

RESOLUTION NO. 2018-094

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A SERVICES AGREEMENT WITH FLORIDA POWER TECHNOLOGIES, INC., FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF BATTERIES, TECHNICAL SUPPORT AND INCIDENTAL BATTERY AND PARTS REPLACEMENT, FOR A TERM COMMENCING ON OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, IN AN ANNUAL AMOUNT NOT TO EXCEED \$74,406.00; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE SERVICES AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, Florida Power Technologies, Inc. installs, maintains, and replaces batteries, hardware and connections, provides costumer support including parts, 24-hour labor, travel and freight, all services integral to our power supply system; and

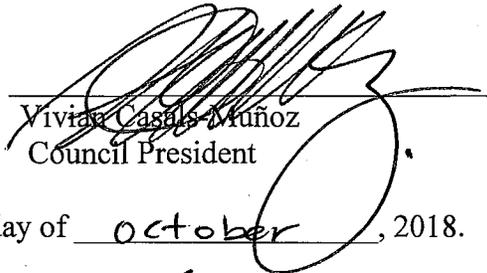
WHEREAS, the City finds it is in the best interest, health and welfare of the community to contract with Florida Power Technologies, Inc. to continue providing maintenance and support services to the City's power supply system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

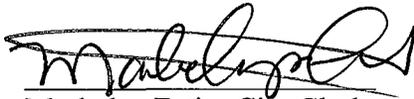
Section 1: The City of Hialeah, Florida hereby approves a maintenance agreement with Florida Power Technologies, Inc., a Florida corporation, for the installation, inspection, and maintenance of batteries, technical support and incidental battery and parts replacement, for a term commencing on October 1, 2018 through September 30, 2019, in an annual amount not to

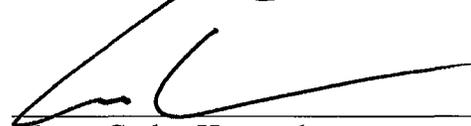
exceed \$74,406.00, and further authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the services agreement attached hereto and made a part hereof as Exhibit "1". All action taken to date by officers of the City in furtherance of the performance of this agreement is hereby approved, confirmed and ratified.

PASSED AND ADOPTED this 9 day of October, 2018.

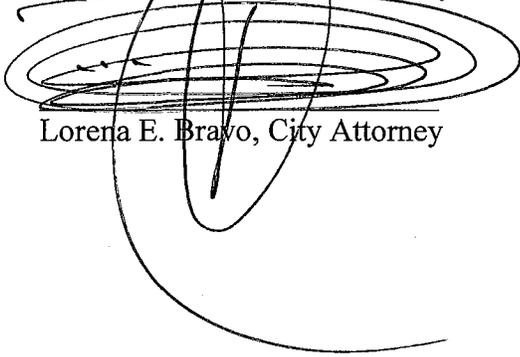

Viviana Casals Muñoz
Council President

Attest: Approved on this 15 day of October, 2018.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 5-0-2 vote with Councilmembers, Zogby, Casals-Munoz, Caragol, Hernandez, and Garcia-Martinez voting "Yes" and with Councilmembers Cue-Fuente and Lozano absent.



SERVICE PROPOSAL FOR APC-MGE SCHNEIDER-ELECTRIC PRODUCTS

Reference:	FPTQ081318-8268
Issue Date:	AUGUST 13, 2018
Revise Date:	
Valid Until:	OCTOBER 15, 2018
S/N Links:	A07-10240, PS1333330879

Service Type:	SERVICE RENEWAL
Prepared For:	Radio Tower Sites
Contact:	Chief Patrick Flynn
Phone:	(786) 269-7532 Cell
Email:	pflynn@hialeahfl.gov

Invoice To: City of Hialeah
 Address: P.O. Box 110040
 Address: Hialeah, FL 33011
 Attn: Accounting Department

Ship To: Various Sites
 Address:
 Attn: Chief Patrick Flynn

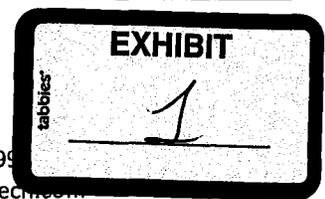
PERFORMANCE PERIOD STARTS:	October 1, 2018
PERFORMANCE PERIOD ENDS:	September 30, 2019

For Questions Contact: Louis DeFelice – Ldefelice@fpowertech.com (954) 343-8745

We are pleased to offer a proposal for the following goods and services. Our bill of material is intended to reflect our interpretation of your stated requirements or the request of the Factory Field Engineer. We reserve the right to make changes to the bill of material and prices if additional information becomes available. All proposals are subject to approval.

