



Tooele County Council Agenda Item Summary

Department Making Request:

Information Technology

Meeting Date:

Pat. CC - 1.04

Item Title:

TechConnect Equipment Maintenance Agreement for 2 ea Gamatronic UPS's.

Summary:

TechConnect Equipment Maintenance Agreement for UPS's. Annual agreement for 2 ea Gamatronic 40kVA UPS's in County Admin Building Data Center for Emergency Maintenance and Preventative Maintenance. This is a budgeted item in Information Technology 2022 Budget.

Please send signed agreement back to Denise Lawrence.



TECHCONNECT

EQUIPMENT MAINTENANCE AGREEMENT – UPS

Customer P.O.# _____ Tech Connect Contract # C2201.009

Company Tooele County IT Contact Denise Lawrence Phone 435-843-3195

Address 47 South Main Street City, State, Zip Tooele, UT 84074

Commencement Date 01/01/2022 Expiration Date 12/31/2022

Equipment Gamatronic 40kVA - A Location _____ SN 1135-754296 Mfg Year 2012

Equipment Gamatronic 40kVA - B Location _____ SN 1042-720138 Mfg Year 2011

Equipment _____ Location _____ SN _____ Mfg Year _____

PM Interval 6 Months

Emergency Maintenance Level (EM) A

Level A: 24 Hours Day/365 Days per Year

Preventative Maintenance Level (PM) C

Level C: Mon-Fri 8 AM to 5 PM

Contract Amount \$ 9,713.00 + Sales Tax

1. Tech Connect agrees to provide Preventative Maintenance (PM) services and Emergency Maintenance (EM) services to the Uninterruptible Power Supply equipment (the "Equipment") installed at customer's location in a professional and timely manner. Under a Standard Full-Service agreement, Tech Connect will provide and bear the cost of all parts, labor, travel, and freight (except as noted in Paragraph 2) for repairs to Equipment due to normal wear and tear. Replacement parts will be furnished by Tech Connect and removed parts, including battery cores, shall belong to Tech Connect. New or recycled parts may be used in repairs, depending on availability. Tech Connect will install upgrades issued by the manufacturer of Equipment. If Tech Connect requires assistance from a third party to complete any repair, Tech Connect will bear the cost of such assistance and customer agrees that Tech Connect may hire such third party to perform any or all of Tech Connect's obligations hereunder. Tech Connect will make reasonable efforts to perform in a timely manner, subject to availability of parts.
2. A Standard Full-Service Agreement does not include the cost of batteries, fans and full fan replacement, and capacitors and full capacitor replacement. Customer agrees to pay the additional cost of such consumable items, including labor, shipping and handling.
3. Customer agrees to notify Tech Connect immediately of Equipment failures. In order to permit Tech Connect to perform the services contemplated herein, Customer shall grant, Tech Connect full access to the Equipment and appropriate use of site equipment and communications facilities at no charge.
4. Customer agrees to pay Tech Connect at the standard Time and Material rate for any service performed at the customer's request outside the contracted time windows or service levels, or for any equipment repair or battery replacement found to be necessary during the initial Inspection/Preventative Maintenance visit, or for service required due to causes other than normal wear and tear such as:
1) Unauthorized repairs or modifications of Equipment by non-Tech Connect personnel, 2) Fault or negligence or misuse on the customer's part, including operation of Equipment in unsuitable environment, 3) Catastrophe, natural disasters, Acts of God, etc. 4) Catastrophic failures, such as fire or explosion inside the Equipment. Tech Connect will not be liable for lost work or damage to other equipment as a result of operation, malfunction, or shutdown of the Equipment covered by this contract.
5. Tech Connect will not be liable for problems that existed in the Equipment prior to the commencement of this contract. Tech Connect's liability to repair Equipment will commence only after Tech Connect's Service Personnel have the opportunity to fully test and evaluate every function including rectifier, inverter, metering, communications, battery system, bypass functions, and all circuit breakers.



EQUIPMENT MAINTENANCE AGREEMENT – UPS

6. End of Life: When parts are no longer available from the manufacturer, Tech Connect's responsibility to repair the Equipment will terminate. Tech Connect will not replace or upgrade the Equipment under this contract.
7. Payment and Cancellation: Payment shall be made in advance in order for this agreement to commence, and before services will be rendered. Tech Connect will invoice and the Customer will pay in a timely manner to renew this contract for each ensuing contract period. Either party may cancel the contract upon 30 days written notice. If the contract is cancelled a prorated refund will be given.
8. Customer agrees to allow Tech Connect to use its name and logo in marketing material. Any mention or use will be used for promotional purposes only.
9. TERMS: I (We) agree that all merchandise, equipment, and services covered by this Preventative Maintenance plan have been authorized, and have been supplied and performed and shall be paid for within 30 days of invoice date, and that A FINANCE CHARGE OF 2 PERCENT PER MONTH will be paid on any account balance remaining. THE PERIODIC RATE OF 2 PERCENT PER MONTH IS AN ANNUAL PERCENTAGE RATE OF 24 PERCENT. Further, all collection costs and attorney fees will be paid by the above serviced on delinquent balances. If paying with credit card, 3% service fee will be added from the total bill.
10. The cost of this plan will be evaluated each anniversary date and the price will be increased or decreased proportionally to changes in labor rates, wholesale commodity prices, or on a determination of too low or too high of fair profit margin.

CUSTOMER ACCEPTANCE

Authorized Signature *Sam A. Walter*
Title: Co. Mgr Date: 1/3/22

TECH CONNECT ACCEPTANCE

Authorized Signature *[Signature]*
Title: ACES Manager Date: 1/14/22

If formal signing is not available immediately, customer acknowledges receipt and review of contract: _____

APPROVED AS TO FORM

Colin R. Winchester 01/03/2022
Colin R. Winchester
Deputy Tooele County Attorney