

Unified Power

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Keeping You in Power

Williamson County Emergency Communications
2020-2021 Williamson County Emergency Communications
Proposal #: 104202 - Rev: 2
Date: 05/11/2020

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2020-2021 Williamson County Emergency Communications

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Description	Rate	Quantity	Price
Service Plan Includes: 7x24 "4" hr Emergency Response, 7x24 Part and Labor for the UPS Electronics Major UPS & Battery PM (7x24) Minor UPS & Battery PM (7x24) Quarterly Battery PM (7x24) Equipment to be Serviced Toshiba 1600XP SN# 120302889 Toshiba 1600XP SN# 120100335 Toshiba G9000 SN# 12-7E4216380013 Eaton 9170 SN# EA201T0028 Eaton 9170 SN# EY434T0029 Agreement Period 11/1/2020-11/30/2021	\$22,058.00	1	\$22,058.00
Battery Replacement Service Remove, Replace and Install (420) Batteries in the (2) Toshiba 1600XP & (1) Powerware 9170	\$10,778.00	1	\$10,778.00
Site Total:			\$32,836.00

Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$32,836.00
Tax	\$0.00
Total	\$32,836.00



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Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
11/01/2020	11/30/2021	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

Williamson County Emergency Communications

Signature Steve Gottlieb

Signature: _____

Date: 1/14/2021

Date: _____

Printed Name: Steve Gottlieb

Printed Name: _____

Title: EVP Sales & Business Development

Title: _____





Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
 - a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
 - b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

*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 AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer's recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.





G. TERM and TERMINATION:

1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this 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 any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
 - d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
 - e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
 - f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
 - g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
 - h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

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

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:
 - a. A Safety Representative, as provided for in Paragraph I;
 - b. Inspection and replacement of air filters on a routine basis;
 - c. All applicable equipment areas kept clean and free of loose debris.
 - d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
 - e. Humidity control in all applicable equipment areas to prevent condensation;
 - f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:



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1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: Unified Power agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Unified Power which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Unified Power agrees that customer shall have access during normal working hours to all necessary Unified Power facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. customer shall give Unified Power reasonable advance notice of intended audits.



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Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14





UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- D. Inspect all DC capacitors for signs of leakage.
- E. Inspect all AC capacitors for signs of leakage.
- F. Inspect and inventory all customer owned spare parts.
- G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters

- A. DC Ground Detection Offset
- B. Inverter leg current average balance
- C. Output filter current average phase balance
- D. Rectifier bridge current average leg balance
- E. AC Protection settings and operation
- F. DC Protection settings and operation
- G. Input and Output Frequency and Voltage Bandwidth settings.
- H. Verify DC filter capacitance.
- I. Verify AC tank and trap filter capacitance.
- J. Power Supply voltages and waveforms.
- K. Replace Power Module power supply back up control battery cells.
- L. Static Switch leakage testing

III. External Operating Parameters

- A. System Input Voltages (all phases)
- B. System Input Currents (all phases)
- C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- I. Outage simulation, and battery capability testing, and verify charger current limit.
- J. Generator operation and interface verification.

IV. Environmental Parameters





- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS Power Module
- C. General Cleanliness of UPS area.
- D. Replace all air filters.
- E. Clean control panel/CRT screen.3
- V. Battery Cabinet Checks
 - A. General appearance of Battery System (all types)
 - B. General cleanliness of Battery System area. (all types)
 - C. Battery System area ambient temperature and condition of ventilating equipment.
- VI. Monitoring System Parameters
 - A. Alarm archive review and printing
 - B. Alarm lamp test - local and remote
 - C. Replace all open monitor bulbs
- VII. General
 - A. Customer Consultation
 - B. Verbal Recommendations
 - C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14



UPS Minor Inspection

Attachment U201

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect the proper operation of all cooling fans.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all DC capacitors for signs of leakage.
- D. Inspect all AC capacitors for signs of leakage.
- E. Inspect and inventory all customer owned spare parts.
- F. Inspect for and note any open engineering changes.

II. Internal Operating Parameters

- A. Rectifier bridge current average leg balance.
- B. Inverter leg current average balance.
- C. Power Supply voltages and waveforms.
- D. Power Supply back up control battery cell voltages.
- E. Output filter current average phase balance.

III. Environmental Parameters

- A. UPS area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. Cleanliness of UPS Power Module.
- D. Cleanliness of UPS area.
- E. Cleanliness of all air filters (replace if necessary)

IV. Battery Checks

- A. Battery System area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. General appearance of Battery System (all types)
- D. General cleanliness of Battery System area. (all types)

V. Monitoring System Parameters

- A. Download of alarm history / event queue.
- B. Download of present front panel metering values.
- C. System Input Voltages, Currents, and Frequency (all phases).
- D. Rectifier Input Voltages, Currents, and Frequency (all phases).
- E. DC Charging Voltages and Current
- F. Inverter Output Voltages, Currents, and Frequency (all phases).
- G. System Output Voltages, Currents, and Frequency (all phases).
- H. System Bypass Voltages and Currents (all phases).



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- I. Download of battery self-test data
 - J. Download of unit configuration report
 - K. Operation of control and status panel lamp tests - local and remote
 - L. Operating status of remote monitor status panels
- VI. General
- A. Customer Consultation
 - B. Verbal Recommendations
 - C. General Observations
 - D. Submit Report within 5 days

Rev. 02/28/14





Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
 - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
 - Cell/unit covers, containers, and post seals.
 - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
 - Spot check torque on battery rack frames, rails and braces.
 - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
 - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
 - Float and equalize voltage settings.
 - Operation of output current and voltage meters.
 - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
 - Check for warning/hazard labels and operation information placards.
 - Inspect area for safety equipment if required.
- Provide Customer with a written report:
 - Describe condition of the batteries and any maintenance which Contractor deems necessary.
 - Submit Report within 5 days

Rev. 9/17/13





Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates are subject to change

Travel and Labor Rates^{*}

Service Type	Regular Hours ¹	Off Hours ²	Holiday
UPS Services	\$150.00/Hour	\$215.00/Hour	\$300.00/Hour
DC/Electronic Services	\$150.00/Hour	\$215.00/Hour	\$300.00/Hour
Battery Services	\$120.00/Hour	\$180.00/Hour	\$235.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	Current IRS Rate		
Materials//Parts	Current Pricing, FOB Destination		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19

