

**SECOND AMENDMENT TO TERM CONTRACT FOR UPS MAINTENANCE,
REPAIRS, AND REPLACEMENT SERVICES
(RFP-603794-20/BJC)**

THIS SECOND AMENDMENT is made and entered into this 2nd day of MARCH, 20 22 and is to that certain Agreement made and entered into on the 2nd day of November, 2020, as amended on December 20, 2021, between **ON COMPUTER SERVICES, L.L.C.**, whose address is 217 Metro Drive, Terrell, Texas 75160, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political sub-division of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on November 2, 2020, as amended on December 20, 2021, to provide UPS maintenance, repairs, and replacement services to Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to add to the Scope of Services, revise the Contract Pricing, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is revised by the addition of new services as outlined in the Equipment Schedule attached to this Second Amendment as Exhibit A.

Second Amendment to RFP-603794-20/BJC
Page 1 of 3

RFP-603794-20/BJC Second Amendment to Term Contract for UPS Maintenance, Repairs, and Replacement Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

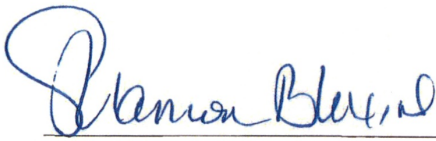
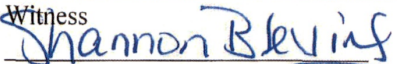
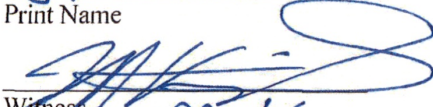
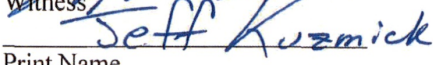


Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/08/2022 11:36:17 -05:00
eCertified Id: E0B4-2BCA-F89H
Page 1 of 4


2. Exhibit C of the Agreement is revised by the new Contract Pricing attached to this Second Amendment as Exhibit C.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.


 Witness

 Print Name

 Witness

 Print Name

ON COMPUTER SERVICES, L.L.C.

By: 
~~CHARLES LOOP, CFO/Manager~~
 Chris Heise, CDO
 Date: 3/1/2022

Second Amendment to RFP-603794-20/BJC
 Page 2 of 3

RFP-603794-20/BJC Second Amendment to Term Contract for UPS Maintenance, Repairs, and Replacement Services

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SEMINOLE COUNTY, FLORIDA

Witness

Louis Straff
Print Name

Witness

Erin Nichols
Print Name

By:

Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date:

3/2/2022

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

Grant Maloy
County Attorney

RM/lpk
12/17/22

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Attachments:

- Exhibit A – Equipment Schedule
- Exhibit C – Contract Pricing

Second Amendment to RFP-603794-20/BJC

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RFP-603794-20/BJC Second Amendment to Term Contract for UPS Maintenance, Repairs, and Replacement Services

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Seminole Co Water and Wastewater Division UPS's

Location	Address	Make	Model	S/N	KVA	PM Cost	Parts
Country Club WTP	299 Silk Bay Place Longwood, FL 32750	Starco Energy	Firstline 15 kVa	12412	15	\$846.00	Cost + 10%
		APC	Smart-UPS VT	PS0947240303	30	\$846.00	Cost + 10%
		APC	Smart-UPS VT	PS0947240308	30	\$846.00	Cost + 10%
Greenwood Lake WWTP	701 Green Way Blvd Lake Mary, FL 32746	APC	5000	JS1036010382	5	\$846.00	Cost + 10%
Indian Hills WTP	1900 Wilshire Blvd, Casselberry, FL 32730	PowerWare	9170	BE084T0012	6	\$846.00	Cost + 10%
Lynwood WTP	1003 Jerome Way, Apopka, FL 32703	APC	MGE 3500	QS1833251128	15	\$846.00	Cost + 10%
		APC	MGE 3500	PS1418331238	15	\$846.00	Cost + 10%
Markham Reclaim	5665 First St, Sanford, FL 32771	Eaton	9355	BB011JBA05	10	\$846.00	Cost + 10%
Markham Regional WTP	5651 Lake Gussie Cir, Sanford, FL 32771	PowerWare	9170	C661N018KG020947	9	\$846.00	Cost + 10%
		Eaton	9155	BG335FBB04	12	\$846.00	Cost + 10%
Reflections	500 W. Lake Mary Blvd, Sanford, FL 32773	APC	SRT5KRMXTL	AS1834170655	5	\$846.00	Cost + 10%
Southeast Regional WTP	3300-3306 Dike Rd, Winter Park, FL 32792	PowerWare	9170	C650N9000E013404	6	\$846.00	Cost + 10%
		APC MGE	Galaxy 5000	3AEN29053001	50	\$846.00	Cost + 10%
		APC MGE	Galaxy 5000	3AEN29054001	50	\$846.00	Cost + 10%
Yankee Lake Surface Water	485 Yankee Lake Rd, Sanford, FL 32771	APC	2200XL	JS1039012473	2.2	\$846.00	Cost + 10%
		APC	2200XL	JS1039012483	2.2	\$846.00	Cost + 10%
		APC	2200XL	JS1039012474	2.2	\$846.00	Cost + 10%

