
WILLIAMSON COUNTY SERVICES AND PURCHASE CONTRACT

(On Computer Services, LLC dba Unified Power)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **On Computer Services, LLC dba Unified Power** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Proposals being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposals meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Proposals being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit “A” and County’s solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year (“Initial Term”). At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for two (2) additional one-year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed three (3) years.

Exercise of the renewal option is at the County’s sole discretion and shall be conditioned, as a minimum, on the Contractor’s performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Contract. The County and the Service Provider agree that termination shall be the Service Provider’s sole remedy if the County choose not to extend this Contract for an additional one (1) year term.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Twenty-Two Thousand Eight Hundred and Forty-Five Dollars and Nine Cents (\$22,845.09). 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 the County 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 the County 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 the County'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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea.	Accident
Bodily Injury by Disease	\$500,000 Ea.	Employee
Bodily Injury by Disease	\$500,000	Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises,	\$1,000,000	\$1,000,000

*completed operations
and contractual)*

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

IX.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE

PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

X.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees,

agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposals, and being marked **Exhibit "A,"** which is incorporated to the extent the Proposals meets or exceeds the requirements of County's solicitation, if applicable;
- B. And cooperative purchasing contract or agreement applicable to this this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURES TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

SERVICE PROVIDER:

On Computer Services, LLC dba Unified Power
Name of Service Provider



Authorized Signature

Robert Bundrant, RVP
Printed Name

Date: _____ April, _____ 18, 2023

Cooperative Purchasing Contract or Agreement (if applicable): _____

EXHIBIT A

Unified Power

Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com
www.unifiedpowerusa.com



EXHIBIT A

Keeping You in Power

Williamson County Emergency Communications
Williamson County Emergency Communications Contract Renewal
Proposal #: [REDACTED]
Date: 04/05/2023



Williamson County Emergency Communications Contract Renewal

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

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Tosh ba	120302889	120	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	\$2,646.43
UPS 1 BAT 1	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 2	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 3	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 4	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 1 BAT 5	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 2	Tosh ba	12-7E4216380013	80	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	\$7,312.14
UPS 2 BAT 1	Narada		40	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 2 BAT 2	Narada		40	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3	Tosh ba	120100335	120	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	\$2,646.43
UPS 3 BAT 1	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 2	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 3	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 4	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 3 BAT 5	CSB		24	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4	Eaton Powerware	EA201T0028	180	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	\$3,187.62
UPS 4 BAT 1	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 10	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 11	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 12	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-





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

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 4 BAT 13	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 14	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 15	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 16	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 17	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 18	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 2	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 3	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 4	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 5	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 6	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 7	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 8	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 4 BAT 9	CSB		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5	Eaton Powerware	EY434T0029	180	FS/P/4hr	1 Major 7x24 / 3 Minor 7x24	\$3,290.38
UPS 5 BAT 1	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 10	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 11	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 12	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 13	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 14	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 15	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 16	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 17	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 18	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 2	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-



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

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 5 BAT 3	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 4	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 5	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 6	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 7	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 8	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
UPS 5 BAT 9	Gruber		10	PM/4hr	Quarterly VRLA, (1) Annual, (3) Qtrly 7x24	-
Site Total:						\$19,083.00

Coverage Legend

Coverage	Description
FS/P/4hr	Full Service, Parts & Labor for the UPS, 4hr Emergency Response Time 7x24
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable

Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$19,083.00
Tax	\$0.00
Total	\$19,083.00





Annual Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
04/05/2023	04/04/2024	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

Multi-Year Service Contract Pricing Options

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

Year 1: \$19,083.00

Year 2: \$19,083.00

Year 3: \$19,083.00

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

() Initial here if you would like to purchase the Multi-Year option

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

<https://unifiedpowerusa.com/terms-and-conditions>

Unified Power's Standard Terms 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

Signature:

Date: 4-18-2023

Printed Name: Robert Bundrant

Title: Regional Vice President

Williamson County Emergency Communications

Signature: _____

Date: _____

Printed Name: _____

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:





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.



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).





- 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	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
DC/Electronic Services	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
Battery Services	\$140.00/Hour	\$220.00/Hour	\$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed in accordance with the Williamson County Vendor Reimbursement Policy		
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



Unified Power

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www.unifiedpowerusa.com



Keeping You in Power

Williamson County Emergency Communications
Battery Module Replacements
Proposal #: [REDACTED]
Date: 04/05/2023



Battery Module Replacements

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	Price
Battery packs, Shipping and Labor to remove, replace and recycle (4) filled battery modules, UPS 4 SN: EA201T0028 string 1, UPS 5 SN: EY434T0029 String 2 during normal business hours. *Adder for after hours labor: \$492.31 *Shipping is standard ground. Special delivery requirements not mentioned above will incur additional costs*	\$3,762.09

Comments

Site Contact: Jeff Spencer
Phone: (512) 864-8020
Email: jeff.spencer@wilco.org

Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$3,762.09
Tax	\$0.00
Total	\$3,762.09



Cameron Edmondson
Cameron.Edmondson@unifiedpowerusa.com



Unified Power's Terms & Conditions will apply to orders based on this proposal.
<https://unifiedpowerusa.com/terms-and-conditions>

Unified Power's Standard Terms 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

Signature: _____

A handwritten signature in black ink, appearing to read 'R. Bundrant', written over a horizontal line.

Date: 4-18-2023

Printed Name: Robert Bundrant

Title: Regional Vice President

Williamson County Emergency Communications

Signature: _____

Date: _____

Printed Name: _____

Title: _____

