



## CONTRACT RENEWAL LETTER

**Date:** April 03, 2020  
**Contract #:** UCPJMU4458  
**Service:** Uninterruptible Power Supply (UPS) & Battery Maintenance  
**Renewal Period:** 7/1/2020 to 6/30/2025  
**Renewal #:** 1 of 1 Five-Year  
**Issued By:** James Madison University  
Colleen Johnson, Buyer Specialist  
Ph: 540-568-3137  
Fx: 540-568-7935

**Contractor:** On Computer Services, LLC d/b/a Unified Power  
Attn: Christian Davis  
217 Metro Drive  
Terrell, TX 75160  
Ph: 240-722-1701

**Contract Administrator:** Greg Gum, Information Technology

### **Description of Renewal Notice:**

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase by 2.1% in accordance with the "other services" category of the CPI-W. An updated pricing schedule is attached to this renewal with the Novation Agreement.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

**On Computer Services, LLC d/b/a Unified Power**

**By:**

Christian Davis

*Name (print)*

Vice President Business Development

*Title*

*Date Signed*

**James Madison University**

**By:**

Colleen Johnson,

*Name (print)*

Buyer Specialist

*Title*

*Date Signed*

4/3/2020

**Contract #:** UCPJMU4458

**Contractor:** On Computer Services, LLC d/b/a Unified Power

**Renewal Period:** 7/01/2020 – 6/30/2025

**Commodity:** Uninterruptible Power Supply (UPS) & Battery Maintenance

**Pricing Schedule**

1. Contractor's pricing schedule for the Purchasing Agency is as follows:

Manufacturer	Description	Notes	Total Annual Cost
MGE	UPS ESP3150 150KV <sub>a</sub>	Also known as APC Comet 150KVA	\$1,989.93
	Battery Cabinet	18 Batteries	
	Battery Cabinet	18 Batteries	
Liebert	UPS S610 150KV <sub>a</sub>		\$1,989.93
	Battery Cabinet	40 Batteries	
Liebert	UPS S610 225KV <sub>a</sub>		\$1,989.93
	Battery Cabinet	40 Batteries	
Power Chloride	UPS 90-Net 400KVA		\$1,989.93
	Battery Cabinet	40 Batteries	
	Battery Cabinet	40 Batteries	
	Battery Cabinet	40 Batteries	
Eaton	UPS 9355-30		\$1,989.93
	Battery Cabinet	108 Batteries	
	Battery Cabinet	36 Batteries	
Total:			\$9,949.65

Time and Material Rates	
Monday thru Friday, 6:00 a.m. – 5:00 p.m.	\$117.42/hr
Monday thru Friday, 5:00 p.m. – 6:00 a.m., Saturday, Sunday, & Holidays	\$164.38/hr
The Contractor shall accommodate any requests made by the Purchasing Agency for after-hours preventative maintenance, subject to Field Service Engineer availability.	

2. The Purchasing Agency will issue purchase orders that authorize work to proceed in accordance with the contract and any applicable quote. The Contractor shall not proceed with work without a purchase order.
3. The following are specifically covered under this contract:
- a. 24x7 Emergency Response with 4 hour onsite regardless of level of critically (*Excludes parts and labor*)

- b. Air Filters
  - c. External Maintenance Bypass Cabinets (*PM coverage only. Parts are billable*)
2. The following are not covered under this contract and are billable by the Contractor:
- a. Parts and Labor for any service issue (emergency or presentative)
  - b. Fans
  - c. Capacitors – Individual Capacitors and/or Full String Replacement
  - d. Batteries – Individual Batteries and/or Full String Replacement
4. The Purchasing Agency reserves the right to request alternate technicians or account managers without cause. The Contractor shall accommodate any requests made by the Purchasing Agency within a mutually agreed upon timeframe.
5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.



## **NOVATION AGREEMENT**

This Novation Agreement is entered into as of this 3<sup>rd</sup> day of April, 2020, by and between James Madison University (JMU) and On Computer Services, LLC d/b/a Unified Power (Unified), a Texas corporation, with principal offices located at 217 Metro Drive, Terrell, Texas 75160.

**WHEREAS**, the JMU entered into the following agreement with System Engineering International, LLC d/b/a Critical Power USA (CPU) (hereinafter referred to as the "Contract"):

**Contract No**  
**UCPJMU4458**

**Contract Title**  
**Uninterruptible Power Supply (UPS)**  
**& Battery Maintenance**

**Contract End Date**  
**06/30/2025**

**WHEREAS**, on September 13, 2016, Unified purchased and acquired the assets and interests of CPU:

**WHEREAS**, Unified has assumed all obligations and liabilities of CPU under the Contract by virtue of the above purchase in accordance with COMAR 21.05.02.24B;

**WHEREAS**, United acknowledges in all respects that the Contract signed above in the name of CPU is a binding obligation of Unified, and that Unified is the duly constituted party to contract in all such matters;

**WHEREAS**, Unified is in a position to fully perform all obligations that exist under the Contract; and

**WHEREAS**, the JMU and Unified desire to confirm and ratify the Contract, subject only to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Unified agrees to be bound by and perform the Contract in accordance with the terms and conditions therein. Unified assumes all obligations and liabilities of, and all claims against, CPU, under the Contract as if Unified were the original party to the Contract.
2. Unified ratifies all previous actions taken by CPU with respect to the Contract, with the same force and effect as if the action had been taken by Unified.
3. Unified further warrants and represents that it is qualified to do business in the State of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified and that it is not in arrears with respect to the payment of any monies due and owing the State of Virginia or any unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract or any extensions or renewals thereof.

217 Metro Dr.  
Terrell, TX 75160  
P 972.524.6050  
F 972.524.7954

877.469.4846  
[www.unifiedpowerusa.com](http://www.unifiedpowerusa.com)

9351 A-B Philadelphia Rd.  
Baltimore, MD 21237  
P 410.391.4222  
F 410.391.4011



4. The JMU recognizes Unified as CPU's successor-in-interest in and to the Contract. Unified by this Agreement becomes entitled to all rights, title, and interests of CPU in and to the Contract as if Unified were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor" as used in the Contract shall refer to Unified.
5. All payments and reimbursements previously made by the JMU to CPU and all previous actions taken by the JMU under the Contract shall be considered to have discharged those parts of the JMU's obligations under the Contract. All payments and reimbursements made by the JMU after the date of this Agreement in the name of or to Unified shall have the same force and effect as if made to CPU and shall constitute a complete discharge of the JMU's obligation under the Contract, to the extent of the amounts paid or reimbursed.
6. Unified agrees that the JMU is not obligated to pay or reimburse it for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the purchase or this Agreement, other than those that the JMU in the absence of this purchase or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
7. Unified warrants and represents that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract and it shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract.
8. The Federal Tax Identification Number of Unified is 83-4701147
9. Except as expressly set forth herein, no changes are made or intended to the Contracts and the parties hereby ratify and confirm all of the terms and conditions of the Contracts.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Witness:

On Computer Services, LLC d/b/a  
Unified Power

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

*Steve Gottlieb*

By: Steve Gottlieb

Title: EVP Sales & Business Development

Date: 4/3/2020

Witness:

James Madison University

A solid horizontal line intended for a witness signature.

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

By:

Title: *Bryan Specialist*

Date: *4/3/2020*