Line	QTY.	DESCRIPTION OF GOODS AND SERVICES	Price
1	1	Annual Service. Service Period is October 1, 2018 – September 30, 2019 Preventative Maintenance Contract on the Batteries. Contract for 4 UPS Battery Systems, 2 visits per year. Includes visually inspecting each battery for damage & wear. Visually inspect hardware and connections. Take readings on each battery and generate report. There is a quantity of 200 batteries for all the MGE equipment. This service will be performed two times per year. Incidental battery replacement. We will supply & install <u>up to</u> 10% (20 Batteries) deemed necessary to replace during the contract period. This will be done when batteries are found to be needed for replacement during a PM visit or on an emergency visit. Includes parts, labor & freight. Preventative Maintenance is essential to help ensure system availability.	\$42,858.00
2	5	Service Period – October 1, 2018 – December 31, 2018. One Year Factory Advantage Ultra Service Contract. On (4) Schneider Electric Galaxy 3000 UPS System, and (1) Schneider- Electric VT Series UPS. Coverage Includes Parts, 24 Hour Labor, Travel. January 1, 2019 – September 30, 2019. The Galaxy 3000 is designated by the factory as an End of Life Product. For Galaxy 3000 Product ONLY- Parts Coverage is "Best Effort". Parts MAY become scarce as the 2019 calendar year progresses. We will make our best effort to supply critical parts. At some point in 2019 parts will no longer be accessible.. One Normal Hour Preventative Maintenance (PM) Visit; Included Options: 4 hour response, upgrade to off hour PM- Apply to October 1, 2018 – September 30, 2019 Excludes Batteries & AC DC CAPS.	\$31,548.00
CONTRACT PERIOD OCTOBER 1, 2018– SEPTEMBER 30, 2019:			\$74,406.00

Continued...



Reference:	FPTQ081318-8268
Issue Date:	AUGUST 13, 2018
Revise Date:	
Valid Until:	OCTOBER 15, 2018
Page:	2 of 2

Payment terms are net 30 days. Battery and service terms and conditions (attached) apply

Please Issue Purchase Order as follows:

**Florida Power Technologies, Inc.
2740 SW Martin Downs Blvd., #188
Palm City, FL 34990
Reference: FPTQ081318-8268**

We hope this proposal meets your expectations and you favor us with an order. We will contact you shortly to discuss our offering in detail. Should you desire additional information in the meantime, please do hesitate to contact us.

*"Thank you! - For the opportunity to **EARN** your business"*

Respectfully Submitted By
Louis DeFelice
Florida Power Technologies, Inc

Florida Power Technologies, Inc.
Terms & Conditions for:
City of Hialeah 2018-2019

ACCEPTANCE

These Standard Terms and Conditions of Sale ("Terms") apply to all sales for products ("Products") furnished by Florida Power Technologies, Inc. ("FPT") to buyer, or in such case the ultimate end user ("Buyer"), unless otherwise expressly modified in a written document signed by an authorized officer of Florida Power Technologies, Inc. and Buyer. Shipment of Products, acceptance of payment or any inaction by FPT shall be for Buyer's convenience only and shall not constitute FPT's consent to or acceptance of any additional or different terms from that stated in these Terms. Buyer's acceptance of any Products or services shall be deemed acceptance of the terms and conditions stated herein. These Terms set forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersede any and all other prior or contemporaneous oral or written agreements between them regarding the same. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these Terms and Conditions. No subsequent alteration of these Terms and Conditions whatsoever shall be binding upon FPT unless reduced to writing and signed by an authorized officer of FPT. Any assignment of these Terms and Conditions or any rights hereunder by Buyer shall be void without FPT's written consent which shall not be unreasonably withheld or delayed.

