RESOLUTION NO. 2014-116

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A MAINTENANCE 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, 2014 THROUGH SEPTEMBER 30, 2015, IN AN ANNUAL AMOUNT NOT TO EXCEED $54,343.00, AND 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;

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, in an annual amount not to exceed $54,343.00, for a term commencing on October 1, 2014 through September 30, 2015, and 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".

PASSED AND ADOPTED this 14 day of October, 2014.

Isis Garcia-Martinez
Council President

Luis Gonzalez - Council Vice President
for Isis Garcia-Martinez- Council President

Attest:

Approved on this 21 day of October, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a 6-0-1vote with Council Members Caragol, Casáls-Muñoz, Cue-Fuente, Gonzalez, Hernandez, & Lozano voting "Yes", & Councilmember Garcia-Martinez, absent.

[redacted] Schneider Electric [redacted] **Florida Power Technologies, Inc.**

Knowledge Experience & Integrity Working for You

SERVICE PROPOSAL FOR APC-MGE PRODUCTS

Service Type: SERVICE CONTRACT Renewal

Our Reference: FPT082814-210
Date Issued: August 28, 2014
Date Revised:
Valid Until: October 15, 2014

INVOICE TO:

Company Name: City Of Hialeah
Street:
City:
State: FL Zip
Contact:
Phone:
EMAIL:

EQUIPMENT LOCATION or SHIP TO ADDRESS

Company Name: City of Hialeah
Street: Various
City: Hialeah
State: FL Zip
Contact: Antonio Arce
PH: 305.883.5821
EMAIL: aarce@hialeah.gov

Contract Start Date: October 1, 2014

End Date: September 30, 2015

Item	QTY	Description of Services	Price
1.	1	**Annual Service. Service Period is October 1, 2014 – September 30, 2015 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 ***up to*** 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.	**$32,717.00**
2.	4	**Service Period – October 1, 2014 – September 30, 2015.** One Year Factory Advantage Ultra Service Contract. Includes Parts, 24 Hour Labor, Travel. One Normal Hour Preventative Maintenance (PM) Visit; Included Options: 4 hour response, upgrade to off hour PM. Excludes Batteries & DC CAPS.	**$21,626.00**
3.		Locally Maintain & review service records. Make recommendations. 24 hour emergency & remedial scheduling assistance	
		TOTAL INVESTMENT OCTOBER 1, 2014 – SEPTEMBER 30, 2015:	$54,343.00

Payment terms Net 30 Days.. Battery service terms and conditions (attached).

Please issue Purchase Order as follows: Florida Power Technologies, Inc. 2740 SW Martin Downs Blvd., #188 Palm City, FL 34990

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 to do hesitate to contact us.

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

Respectfully Submitted By
Louis DeFelice
Florida Power Technologies, Inc

Phone [redacted]8825
2740 SW Mart[redacted]y, FL 34990

EXHIBIT

Florida Power Technologies, Inc.
Terms & Conditions for:
City of Hialeah 2014-2015 Performance Period

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.

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 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.

Florida Power Technologies, Inc.
Terms & Conditions for:
City of Hialeah 2014-2015 Performance Period

Company Name:	City of Hialeah	Company Name:	Florida Power Technologies, Inc.
Authorized Signature:	_____	Authorized Signature:	
Printed Name & Title:	_____	Printed Name & Title:	Louis DeFelice - President
Date:	_____	Date:	9/22/2014