Total PM Cost **\$14,382.00** Cost + 10%
(2x PM/Year)

RFP-603794-20/BJC Second Amendment to Term Contract for UPS Maintenance, Repairs, and Replacement Services

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

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eCertified Id: E0B4-2BCA-F89H

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**FIRST AMENDMENT TO TERM CONTRACT FOR UPS MAINTENANCE,
REPAIRS, AND REPLACEMENT SERVICES
(RFP-603794-20/BJC)**

THIS FIRST AMENDMENT is made and entered into this 20th day of December, 20 21 and is to that certain Agreement made and entered into on the 2nd day of November, 2020, between **ON COMPUTER SERVICES, L.L.C.**, whose address is 217 Metro Drive, Terrell, Texas 75160, in this Amendment referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on November 2, 2020, to provide UPS maintenance, repairs, and replacement services to Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to add to the Scope of Services, replace the Contract Pricing, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is revised by the addition of new services as outlined in the Equipment Schedule attached to this First Amendment as Exhibit A.

First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services



2. Exhibit C of the Agreement is deleted and replaced by the new Contract Pricing attached to this First Amendment as Exhibit C.

3. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ON COMPUTER SERVICES, L.L.C.

Shannon Blevins
 Witness
Shannon Blevins
 Print Name

By: [Signature]
 CHARLES LOOP, CFO/Manager / V.P. CPSi

Date: 12/20/2021

Lesley Rubio
 Witness
Lesley Rubio
 Print Name

First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services



SEMINOLE COUNTY, FLORIDA

Tamara Hodgkins
 Witness
Tamara Hodgkins
 Print Name

Kelli Burrier
 Witness
Kelli BURRIER
 Print Name

For the use and reliance of
 Seminole County only.

Approved as to form and
 legal sufficiency.

David G. Shields
 County Attorney

DGS/lpk
 11/16/21

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Attachments:

- Exhibit A – Equipment Schedule
- Exhibit C – Contract Pricing

By: *Tammy Roberts*
 TAMMY ROBERTS,
 Procurement Administrator

Date: 12/20/2021

Within the authority delegated by the County
 Manager pursuant to Section 3.554, Seminole
 County Administrative Code.

First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services



UPS Maintenance Contract Systems				
Site	Make	Model #	Serial #	BCC Asset Tag
Five Points A	Mitsubishi	1133A 50 KVA	12-7M74067-01	49782
Five Points B	Mitsubishi	1133A 50 KVA	11-7M73760-07	49783
Wellness Center	Eaton	9170+ 6 KVA	BE444T0002	
Fire Sta 29	Powerware	PW9170 18 KVA	C661NO18KC050079	6906
Oviedo	Powerware	PW9330-40 25 KVA	A40251110031113	6908
Dike Rd	Powerware	PW9170 18 KVA	C661NO18KC050076	6909
CSB Telephone	Powerware	PW9170 18 KVA	C661NO18KC050110	6910
BOCC Chambers	Toshiba	4200FA 30 KVA	60500247	7743
CSB IS (outside)	Mitsubishi	2033C 50KVA	03-GMEMQ1-03	5083
Central Br. Library	Powerware	PW9170 6 KVA	C661N9000C050086	7804
CCH Dungeon	Powerware	PW9170 6 KVA	C661N9000C050083	40611
Civil Courthouse	Powerware	PW9170 6 KVA	C661N9000C050084	40612
Radio Shop	Powerware	PW9170 18 KVA	C661NO18KC050077	6911
SOPS A	Toshiba	G9000 100 KVA	12-7E4216300013	
SOPS B	Toshiba	G9000 100 KVA	12-7E4229100014	

Current Contract Equipment

First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

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eCertified Id: BBA1-85L6-8A9V

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Equipment Schedule

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Seminole County Service Contract Spreadsheet

