

Unified Power

David Simpson III
Phone: (407) 451-9237
David.Simpson@UnifiedPowerUSA.com
www.unifiedpowerusa.com



Keeping You in Power

City of Deltona
City of Deltona: City Hall 20kVA UPS Replacement Proposal
Proposal #: 185785 - Rev: 4
Date: 06/23/2025

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City of Deltona: City Hall 20kVA UPS Replacement Proposal

Invoice To:	End User:
City of Deltona 2345 Providence Blvd Deltona FL 32726	City of Deltona





City of Deltona, 2345 Providence Blvd, Deltona, FL 32725, US

Description	Price
<p>City of Deltona: City Hall 20kVA UPS Replacement Proposal</p> <p>Inclusions:</p> <ul style="list-style-type: none"> • Labor and materials included to replace existing UPS with one (1) new 360 Power Quality / 20kVA UPS. • Delivery, Installation and Startup of new UPS. • Removal of old UPS and properly dispose of. • Re-work existing UPS input and output whips to feed new UPS from existing MBS • Connect external Battery Cabinet to UPS. • Power on UPS and perform start-up. • Verify existing UPS loads are on battery back-up. • Shipping & Handling. <p>Exclusions:</p> <ul style="list-style-type: none"> • Repairs to existing systems outside the scope of this project. <p>Clarifications:</p> <ul style="list-style-type: none"> • Labor is figured as Normal Hours. • Due to the current volatility of commodities, this proposal is valid for thirty-days from date of proposal. <p>Equipment to be installed</p> <p>QTY (1) Power Quality 360 20kVA UPS</p> <ul style="list-style-type: none"> - 20kVA/20kW - 12"W x 34"D x 40"H; 508lbs. - 208/120V, 3-phase in/out - True Double Conversion On-Line - Dual Input - 6-minute Full Load Internal Battery - SNMP Communication Card <p>Qty (1) External Battery Cabinet</p> <ul style="list-style-type: none"> - UPS-360 Power Quality External Battery Cabinet - Provides an additional (20) minutes at full load. () minutes at half load - String of (20) batteries - Dimensions: 29.5"W x 31.6"D x 59"H - Weight: 1,240 lbs. - Matching Black Cabinet <p>Factory Start up and freight included in total price</p>	<p>\$29,972.33</p>

Comments

This quotation is valid for only 30 days; price changes as a result of tariffs are effective when imposed.



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Summary

City of Deltona, 2345 Providence Blvd, Deltona, FL 32725, US		\$29,972.33
	Tax	\$0.00
	Total	\$29,972.33



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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: _____

Printed Name: _____

Title: _____

City of Deltona

Signature: _____

Date: _____

Printed Name: _____

Title: _____





Terms and Conditions

1. Acceptance and Entire Terms and Conditions. All services performed, including but not limited to scheduled, remedial and emergency services (collectively "Services") or products, equipment, batteries or parts ("Products") sold or delivered separately or as part of performing Services sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller), as well as by third party vendors and/or services providers of Seller, on behalf of or to the CUSTOMER ("Customer") named in the attached Proposal (the "Proposal") shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal. Neither commencement of performance nor delivery by Seller shall be considered or construed as acceptance of Customer's supplemental or conflicting terms and conditions. Seller's failure to object to conflicting or added terms will not change or add to the terms of this agreement. A customer's acceptance of the Products and/or Services from Seller shall be considered to constitute acceptance of the terms and conditions contained herein.

2. Delivery, Delays and Title. Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

3. Warranty and Seller's Limitation of Liability. Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products (or for any longer warranty period provided by a Product manufacturer, which warranty shall be passed directly to Customer), Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY Seller, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, Seller SHALL NOT BE LIABLE INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER INDIRECT LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO Seller OR COULD HAVE BEEN REASONABLY FORESEEN BY Seller.

4. Indemnity. Subject to Section LIABILITY herein, Seller shall defend, indemnify and hold harmless Customer, its officers, employees and agents from and against any and all claims, liabilities, damages, demands, losses, causes for action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligence acts, errors, omissions or willful misconduct of Seller, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Seller, its employees or agents.

5. Force Majeure. Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for nonperformance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, as its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer.

6. Returns. Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by its authorized agent.

7. Cancellations. All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

8. Price. All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.





9. Payment. Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorney's fees and court costs.

10. Default. The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set for the in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customer's outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Seller's rights hereunder. Seller's rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void

11. Taxes. In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

12. Governing Law. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customer's agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customer's last known address.

13. Nonassignability. This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller

14. Severability. If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. Holiday Scheduling. Seller recognizes nine (9) holiday events each year ("Holidays") and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Seller's Holiday schedule and Customer's scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

16. Holiday Scheduling. Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following





methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

17. General Provisions.

- a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.
- b. Seller reserves the right to subcontract any of the work to one or more subcontractors.
- c. For sales of Products (equipment/parts/materials) with installation, Seller shall retain the right to bill for Products separately from labor if installation is delayed by Customer
- d. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.
- e. The sale of any Service and Products ordered by the Customer which are not included within the scope of Seller's Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Seller's Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized agent of Seller
- f. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.
- g. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.
- h. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.
- i. The parties hereto covenant and warrant that the persons executing any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto

-END OF TERMS AND CONDITIONS-