PRICE AND PAYMENT – Applies to product sales

FPT's standard payment terms are Net 30 from ship date and all quotations are valid for 30 days from the date of the quote to Buyer. Further, unless otherwise specified in FPT's quotation, Buyer shall also pay any sales, use, excise or similar taxes, duties or levies now or hereafter enacted or imposed by any governmental authority on the manufacture, sale, delivery and/or use of the Products sold, or at the time of issuing FPT a purchase order, or provide FPT a copy of Buyer's tax exemption certificate. Payment by Buyer shall not be contingent upon payment by a third party. FPT retains the right to charge interest at the maximum rate permitted by law for any payments not paid. Further, in the event of non-payment, FPT retains the right to refuse to provide further product and/or services until payment and/or applicable interest is made to FPT.

SHIPMENT AND DELIVERY

Unless other stated in FPT's quotation, all prices quoted and Products shipped to Buyer are F.O.B. Origin and Buyer shall pay all relative freight, handling, delivery and insurance charges. Shipment dates shall be estimated after receiving these signed Terms. Further, if Buyer's order requires approval of drawings or other engineering designs, then shipment dates shall be estimated after receiving written approval. FPT shall not be liable to or responsible for any damages or loss for delay or default due to any cause beyond FPT's reasonable control, nor shall Buyer have the right to cancel the order due to any delay or default beyond FPT's reasonable control. FPT warrants to Buyer that all Products furnished to Buyer and provided by FPT will conform to manufacturer's written and published specifications and will be free from defects in materials and workmanship. Work and/or services performed during the warranty period are subject to the limitations of liability per the manufacturer. Parts replaced or repaired during the warranty period shall carry the unexpired portion of the original warranty. All FPT provided parts and/or material(s), shall be warranted under the manufacturer's warranty terms and conditions, as they may apply and any warranty provided to FPT by said manufacturer shall pass to the BUYER, except where parts no longer become accessible.

MISCELLANEOUS

- (a) FPT will supply only new equipment to the buyer
- (b) FPT shall not be liable, whether under any warranty of theory of liability, for incidental damages, punitive damages, special or consequential damages including, but not limited to, lost profits, lost savings or revenues or any kind whether or not FPT has been advised of the possibility of such damages. Further, FPT's liability on any claim FOR DIRECT damages, liability, or loss arising out of or in connection with the Products sold herein or from the performance or breach thereof, shall in no case exceed THE PRICE OF THE

**Florida Power Technologies, Inc.
Terms & Conditions for:
City of Hialeah 2018-2019**

PRODUCTS AND/OR SERVICES PROVIDED BY FPT AND PAID FOR BY BUYER.

(c) If installation is required FPT will provide installation services by a third party, licensed Electrical Contractor. The Contractor shall meet insurance requirements by the BUYER. Should a damage claim arise the BUYER agrees to hold harmless FPT and the dispute shall be between the Buyer and the contractor.

(d) The captions used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof.

(e) This project is set to commence immediately upon purchase order acceptance and to be completed within a mutually agreeable period of time. If this project is delayed due for the Customer's convenience by more than 30 days, FPT reserves the right to increase its price for the goods ordered. Any price increase related to changes in the suppliers pricing shall pass along to the Buyer. FPT will submit a price change notification in writing when cost increases necessitate price increases. Written acceptance of the price increase by Customer will be required prior to commencement.

(f) The terms and conditions set forth in these Terms shall supersede and replace in their entirety any and all terms and conditions set forth on the face or reverse side of any Purchase Order or other document presented by Buyer, except for the specific terms of the Purchase Order setting forth the price and scope of work.

(g) By issuing purchase order buyer agrees product meets requirements

(h) Project will commence in stages and FPT will invoice as shipped. Buyer agrees to pay all invoices as issued.

(i) By executing these Terms Signatory represents and warrants to Seller that it has been granted or delegated all requisite power and authority to bind Buyer to performance hereunder.

(j) The factory may designate certain products as "End of Life" and no longer offer full support during the performance period. In certain cases, parts may no longer be accessible. We shall make our best effort to source parts from the factory or other sources. However, we assume no liability if parts are not able to be found.

Company Name:	<u>City of Hialeah</u>	Company Name:	<u>Florida Power Technologies, Inc.</u>
Authorized Signature:	 <hr/>	Authorized Signature:	<i>Louis DeFelice</i> <hr/>
Printed Name & Title:	<hr/>	Printed Name & Title:	<u>Louis DeFelice - President</u>
Date:	<hr/>	Date:	<u>August 13, 2018</u>