Site	Make	Model	BCC Asset Tag	PM 1	Date Completed	PM Cost	PM 2	Date Completed	PM Cost		
Five Points A	Mitsubishi	1100A 50 KVA	12-7M74067-01	49782	Completed	12/8/2021	\$830.00	Completed	6/8/2021	\$830.00	
Five Points B	Mitsubishi	1100A 50 KVA	11-7M73760-07	49783	Completed	12/8/2020	\$830.00	Completed	6/8/2021	\$830.00	
Wellness Center	Eaton	9170+ 6 KVA	BE444T0002		Completed	1/11/2021	\$830.00	Completed	6/7/2021	\$830.00	
Fire Sta 29	Powerware	PW9170 18 KVA	C661N018KC050079	6906	Completed	1/11/2021	\$830.00	Completed	6/7/2021	\$830.00	
Dike Rd	Powerware	PW9170 18 KVA	C661N018KC050076	6909	Completed	1/11/2021	\$830.00	Completed	6/9/2021	\$830.00	
CSB Telephone	Powerware	PW9170 18 KVA	C661N018KC050110	6910	Completed	12/17/2020	\$830.00	Completed	7/2/2021	\$830.00	
BOCC Chambers	Toshiba	4200FA 30 KVA	60500247	7743	Completed	12/17/2020	\$830.00	Completed	6/1/2021	\$830.00	
CSB IS (outside)	Mitsubishi	2033C 50kVA	03-GMEMQ1-033	5083	Completed	12/17/2020	\$830.00	Completed	7/2/2021	\$830.00	
Central Br. Library	Powerware	PW9170 6 kVA	C661N9000C050086	7804	Completed	1/11/2021	\$830.00	Completed	6/7/2021	\$830.00	
CCH Dungeon	Powerware	PW9170 6 KVA	C661N9000C050081	40611	Completed	12/22/2021	\$830.00	Completed	6/7/2021	\$830.00	
Civil Courthouse	Powerware	PW9170 6 kVA	C661N9000C050084	40612	Completed	12/22/2020	\$830.00	Completed	6/11/2021	\$830.00	
Radio Shop	Powerware	PW9170 18 KVA	C661N018KC050077	6911	Completed	12/8/2020	\$830.00	Completed	6/8/2021	\$830.00	
SOPS A	Toshiba	G9000 100 kVA	12-7E4216300013		Completed	12/8/2020	\$830.00	Completed	6/8/2021	\$830.00	
SOPS B	Toshiba	G9000 100 kVA	12-7E4229100014		Completed	12/8/2020	\$830.00	Completed	6/8/2021	\$830.00	
Oviedo A	Toshiba	4400 15kVA	200900310			\$830.00	Completed NUC	9/17/2021	\$830.00		
Oviedo B	Toshiba	4401 15kVA	200900309			\$830.00	Completed NUC	9/17/2021	\$830.00	2021 Total:	\$24,900.00
CJC State Attorney	Toshiba	4402 15kVA	200700416			\$830.00	NUC		\$830.00		
CJC Court Admin	Toshiba	4403 15kVA	200900311			\$830.00	NUC		\$830.00		
CJC Public Defend	Toshiba	4404 15kVA	200700797			\$830.00	NUC		\$830.00		
CJC Telecom Rm	Toshiba	4405 15kVA	200501309			\$830.00	NUC		\$830.00		
Removed											
Oviedo	Powerware	PW9330-40 25 KVA	A40251110031113	6908		\$16,600.00			\$16,600.00	Total:	\$33,200.00
						-\$830.00					
Legend:											
	RED -	County to add to the Contract									
	\$830.00	Price per PM per unit(2021)									
	NUC -	Not Under Contract									

First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services

EXHIBIT A

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
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3421 State Road 419 Winter Springs, FL 32708
Ph: 407-327-7373 Fx: 407-327-7333
www.cpsall.com

A UNIFIED POWER COMPANY 

4

November 1, 2021

Amendment #1

Exhibit "C"

Seminole County
Attn: Steve Bateman
Ph: 407.665.1030
Email: sbateman@seminolecountyfl.gov

Re: Term Contract 603794-20/BJC 2021-22 Equipment adder Quote

Quote # 102821-JK02R

Thank you for your continued interest in our products and services. The below shows a breakdown of the individual PM cost, total cost of the PM contract per year current, and the estimated cost for FY 2021-2022 if the changes requested by both CPS and the County are approved. Within the last year some equipment has been removed with new equipment being installed. The scope of changes is as follows:

Current Cost per Inspection: \$830.00 ea.

FY 2021-2022 New Cost per Inspection requested: \$846.00 ea.(2%)

FY 2020-2021 total billed for PM's performed: \$24,900.00
(2 PM's per year, each at \$830.00)

Equipment removed from contract in 2021:

Oviedo Tower Site: Powerware 9330-40 25kVA UPS S/N: A40251110031113 (County Tag # 6908) Deduct \$1,660.00
(2 PM's per year, each at \$830.00 = \$1,660.00)

Equipment that replaced the removed systems:

Oviedo Tower Site: 2qty. Toshiba 4400 15kVA S/N's: 200900309/ 200900310 Add \$1,660.00 per UPS
(2 PM's per year, each at \$830.00 = 1,660.00 x 2UPS's = \$ 3,320.00. A second UPS was added to the site for redundancy)

New estimated 2021-2022 total billable based on current PM cost (\$830.00): \$ 26,560.00
(2 PM's per year, each at \$830.00 including the 2nd Toshiba UPS at the Oviedo Tower Site)

New estimated 2021-2022 total billable if new 2% rate approved (\$846.00): \$ 27,072.00
(2 PM's per year, each at \$846.00 including the 2nd Toshiba UPS at the Oviedo Tower Site)

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First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
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Computer Power Systems

3421 State Road 419 Winter Springs, FL 32708

Ph: 407-327-7373 Fx: 407-327-7333

www.cpsfl.com

A UNIFIED POWER COMPANY 

11/01/2021

Seminole County

Steve Bateman

Re: Term Contract 603794-20/BJC 2021-22 Equipment adder Quote

Quote # 102821-JK02R

Page II

Additional equipment to be added by the county for 2021-2022 contract:

CJC:	Toshiba 4400 15kVA	S/N: 200501309
CJC:	Toshiba 4400 15kVA	S/N: 200700416
CJC:	Toshiba 4400 15kVA	S/N: 200700797
CJC:	Toshiba 4400 15kVA	S/N: 200900311

Estimated 2021-2022 total billable based on current PM cost and new equipment (\$830.00): \$ 33,200.00
(2 PM's per year, each at \$830.00)

Estimated 2021-2022 total billable if new 2% rate increase approved and new equipment added.....
..... **(\$846.00): \$ 33,840.00**
(2 PM's per year, each at \$846.00)

This proposal is subject to the applicable [Terms](#) referenced here. Terms are Net 30. For your convenience, we also accept Visa, MasterCard, and American Express. Please call if you have any questions.

Sincerely,

Jeff Kuzmick

Jeff Kuzmick

jeffk@cpsfl.com

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First Amendment - Term Contract for UPS Maintenance, Repairs, and Replacement Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

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**TERM CONTRACT FOR UPS MAINTENANCE,
REPAIRS, AND REPLACEMENT SERVICES
(RFP-603794-20/BJC)**

THIS AGREEMENT is dated as of the 2 day of November 2020, by and between **ON COMPUTER SERVICES, L.L.C.**, duly authorized to conduct business in the State of Florida, whose address is 217 Metro Drive, Terrell, Texas 75160, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide UPS maintenance, repairs, and replacement services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to



this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on October 1, 2020, and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Emergency Management Telecommunications Division
180 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Emergency Management Telecommunications Division
180 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

On Computer Services, L.L.C.
217 Metro Drive
Terrell, TX 75160

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ON COMPUTER SERVICES, L.L.C.

Witness

Print Name

Witness

Print Name

By:

~~CHRISTOPHER ROACH, President~~

Date:

9/24/2020

Robert Parrish - CIO

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SEMINOLE COUNTY, FLORIDA

Tommy Roberts
Witness

Tommy Roberts
Print Name

Leticia Figueroa
Witness

Leticia Figueroa
Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David B. Smith

County Attorney

DGS/lpk

3/11/12 7/10/20 8/25/20

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By:

Betsy Cohen
BETSY COHEN, Interim Purchasing and
Contracts Manager

Date:

10/30/2020

As authorized for execution by the Board of
County Commissioners at its 9/22,
20 20, regular meeting.

Item # 2020-2232

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

ON COMPUTER SERVICES, LLC D/B/A COMPUTER POWER SYSTEMS

SECRETARY'S CERTIFICATE

September 3, 2020

The undersigned, being the duly appointed, qualified and acting Secretary of On Computer Services, LLC d/b/a Computer Power Systems, a Texas limited liability company (the "**Company**"), and as such Secretary being authorized to execute this certificate on behalf of the Company, certifies as follows:

1. The person set forth below is an incumbent and acting officer of the Company and holds the offices set forth beside his name; the signature appearing opposite his name is the genuine signature of such officer; and such officer, in his capacity as an officer of the Company, is duly authorized, in the name and on behalf of the Company, to execute and deliver such agreements with Seminole County, Florida as he determines to be necessary or desirable.

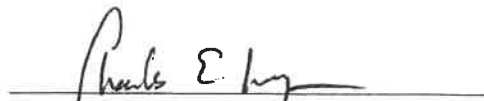
Robert Parrish

Executive Vice President,
Sales and Marketing/
Chief Integration Officer



IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company, as of the date first set forth above.

**ON COMPUTER SERVICES, LLC
D/B/A UNIFIED POWER**



Name: Charles Loop

Title: Secretary

EXHIBIT A

Scope of Services

I. SERVICES.

The CONTRACTOR shall provide all parts, labor, materials, supervision, tools, supplies, equipment, and incidentals necessary to provide a complete preventive maintenance, maintenance, repairs and battery replacement services for all COUNTY owned UPS units, along with associated hardware and equipment, assuring full operational condition for the term covered by this contract. The work shall include two (2) inspections per year at six (6) month intervals both of which are to be coordinated with the County's Representative. CONTRACTOR shall also be responsible for conducting, recording, and reporting to the County Representative the findings of two (2) semi-annual inspections. Potential work activities include but not limited to all types of preventive maintenance, scheduled maintenance, necessary repairs, some of which will be performed on an emergency basis and battery replacement services.

All units/equipment will be serviced to meet or exceed the County's requirements and specifications. However, the County will look to the selected Contractor to offer its expertise in terms of cost efficiency, service, preventive and predictive maintenance, staffing, parts inventory and all other components with an appropriate management plan for the unit/equipment described.

The Scope under this RFP includes, but is not limited to:

- 1) Repair of all units/equipment covered in this solicitation
- 2) Includes 100% parts coverage, labor and travel coverage (excluding batteries)
- 3) Ongoing preventive and predictive maintenance program
- 4) Continuous improvement to reduce downtime and cost
- 5) Provide Ad Hoc Services requested for emergency work.

