

CONTRACT# OPD/15-011

Unified Power

Jeff Kuzmick
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www.unifiedpowerusa.com



Keeping You in Power

Ocala Police Department

Proposal #: 171962 - Rev: 1
Date: 07/13/2024

Jeff Kuzmick
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 Jeff.Kuzmick@UnifiedPowerUSA.com



Invoice To:	End User:
Ocala Police Department 402 S. Pine Avenue Ocala FL 34471	Ocala Police Department

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
Toshiba	1600EP Series	030600320	48	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	\$1,729.00
MK Battery	ES7-12		24	PM/24hr	Semi Annual VRLA 5x8	-
MK Battery	ES7-12		24	PM/24hr	Semi Annual VRLA 5x8	-
Site Total:						\$1,729.00

800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
MK Battery	ES7-12		10	PM/24hr	Semi Annual VRLA 5x8	-
MK Battery	ES7-12		10	PM/24hr	Semi Annual VRLA 5x8	-
MK Battery	ES7-12		10	PM/24hr	Semi Annual VRLA 5x8	-
Eaton Powerware	9170	BJ411T0005	30	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	\$2,975.00
Site Total:						\$2,975.00

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US	\$1,729.00
800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US	\$2,975.00



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Summary

	Tax	\$0.00
	Total	\$4,704.00

Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
10/11/2024	10/10/2025	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			



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Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signed by:
Signature: Robert Parrish
D223D2CEAC25403...

Date: 10/8/2024

Printed Name: Robert Parrish

Title: _____

City of Ocala, by and through Ocala Police Department

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...

Date: 10/13/2024

Printed Name: Peter Lee

Title: City Manager

Approved as to form and legality:

Signed by:
Kristi Van Vleet
Kristi Van Vleet
973C55A0788973D...
Assistant City Attorney



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Service Agreement

Unified Power will provide Preventive (PM), Emergency, or Corrective services in accordance with the following coverage descriptions, as further defined in Unified Power's related proposal for services (Proposal) and the attached detailed Scopes of Work. Agreements which include equipment encompassing all described types of coverage are Full Service (FS) Agreements. Emergency and Corrective services are available under PM Agreements at Time and Material (T&M) rates attached. This Service Agreement is made and entered into by Unified Power and Customer expressly subject to Unified Power's General Terms and Conditions located at <https://unifiedpowerusa.com/terms-and-conditions>

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the contracted period:
 - a. Minor PM inspection(s) will be scheduled at the convenience of Unified Power.
 - b. Major PM inspection will be scheduled at the convenience of the Customer.
2. Unified Power will make a maximum of (3) attempts to schedule the PM inspections. Failure by client to respond or allow access to client's facilities may result in cancellation of the PM inspections.
 - a. Should the PM applicable to equipment under FS coverage not be scheduled within the Agreement term due to Customer delay, such PM will be forfeited, no prorated PM value will be refunded.
 - b. Should the PM be cancelled or delayed by the customer less than 72 hours prior to the confirmed scheduled time, the customer may be charged four (4) hours minimum based on current Time and Material Rates or cancel the PM inspection.
 - c. Unified Power reserves the right to schedule PM inspections with advanced notice of at least one hour, unless otherwise stipulated in the Agreement.
3. Unified Power may, at its discretion, provide necessary PM inspections during emergency service visits.

B. EMERGENCY SERVICE (Included under FS Agreements, available under PM Agreements on a T&M basis):

1. Emergency Service is defined as the service required to restore the covered equipment to an operational status following an unexpected interruption in service.
2. Response Time is defined, for purposes of this agreement, as the time from receipt of an emergency call by Unified Power to the arrival of a technician on site at the equipment location.
3. Unified Power will provide Emergency service according to the response time specified in the Proposal.

C. UPS CORRECTIVE SERVICE (Included in FS Agreements, available in PM Agreements on a (T&M) basis):

1. Corrective Service (If covered under FS Agreement):
 - a. Equipment that has not been serviced by Unified Power within 90 days prior the start date of the Agreement is subject to evaluation and certification to decide if it is in acceptable working condition prior to acceptance of this agreement. Evaluation will be performed at the time of initial preventive maintenance visit.
 - b. Non-mandatory field modifications and previously released field modifications are considered pre-existing conditions.
 - c. Evaluation and certification must occur within 30 days of the Agreement start date. As determined by results, any remedial action needed to bring equipment into compliance with manufacturer's specifications will be at Customer's expense.
 - d. Unit must be placed in bypass during completion of evaluation and certification for major PM service. Failure of customer to allow will result in the coverage downgraded to PM only. Corrective action will be billed per Time and Material Rates.
 - e. Should Customer decline to approve such remedial action, the Agreement will be voided, and any payments already received by Unified Power will be refunded, less any charges for services performed.
 - f. Unified Power will provide Corrective service for problems not immediately impacting system reliability on a 0700 to 1800 hours Monday through Friday basis.
2. Parts Usage (If covered under FS Agreement):
 - a. Parts used in repair of equipment specified in the Agreement are included; replacement coverage is limited to the annual value of the Service Agreement. Parts used to total a value in excess of the annual agreement value will be supplied upon client approval and invoiced.



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- i. Exceptions: Power Modules, Batteries, major magnetics, external breakers, full AC or DC capacitor banks.
- ii. All parts replaced under this Agreement will become property of Unified Power.
- b. Customer parts used under this Agreement will be replaced.
 - i. Exceptions: Batteries, major magnetics, external breakers, full AC or DC capacitor banks.

