSINESS SOLUTIONS OF ORLANDO, LLC** whose address is 6123 Phillips Highway, Jacksonville, FL 32216 (FEIN No. 46-3694974) (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

- 1. Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. Request for Proposal (RFP) 190482 – Managed Print Services Program – Annual Requirements Solicitation Package in its entirety; and
 - c. The CONTRACTOR’S response to RFP 190482 made electronically September 10, 2019; and
 - d. Attachment ‘A’ – Total Services & Supplies (TSS) Terms
 - e. Attachment ‘B’ – Insurance Requirements.

- 2. Services and Commodities.** The CONTRACTOR will provide supplies, services and software to provide the CITY with a Managed Print Services (MPS) Program, also known as a Total Services & Supplies (TSS) Program, (“Program”) in support of the CITY’S Printers (“Fleet”) in accordance the Contract Documents.

- 3. Contracted Items.** Contracted Supplies and Services are listed in Attachment ‘A’.
 - a. **Changes to Contracted Items.** The list of contracted items may be amended as needed at any time by written acknowledgement between the parties. Either party may request changes. Changes must be acknowledged and agreed to in writing by both parties. The list of Contracted Items may be adjusted to better service the CITY’S employees and their printer and printing requirements. It may also be changed if printers need replacement or newer printers are added to the program following the agreed upon procedure by both parties as outlined in the solicitation.

- 4. Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’S representative.

5. Term of Agreement. The Initial Term of this Agreement shall commence on the date stated in the preamble to this Agreement and be effective for **THREE (3) years**. Agreement may be renewed for no more than three (3) additional years, if mutually acceptable by both parties and approved by the Leesburg City Commission.

6. Invoice. Contractor will provide an invoice no more frequent than once every 30 days for the CITY's fleet of devices. The invoice must contain at a minimum the following information: device serial number, CITY device identifier, pages printed, CITY Unit Cost per page black and white and color and Total Cost.

7. Sales Tax Exempt. The CITY is exempt from State of Florida Sales Tax. All sales to the City will be processed without adding Florida State Sales Tax. The CITY will provide CONTRACTOR with a current Sales Tax Exemption Certificate for their records.

8. Payment Method. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment will be made by paper check or by credit card payment.

9. Firm Fixed Price Period. All Pricing will be firm and fixed for a period of twelve (12) months from the Effective Date of the Agreement. Following the Firm Fixed Price Period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section or each subsequent twelve (12) month period.

10. Cost Adjustment. Pricing for terms beyond the Firm Fixed Price Period shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year.

The CONTRACTOR is responsible for submitting any request for price increases. Any requested price increase shall be fully documented and submitted to the CITY's Procurement Manager at least forty-five (45) days prior to the end of the Firm Fixed Price Period. Should the CONTRACTOR not request a price increase prior to the forty-five (45) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective on the anniversary of the Agreement. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be terminated in accordance with the Termination of Agreement For Convenience clause.

11. Termination of Agreement

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property.

If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to Force Majeure, the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (“Show Cause Notice”) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY’s Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR’s response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines the reasons provided by the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine the CONTRACTOR has provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory materials or services provided. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined. In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY. Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other

existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY. The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

12. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

13. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any reasonable attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and reasonable costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

14. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

16. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

17. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

18. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. Payment. CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with the State of Florida prompt payment act.

20. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in

this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

22. No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. Contact Persons. The primary contact person under this Agreement for the CONTRACTOR shall be **Cindy Mill-Smith, Major Account Executive**. The primary contact person under this Agreement for the CITY shall be **Sonja Vicchiollo, Help Desk Manager**.

25. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. Counterparts. Original signatures transmitted and received via electronic transmission of a document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

27. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

SISSINE'S BUSINESS SOLUTIONS OF ORLANDO, LLC

By: Michael Sanguine
Michael Sanguine (Oct 24, 2019)

Printed: Michael Sanguine

Its: Oct 24, 2019
(Title)

THE CITY OF LEESBURG, FLORIDA

John Christian
John Christian, Mayor

ATTEST:

J. Andi Purvis
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison
Fred A. Morrison, City Attorney

ATTACHMENT 'A'
Total Service & Suppliers Program Terms

1. **City Devices ("Fleet").** The City's Fleet may be changed at any time as needed by the CITY. Devices may be added and removed from the Fleet at any time. The CITY will notify the CONTRACTOR through the CONTRACTOR's prescribed process to remove and add devices to the Fleet.
2. **Device Quality.** The CITY agrees to purchase and enroll in the Program Devices of high quality. The CITY will use Devices having technical specifications and qualities considered to be Business Class or Enterprise Class printers and multi-function devices. The CONTRACTOR may decline to enroll a Device in the Program should it provide documentation and explanation the device does not meet the criteria of a Business or Enterprise Class device. (i.e. Devices considered to be for home or consumer use.)
3. **Total Service & Supplies (TSS) Annual Agreement.** The per Image prices below include all parts, labor, & supplies (excluding paper and staples).
 - a. **Price Per Image**
 - i. Mono = \$0.00990 per Image
 - ii. Black & White = \$0.00990 per Image
 - iii. Color = \$0.06500 per Image
 - b. **Actual Counts.** The Price per Image will be paid by the CITY based on actual per Images printed.
 - c. **Non-Reporting Devices.** Where a device may not be reporting information, the CONTRACTOR can invoice based on an estimate using historical information. The CONTRACTOR will inform the CITY of non-reporting devices and the parties will work together to resolve the non-reporting problem with the device(s).
4. **Toner Replenishment.** Toner Replenishment will be automatically generated at 20% remaining for all devices. The CITY will be permitted to keep a back-up toner on hand for those devices whose usage may require back-up toner.
5. **Service Calls.** CONTRACTOR will respond to all service calls as reasonably requested by the CITY. The cost of Service Calls are included in the per Image price. Service is to be performed during normal Working Hours 8:00am – 5:00pm, and Business Days Monday – Friday, not including CITY or CONTRACTOR observed Holidays. CONTRACTOR will respond within four (4) hours of a service request being submitted prior to 12:00 PM EST. Service requests submitted after 12:00 PM EST will be responded to the next Business Day.

ATTACHMENT 'A'
Total Service & Suppliers Program Terms

6. **Equipment Purchases.** As part of this Program, the CITY may purchase equipment from the CONTRACTOR for inclusion in the Program. The CITY's Purchasing Manager may exempt such equipment from competitive quotes or solicitation as it is integral to this Contract and Program.

[END OF ATTCHMENT 'A']

ATTACHMENT 'B'
INSURANCE REQUIREMENTS

The CONTRACTOR will provide and maintain at all times during the term of this Agreement, including any renewal periods, without cost or expense to the CITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the CITY, insuring CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the CITY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance and conforming certificates of insurance, shall insure the CONTRACTOR in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations*	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

**Required only for construction projects. New or remodel/renovation.*

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the CITY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

ATTACHMENT 'B'
INSURANCE REQUIREMENTS

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

City of Leesburg, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change, cancellation or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Upon execution of this Agreement, the CONTRACTOR will provide a copy of all policy endorsement(s), reflecting the required coverage, with the CITY listed as additional insured along with all required provisions to include waiver of subrogation.

Certificate(s) of insurance will identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder will be:

CITY OF LEESBURG
ATTN: MIKE THORNTON, PURCHASING MANAGER
501 W. MEADOW STREET
LEESBURG, FLORIDA 34748

Certificates of insurance shall evidence a waiver of subrogation in favor of the CITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the CITY.

The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The CITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or

ATTACHMENT 'B'
INSURANCE REQUIREMENTS

self-insured retention shall be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in immediate termination of this Agreement for Default.

Neither approval by the CITY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages and accidents as set forth herein.

[END OF ATTACHMENT 'B']

Signature:

Email: csmith@sissines.com

RESOLUTION NO. 10,526

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SISSINE'S BUSINESS SOLUTIONS OF ORLANDO TO PROVIDE A MANAGED PRINT SERVICES PROGRAM FOR THE CITY'S PRINTERS; AND PROVIDING AN EFFECTIVE DATE.

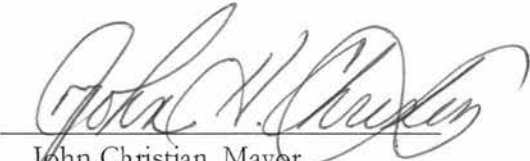
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with SISSINE'S BUSINESS SOLUTIONS, LLC whose address is 6123 Phillips Highway, Jacksonville, FL 32216 providing a Managed Print Services Program for the City's printers and multi-function devices pursuant to Request for Proposal 190482


THAT all budgeted expenditures related to suppliers and services provided under the Agreement are approved.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of October 2019.


John Christian, Mayor

ATTEST:


City Clerk