The Contractor shall document all work, schedules, parts and labor as work is performed and provide this information to the County Representative.

In order to maintain the condition and availability of service from the UPS units the County requires "Preventive Maintenance and Maintenance" be performed on each unit. The goal of this work is to assure continuity of service by servicing, repairing, and providing support for the equipment and also identify any possible problems.

II. FACILITIES COVERED.

1. The COUNTY owned UPS units referenced herein are listed in the UPS Information and Locations Spreadsheet in Schedule A of the solicitation documents. The COUNTY reserves the right to add or delete UPS units from this list. CONTRACTOR will be notified of such changes by amendment.
2. The CONTRACTOR shall become familiar with the COUNTY owned buildings and UPS unit locations where services are to be provided. CONTRACTOR must refer to the attached list for UPS locations and information.

3. The UPS batteries initially covered by the terms of this Scope of Services totals a minimum of (500) batteries.

III. CONTRACTOR QUALIFICATIONS.

1. The CONTRACTOR shall possess and maintain any and all licenses or certifications required to service every COUNTY owned UPS unit listed in the RFP documents. Contractor shall be factory trained, authorized and in good standings with each manufacturer of the every COUNTY owned UPS unit listed in the Agreement.
2. The CONTRACTOR shall be capable of responding to a service request for any COUNTY owned UPS unit at any time of the day or night, (24) hours per day, seven days per week, (365) days per year.
3. The CONTRACTOR shall be capable of responding to a service request for any COUNTY owned UPS unit location, being on-site within two (2) hours of receiving a request from the COUNTY's Representative. If there is a failure of the UPS, the Contractor will acknowledge a service request within (30) minutes with a return call.
4. The CONTRACTOR shall have access to every type of battery required to support every COUNTY owned UPS unit listed in the RFP documents.
5. The CONTRACTOR shall be capable of installing any battery that may be required at any COUNTY owned UPS unit location at any time of the day or night, (24) hours per day, seven days per week, (365) days per year.
6. If requested by the County, the CONTRACTOR shall provide batteries manufactured by the firms listed in the RFP documents or COUNTY approved equivalent. Currently approved battery manufacturers are listed in Price Schedule. If battery is provided by the CONTRACTOR at the direction of the County's Representative, and the battery fails and is under the CONTRACTOR'S three (3) year warranty, CONTRACTOR will replace it at no charge to the County.
7. The CONTRACTOR must obtain a Criminal Justice Information Services (CJIS) Level 4 certification in order to gain access to critical law enforcement / public safety building structures.

IV. SERVICES PROVIDED.

1. The CONTRACTOR shall conduct two (2) semi-annual inspections of each UPS unit and associated batteries, listed in the RFP documents. All maintenance shall be scheduled through the County's Representative or designee.
2. **MINIMUM PREVENTATIVE MAINTENANCE PROCEDURES.**
 - a) Provide all parts and labor necessary to maintain these Uninterruptible Power Systems (UPS's) in operational condition for the duration of the contract. The Contractor will maintain the batteries

with individual testing, record level of charge, plus provide the labor to change batteries as necessary. The Contractor will furnish all UPS parts on an exchange basis and guarantee them for the duration of the agreement. Damages to the UPS not covered include: misuse, overload, fire, flood, riots, acts of nature, terrorism, or war.

- b) Annual PM Visit:
 - 1) Load bank test of all UPS' with graphic reports measuring 25% and 50% load steps followed by a five (5) minute battery discharge at 50 % load.

3. SEMI-ANNUAL UPS FULL SYSTEM PREVENTIVE MAINTENANCE SERVICE.

- a) Perform thermal scan on all associated power components and sub-assemblies, including breakers, connections and associated controls. Record all high temperature areas for corrective action.
- b) Perform visual inspection of entire system including all sub- assemblies, contact points, major components, cables, and wiring harnesses for insulation breakdown and/or damage.
- c) Measure and record power system checks, including input and output voltages; input and output currents; the bus float voltage; frequency; and efficiency rating of unit.
- d) Measure UPS output waveform under load. Load Bank testing will be required.
- e) Measure and record all AC filter trap components.
- f) Shutdown system (with customer acknowledgment); replace air filters and clean any foreign material and dust from internal compartments.
- g) Perform static electrical tests to include: Power supply, fan, control, and power fuses; Diode and transistor forward / reverse resistance.
- h) Check all DC power capacitors for swelling, leaking, or extruded vents over 1/8 inch.
- i) Inspect all nuts, bolts, screws, and connectors for tightness, including transformers; input, output, and bypass breakers; neutral and ground bus bars, and any other associated power sub-assembly. Check for temperature discoloration.
- j) Re-establish control power, record, verify and/or adjust all control limit settings to manufacturer's specifications.
- k) Re-start unit, verify and adjust for minimum voltage difference of inverter and bypass for system transfer (if applicable).

