

**ORDER NUMBER: 55877**FLORIDA SALES: 85-8013708974C-0  
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners  
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE  
MUST REFER TO THIS ORDER NUMBER**S  
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P** **T  
O** TELECOMMUNICATIONS - RADIO  
SHOP  
180 ESLINGER WAY  
FIRST FLOOR RADIO MAINTENANCE  
1-306  
SANFORD FL 32773

ORDER DATE	08/12/2024
REQUISITION	71549 - OR
REQUESTOR	LACHAT, TYLER
VENDOR #	438771
ANALYST	GREEN, MARIA

**V  
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R** ON COMPUTER SERVICES LLC  
3421 SR 419  
WINTER SPRINGS FL 32708**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole County Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
Accts. Payable Inquiries - Phone (407) 665  
7656**ORDER  
INQUIRIES**

Tyler Lachat 407 665-1042

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA	15kVA UPS & Install FS39- Please reference Proposal 150557. MAG 02005012.560650.00001	0.00	29,141.00

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS  
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****29,141.00**PURCHASING AND CONTRACT DIVISION  
1301 EAST SECOND STREET  
SANFORD FLORIDA 32771  
PHONE (407) 665-7116 / FAX (407) 665-7956  
AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Jeff Kuzmick  
 (407) 327-7373  
 Jeff.Kuzmick@UnifiedPowerUSA.com

## On-Computer Services

### Seminole County - Fire Station 39: 15kVA UPS with Turn-key Install - Updated 07 31 2024

<b>Invoice To:</b>	<b>End User:</b>
AP@seminoleclerk.org Seminole County Clerk & Comptroller POST OFFICE BOX 8080 Sanford FL 32772	Seminole County

Seminole County, 5639 1st Street, Sanford, FL 32771, US			
Description	Rate	Quantity	Price
<b>UPS: 360 Power Quality 15kVA 3-phase UPS</b>  Provide turn-key installation of 15kVA UPS from existing input and output panels (provided by others). UPS Start-Up and User Training 120/208V Standard Freight to Site Wall-mount Maintenance Bypass Switch 4.5-minute full load battery runtime Color LCD Display - Web/SNMP Card Included 2-Year Warranty	\$29,141.00	1	\$29,141.00
<b>Site Total:</b>			\$29,141.00

Comments
Tommy Oliveras, CPM Telecommunication Division Manager County Manager Office/Emergency Management Office 150 Eslinger Way Sanford, Florida, 32773 PH: 407.665.0311

Summary	
Seminole County, 5639 1st Street, Sanford, FL 32771, US	\$29,141.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$29,141.00