D. BATTERY, GENERATOR, & ELECTRICAL SERVICES:

- 1. Should battery and or generator maintenance be provided by Unified Power within this Agreement, services will be performed in accordance with general manufacturer's recommendations and standard industry practice as outlined in the attached Scopes of Work as applicable
- 2. Scheduled Maintenance terms apply, See Section A.
- 3. Corrective, Installation & project services will be proposed separately and billed per project or T&M rates.

E. LOCATION AND ACCESS:

- 1. The maintenance of equipment is limited to the location specified in the Agreement.
- 2. The customer will provide adequate working space and facilities for use by Unified Power and proper storage of parts
- 3. Customer will allow Unified Power ready access to site and equipment, subject to Customer's reasonable internal security and safety rules
- 4. Delays & cancelations caused by Customer are billable.

F. SAFETY REPRESENTATIVE:

- 1. Customer agrees to provide a safety representative who will be available at the equipment location whenever Unified Power is performing services under this Agreement. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

G. CUSTOMER RESPONSIBILITIES (applicable to equipment under FS coverage only):

- 1. Customer shall provide the following:
 - a. Inspection and replacement of air filters on a routine basis
 - b. All applicable equipment areas kept clean and free of loose debris
 - c. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit
 - d. Humidity control in all applicable equipment areas
 - e. Covered equipment areas maintained free of corrosive elements

H. TERM and TERMINATION:

- 1. Service under this Agreement will begin on the effective date of this Agreement ~~and shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time.~~ Customer will be provided written notice of renewal approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event the Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to expiration.
- 2. Notwithstanding the foregoing, Unified Power may terminate this Agreement at any time upon thirty (30) days written notice. In the event of early termination of FS coverage, the prorated portion will be returned.

I. EXCEPTIONS & EXCLUSIONS:

- 1. If covered equipment is no longer supported by the original equipment manufacturer, has reached end of life, or the model has been replaced, the repair labor and parts required to repair failed equipment will be provided on a "best-effort" basis. Should parts be unavailable for equipment under FS coverage, the Agreement will be reduced to PM Only and pro rata value for the balance of the contract term will be refunded.
- 2. In the event covered equipment fails and is deemed "beyond repair," Unified Power will refund the unused portion of the corrective maintenance term associated with the failed unit.



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3. Equipment modification or any additional services or testing beyond the scope described herein and attached and testing of equipment modifications made by the Customer are excluded.
4. Field modifications issued by a manufacturer during the term of the Agreement are not covered under Corrective Service unless they pose safety concerns and are subject to the availability of OEM services to Unified Power
5. Reset of alerts, timers or adjustments protected by proprietary software are excluded.
6. Labor will be charged to Customer at the current Time & Material rates for the repair or service of the equipment under FS coverage, in the event any of the following conditions occur during the term of the Agreement:
 - a. Persons other than Unified Power attempt to repair or maintain the equipment covered by this Agreement.
 - b. Damage to the equipment covered by this Agreement results from acts of God or all external causes including, but not limited to, all insurable risks.
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness.
 - d. Unified Power is required by the Customer to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be the Customer's sole responsibility.
 - e. Failure of or damage to equipment covered by this Agreement resulting from failure of Customer to order quoted replacement of parts excluded from FS coverage.
 - f. Repairs or adjustments requiring manufacturer's proprietary software not available to Unified Power. Unified Power will facilitate such services between Customer any applicable manufacturer as necessary.



Certificate Of Completion

Envelope Id: 36696DFAB2B644CFA3F0D8FD68F4EAF1

Status: Completed

Subject: SIGNATURE - 2024-25 Renewal 800MHz UPS Maintenance (OPD/15-011)

Source Envelope:

Document Pages: 7

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

10/8/2024 8:09:14 AM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Kristi Van Vleet

kvanvleet@ocalafl.gov

Assistant City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:



973C5540758943D...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 10/8/2024 8:12:10 AM

Viewed: 10/14/2024 9:38:44 AM

Signed: 10/14/2024 9:50:24 AM

Electronic Record and Signature Disclosure:

Accepted: 10/14/2024 9:38:44 AM

ID: e3b65e44-9000-4fdd-a087-14293782fdc5

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 10/8/2024 8:12:11 AM

Viewed: 10/13/2024 6:29:16 PM

Signed: 10/13/2024 6:29:32 PM

Electronic Record and Signature Disclosure:

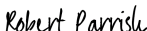
Not Offered via DocuSign

Robert Parrish

jeff.kuzmick@unifiedpowerusa.com

Security Level: Email, Account Authentication
(None)

Signed by:



D223D2CEAC25403...

Signature Adoption: Pre-selected Style

Using IP Address: 72.239.225.196

Sent: 10/8/2024 8:12:11 AM

Viewed: 10/8/2024 8:53:03 AM

Signed: 10/8/2024 8:53:37 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2024 8:53:03 AM

ID: 57cb3554-63b0-442b-bedd-c87981f78f9e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2024 8:12:11 AM
Certified Delivered	Security Checked	10/8/2024 8:53:03 AM
Signing Complete	Security Checked	10/8/2024 8:53:37 AM
Completed	Security Checked	10/14/2024 9:50:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.