- l) Perform functional test of system including battery discharge and unit transfer capabilities (with customer acknowledgment).
- m) Return system to normal load and recheck output voltage.
- n) Document and record all of the above. The report shall include the locations with pre and post readings of voltages, amperes, thermal readings and ground resistance readings. Submit written report to County.
- o) If corrective maintenance is required, discuss and schedule with COUNTY'S Representative for downtime.
- p) Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperatures areas.
- q) With County's approval, perform operational test of the system including unit transfer and battery discharge.
- r) Review system performance with County to address any questions and to schedule any repairs.

4. UPS BATTERY PREVENTIVE MAINTENANCE SERVICE.

- a) Includes 100% corrective labor and travel coverage in accordance with response time.
- b) Includes battery recycling as required, with documentation meeting all laws and regulations.
- c) Provide Preventive Maintenance Service schedule to the County during standard working hours.

5. BATTERY INSPECTION SERVICE.

- a) Inspection:
 - 1. Check integrity of battery cabinet.
 - 2. Visual inspection of the battery cabinet and/or room to include:
 - a. Check for no grease or oil on all connections, if applicable
 - b. Check battery jars for proper liquid level
 - c. Check for corrosion on all terminals and cables
 - d. Examine the physical cleanliness of the battery room and jars. Clean normal jar top dirt accumulation when battery offline.
 - 3. Measure and record total battery float voltage and charging current

4. Measure and record the overall AC ripple voltage and current
 5. Visually inspect the jars and covers for cracks and leakage
 6. Record installation date of each battery
 7. Provide written report noting any deficiencies and corrective action needed, taken and/or planned.
 8. Re-tighten all connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tighten is required.
 9. Measure and record all battery connection resistances, when applicable.
- b) The Contractor shall provide all parts, travel, labor, freight, and expenses necessary to perform all preventative maintenance, maintenance, repairs and battery replacement services for all UPS units listed in the RFP documents.
 - c) Should the cost of the parts necessary to maintain a unit in, or return a unit to, full operating capacity, exceeds 50% of the total cost of replacing the unit, the COUNTY's representative shall be responsible for purchasing the parts necessary to repair or replace the unit. The costs borne by the COUNTY shall be for parts only, the Contractor shall be notified and responsible for the labor necessary to repair or replace the unit at no additional cost to the County.
 - d) The COUNTY reserves the right to have a third party inspection of any UPS unit requiring repairs or replacement. The COUNTY shall be responsible for the cost of the third party inspection.
 - e) The Contractor shall provide UPS output evaluations and load balancing as requested by the COUNTY, at no additional cost to the County.
 - f) The Contractor shall supply; and provide labor and testing, removal and disposal of batteries replaced due to age or warranty services.
 - g) The Contractor shall, upon request by the COUNTY, be on-site for any generator tests involving any UPS covered by this agreement, at no additional cost to the County.

V. PROVISION OF QUALIFIED PERSONNEL. The Contractor shall designate a company's representative as a single point of contact. This person shall be the person through whom the COUNTY's Representative shall conduct all business activities and direct normal correspondence. The Contractor's Representative shall be available to the COUNTY (24) hours per day, seven (7) days per week, (365) days per year. The Contractor shall keep the COUNTY continuously advised of the identity of the Contractor's Representative. Contractor shall provide the COUNTY with all the contact information necessary to contact the Contractor's Representative 24 hours per day every day. The Contractor is to notify the county of employment status of all personnel with access to the equipment.

VI. PROCEDURES FOR PERFORMING SERVICES.

1. Contractor shall be responsible for the repair of damage to buildings or other COUNTY property that results from Contractor activities. This includes, but is not limited to walls, floors, ceilings, roof systems, plumbing systems, electrical systems, air conditioning systems, landscapes, pavement, irrigations systems, etc.
2. Contractor, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. Contractor shall at all times guard against damage to COUNTY property and injury to COUNTY employees, the public and other vendors and Contractors and shall be held responsible for replacing or repairing any such loss or damage. The Contractor shall comply with all State, OSHA and other applicable safety regulations.
3. All issues classified as "non-emergency" incidents, such as a defective LCD panel, shall be scheduled with County for corrective action. Resolution time for corrective maintenance items shall fall within the expected resolution time once corrective maintenance begins.

VII. TIME FOR PERFORMANCE.

1. COUNTY owned UPS batteries will be replaced on a scheduled basis. However, UPS batteries can fail at any time. The Contractor shall be prepared to deliver, if applicable, install, and test new batteries on an emergency basis.
2. While most work will be conducted during normal work hours and under non-emergency circumstances, the Contractor shall be prepared to perform services as required hereunder at any time of the day or night. In the event that emergency services are required the Contractor shall commence said service within two (2) hours of notification. It is expressly understood that Contractor's personnel shall be available twenty-four (24) hours a day, seven (7) days per week throughout the term of this Agreement. Adherence to the two (2) hour, on- site, response time is an essential requirement of this Agreement. Failure to respond within the two (2) hour response time will be considered a performance issue that could result in termination of this agreement.

VIII. WARRANTY AND WARRANTY SERVICE.

1. The Contractor shall provide a FULL THREE (3) YEAR REPLACEMENT WARRANTY on all Contractor supplied replacement batteries. The warranty shall include a replacement battery and all parts, travel, labor, freight, and expenses necessary to perform battery replacement service. The three (3) year warranty does not include pro-rated life fees. Batteries replaced under warranty shall have sufficient life to complete the initial warranty term.
2. The Contractor shall be capable of performing warranty battery replacement service for any battery that may be required to any COUNTY owned UPS

Machine location at any time of the day or night **(24)** hours per day, seven days per week, (365) days per year.

3. The Contractor shall be capable of performing warranty battery replacement service on any batteries required at any COUNTY owned UPS Machine location within four (4) hours of receiving a request from the COUNTY.
4. The Contractor shall provide a minimum three (3) year warranty on all replacement parts. This warranty shall cover the travel, labor, freight, and all other expenses necessary to replace the defective part(s).

IX. OTHER WORK. Other work by the COUNTY or under a separate agreement may be in progress at the service locations. Contractor shall cooperate at all times with others and shall coordinate his work with the work of others or as may be directed by the COUNTY. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by COUNTY employees.

X. AUTHORIZATION TO DO WORK.

1. All contracted personnel will require an escort by County's Representative or designee into any critical infrastructure, building, or transmitter site.
2. All work scheduled inside any Seminole County critical infrastructure building or transmitter site will require a minimum 24 hour notification.
3. When services are required, the Contractor will be notified by the COUNTY via telephone, FAX or email.
4. When work is scheduled on a non-emergency basis the Contractor will be issued a Release Order/Purchase Order prior to the work being performed.
5. When work is requested after normal business hours on an emergency basis there may be no opportunity to issue a Release Order/Purchase Order prior to work being performed.
6. When work is requested on an emergency basis, the COUNTY will issue a Release Order/Purchase Order to the Contractor on the next business day.
7. The Release Order/Purchase Order will identify the location and nature of the service request. A copy of the Order must be presented with the invoice as part of the request for payment including all applicable documentation pertaining to the work performed.

8. The COUNTY may authorize the Contractor to do work with or without a proposal but within the limits of the Scope of Services. Work that is requested on an emergency or quick response basis will be authorized without receiving a proposal ahead of time. When response time allows the COUNTY may request a proposal from the CONTRACTOR before work is authorized.
9. The County Representative or designee will furnish the contractor a listing of government personnel authorized to place Service Call Requests for Emergencies or Unscheduled Service Calls.

XI. INCIDENTS SERVICE CALLS.

1. The Contractor shall respond to critical incidents as follows:
 - 24 hours/day.
 - Guaranteed 15 minute phone response.

Upon completion of any service call, the Contractor shall provide the County with a signed service report that includes, at a minimum: a general statement as to the site and location, the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

The County shall furnish the contractor a listing of government personnel authorized to place Service Call Requests.

2. Resolution of Critical Incident within 24 hours:
 - A critical incident example would include operational or total failure of the following equipment but is not limited to: Main control board, failed battery causing an open in the battery string, Inverter or Rectifier, etc.
 - A critical incident solution would require an industry qualified technician would be onsite within the required 2-hour response time from the time of the reported incident with the appropriate replacement parts or equipment based upon availability of the part or equipment which needs replacing. The replacement may be a newer version of equipment as older and discontinued parts may not be available or hard to procure. If the replacement part or equipment is not available, the Contractor will obtain the part or equipment as quickly as possible and will notify the County's Representative of this action. The Contractor will provide an estimate on when this part or equipment will be onsite.
 - If repairs are unable to be made within the required 24 hour time period, a complete temporary replacement UPS shall be installed within 24 hours of the reported incident.
3. Resolution of remedial maintenance or within 48 hours:
 - An example of a minor incident would include partial or total failure of any of the following equipment but is not limited to:

Non-functioning LCD display, alarm buzzer, Leaking battery case, System cooling fan, etc.

- Remedial Maintenance (RM) is defined as the immediate action required ensuring that the equipment covered by this contract will operate within the manufacturer's published specifications. RM is immediate work required as a result of a failure, catastrophic or otherwise, or as the result of a PMI inspection/test which indicates that if a deteriorating condition is not corrected in the near future, failure is eminent. The Contractor shall maintain a central dispatch operation that receives calls 24 hours per day, seven days per week, to accommodate emergency calls.
- Except for repairs which are considered Critical Incident, the cost of service calls (RM) including the repairs and replacement of all equipment, parts, labor and temporary replacement of parts made on such calls shall be accomplished at no additional cost to the County. This includes subsequent trip(s) made to affect repairs at the facility with parts not previously available when the defect was discovered.
- The Contractor shall make no modification to any system or equipment which would, or could, degrade or void the manufacturers' warranty.
- Except for major repairs, any defects discovered shall be promptly repaired and the equipment restored to a fully operational condition no later than twelve (12) hours after the conclusion of PMI or RM. Contractor shall supply and install replacement parts from equipment manufacturer, unless otherwise approved by the County.
- The Contractor will not be required to make repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by any other cause beyond the control of the Contractor, except ordinary wear and tear.
- The Contractor shall coordinate any switching of power with the County or person point of contact 72 hours in advance of operating any circuit breakers, disconnects, etc. (opening or closing), which could result in a loss of power to the equipment being protected.
- The Contractor is unable to fix the problem within two (2) hours after arrival at the site, the Contractor shall notify the County Representative or Designee.

XII. CONTRACT STARTUP MEETING.

A contract start-up meeting will be held to provide all parties involved in the contract an opportunity to clarify issues and review contract procedures.

Within ten (10) days of contract award, Contractor shall provide the County a schedule stating the timeline for the semi-annual inspections/maintenance service per site.

XIII. BILLING/INVOICE PROCEDURES.

Billing for UPS Preventative Maintenance, Maintenance, Repairs and Battery Replacement Services is due after each inspection and shall contain the following information:

- A. On letterhead or invoice of Contractor
- B. Date of Invoice
- C. Invoice number
- D. Name and location of the site(s) including building and equipment where work was performed
- E. Number of regular hours spent at the site
- F. List of parts used
- J. The detailed report prepared after the work performed must accompany the billing invoice. This report must be provided to the County's Representative within 5 business days from the completion of the work.
- H. A cost breakdown per Site must be reflected in the invoice in accordance with the Fee Structure.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

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ORDER DATE
REQUISITION
REQUESTOR
VENDOR #

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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

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 County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's 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, 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.

EXHIBIT C

2

SUBMIT PROPOSALS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	REQUEST FOR PROPOSALS (RFP) And Proposer Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	RFP-603794-20/BJC TERM CONTRACT FOR THE MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNINTERRUPTIBLE POWER SYSTEM (UPS) THROUGHOUT SEMINOLE COUNTY
<p align="center"><u>PROPOSAL DUE DATE – May 27, 2020</u></p> <p align="center"><u>Time: 2:00 PM (Eastern Standard Time)</u></p> <p align="center"><u>Location of Public Opening:</u></p> <p align="center">Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771</p>	
Proposer Name: Computer Power Systems, Inc.	Federal Employer ID Number: 56-2379512
Mailing Address: 3421 State Road 419	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Winter Springs, FL 32708	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Texas</u> List of Principals: <u>N/A</u>	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> : <div style="text-align: right;">5/26/2020</div> Authorized Signature (Manual) _____ Date
Email Address: <u>jeffk@cpsfl.com</u>	Typed Name: <u>Jeff Kuzmick</u>
Telephone Number: 407.327.7373	Title: Vice President
Fax Number: 407.327.7333	Date: 5/26/2020

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

**Part - 4
Price Proposal**

RFP-603794-20/BJC – TERM CONTRACT FOR THE MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNINTERRUPTIBLE POWER SYSTEM (UPS) THROUGHOUT SEMINOLE COUNTY

Name of Proposer: Computer Power Systems, Inc.

Mailing Address: 3421 State Road 419

City/State/Zip: Winter Springs, FL 32708

Phone Number: (407) 327.7373 **FAX Number:** (407) 327.7333

E-Mail Address: jb@cpsfl.com

Company Representative: Jeff Kuzmick

Telephone No.: 407.327.7373 **Fax No.:** 407.327.7333

E-mail address: jeffk@cpsfl.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 1, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Proposer shall include all costs including, but not limited to general administrative overhead; fringe and benefits; profit and all incidental necessary for the performance of the services.

Proposer must include all proposed fees and charges associated with the provision of the services outlined in this RFP.

Only costs directly related to the delivery of the requirements within the Scope of Services must be included in the costs below:

FEE SCHEDULE:

COST PER INSPECTION OF UPS UNIT & BATTERIES: \$ 830.00 EACH

(Contractor to conduct semi-annual UPS full system preventive maintenance service as stated in Scope of Services)

THE FOLLOWING RATES SHOULD APPLY FOR THE FOLLOWING:

- A. OUT-OF-SCOPE SERVICE CALL** charge will include a written estimate for the repair; and will be waived should the County authorize the repair immediately; and/or will be deducted if the authorization is within thirty (30) days. Authorization for services shall be in the form of written Purchase Order issued and executed by the County. The Purchase Order shall include the work to be performed, the Contractor compensation and the time for completion.

Category # 1 – Hourly Rate for Standard Working Hours
(6:00 AM – 7:00 PM - Monday through Friday).

BLENDED HOURLY RATE: \$ 125.00

Category # 2 – Hourly Rate for Holidays & Non-Standard Working Hours (Other than 6:00 AM – 7:00 PM - Monday through Friday) and (7) National Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day).

BLENDED HOURLY RATE: \$ 250.00

SERVICE CALL RATE: \$ 250.00, if applicable

- B. MARK-UP:** Parts, supplies and equipment mark-up – **NOT TO EXCEED 10 %**
(Mark-up must not exceed 10%)

Computer Power Systems, Inc.
(Name of BIDDER)


(Signature of Legal Representative)

Jeff Kuzmick - Vice President
(Printed name and title of person signing FORM)