

5/18/2017

Cary F. Gielniak
Maricopa, City of
P.O.Box 610
Maricopa, AZ 85138

Subject: Contracting Proposal
Titan Power Proposal #: 15272
Customer Solicitation # (if applicable):

Dear Cary F. Gielniak,

Titan Power is pleased to have the opportunity to submit a Contracting Proposal for your review and consideration. Enclosed please find Titan Power's proposal, along with supporting information and documentation for your reference. We have taken great care to be as thorough as possible in our submittal of this proposal.

As an industry leading specialized contractor for critical power and air environments, Titan Power pledges to provide a superior level of service and reliability through several key differentiating factors:

- **Licensed Contractor** - Commercial Contractor in the states of Arizona, California and Nevada
- **Experience** - Complete over 50 turnkey critical power and air equipment installations on average every year
- **Support** - 24 x 7 x 365 Support and Emergency Service
- **Single-Source Solution** - We provide, install and service all major brands of equipment from over 35 different manufacturers
- **Competitive Pricing** - History of high sales volume with suppliers, passing top-tier level pricing and discounts to the customer

Thank you for your interest in Titan Power as your specialized contractor for your critical environment. We look forward to working with you and Maricopa, City of on your critical power or air requirements now and in the future. Should you have any questions or require any additional information please feel free to contact me.

Sincerely,

Elena Velazquez

Elena Velazquez
Account Representative
O: 480-968-3191, x104 | M: 480-223-3232 | F: 480-968-3111
elenav@titanpower.com | www.titanpower.com



CONTRACTING PROPOSAL

Proposal Number: 15272

Corporate Office

7031 W. Oakland St. | Chandler, Arizona 85226
 (800) 509-6170 | Office: (480) 968-3191 | Fax: (480) 968-3111
 | info@titanpower.com

CUSTOMER ADDRESS	PROJECT LOCATION
Contact: Cary F. Gielniak	AZ State Contract ADSPO12-026687
Maricopa, City of	Maricopa, City of
P.O.Box 610	39700 W Civic Plaza
Maricopa, AZ 85138	Maricopa, AZ 85138

L/I	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.00	Engineering	\$1,800.00	\$1,800.00
2	1.00	<p>POWERWARE 93E Model 40 (1) 40 kVA Uninterruptible Power Supply System Rating: 40 kVA / 32 kW (.8 PF) Input Voltage: 208/120 VAC, three phase, 4 wire plus ground, 60 Hz Output Voltage: 208/120 VAC, three phase, 4 wire plus ground, 60 Hz Configuration: UPS and Internal batteries located in UPS cabinet Run-Time: 12 Minutes at 32kW Full Load Dimensions: UPS with Internal Batteries 74.9" H x 23.6" W x 31.5" D (1,500 lbs.)</p> <p>The UPS System Includes the Following: * Double Conversion Online (IGBT) PWM Rectifier/Inverter with DSP control. * Redundant Cooling Fans * Internal Static Switch * Advanced Battery Management (ABM, \$) Technology. * Local Emergency Power Off (EPO) * Hardwire Input/Output * Network Card * Operations Manual * LCD Display with UPS system metering including the following screens: o Meter Screen \sqrt{V} Voltage, Current, kW, kVA, frequency. o UPS Status and visual indication of power flow. o Utility Statistics Screen \sqrt{V} number of outages, etc. o Battery Screen \sqrt{V} charging & discharging status o Alarm Event Screen. \sqrt{V} History logging. o Control menu allows UPS, Battery and UPM Functions.</p> <p>EATON POWERWARE ONE-YEAR WARRANTY & START-UP Using standard procedures, the Powerware field engineer inspects the installation, mechanically and electrically checks out the module, and commissions the system to critical load. System operation is verified with the critical load if such load is available at time of start-up. The following is included in the standard one year warranty: * 7x24 Start-up * Customer Operation Training; Warranty Registration</p>	\$18,600.00	\$18,600.00
3	1.00	(1) 93E 40-60 kVA SIAC-B - Slim line Bypass for Single Feed Maintenance Bypass Sidecar 74.9" H x 8.0" W x 31.5" D (252 lbs.)	\$2,352.00	\$2,352.00
4	1.00	Network Card -MS/SNMP for UPS Monitoring.	\$324.00	\$324.00
5	1.00	Freight / Shipping & Handling	\$432.00	\$432.00
6	1.00	Rigging Bringing the UPS off the dock and setting in place in the IT room.	\$1,800.00	\$1,800.00

7	1.00	Permitting as needed	\$600.00	\$600.00
8	1.00	Electrical SCOPE OF WORK *Install Electrical for 40 upgradeable to 60 kVA UPS. *New UPS to be located at end of row in Server Room. *Install 175 Amp Feeder from existing Panel LEB1A. New Panel Interior with 175 Amp Breaker to be installed during Scheduled Outage. *Install 175 Amp UPS Output Distribution Panel by Door in Server Room. *Install approximately fourteen (14) L6-30 Receptacles for Server Racks. During Scheduled Outage *Remove existing Panel Interior for Panel LEB1A. *Install new Panel Interior and terminate. *Assist with Start Up and Testing of UPS	\$25,161.60	\$25,161.60
9	1.00	General Conditions, Overhead & Project Management All Titan Power travel, expenses, incidentals, overhead, administration and labor associated in managing the project in a timely and efficient manner.	\$3,073.20	\$3,073.20
10	10.00	Installation Services, Hourly Rates Price Per Hour State of Arizona Contract # ADSPO12-026687	\$105.00	\$1,050.00
*By signing customer block below and/or submitting payment, customer agrees to all the terms and conditions as specified in Titan Power's Terms and Conditions *All sales are subject to appropriate sales taxes. Sales Tax, if applicable, may not be included in the proposal unless specifically indicated in the pricing quoted. ROC: AZ 216136, 228490 NV 77127 CA 884661			SUBTOTAL	\$55,192.80
			SALES TAX	\$1,659.53
			TOTAL COST	\$56,852.33

OPTIONS				
L/I	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	1.00	(1) 93E 40-60 kVA Extended Battery Cabinet - 4 Strings - 216VDC Run-Time: 46 Minutes at 32kW Full Load Extended Battery Cabinet 74.9" H x 31.3" W x 31.5" D (2,713 lbs.)	\$9,600.00	\$9,600.00
B				
C				
D				
E				
F				
G				
H				
I				
J				

SHIPPING	
Ship Via: Best Way Ground	Delivery Time: 3-4 weeks ARO

PROPOSAL PARAMETERS
<u>AZ State Contract ASDPO12-026687</u>
Type of Service: Contracting
Drawings, Licenses, Permits: Not included unless otherwise stated in Proposal. All above mentioned work to meet NEC and local codes and to be completed in a workmanlike manner according to local standards.
Payment Terms: 25% down with order. Progressive billing. Equipment billed upon shipment; due net 15 from date of invoice. Remainder of project billed progressively as completed every 30 days; net 30 from date of invoice.
Purchase Order: Send Purchase Authorization to orders@titanpower.com or (480) 968-3111 by fax.
Payments Accepted: check, all major credit or P cards, ACH
CUSTOMER
TITAN POWER

Signature: _____
Print Name: _____
Title: _____
Date: _____
Phone: _____
Email: _____

Signature: *Elena Velazquez*
Print Name: Elena Velazquez
Title: Account Representative
Date: 5/18/2017
Phone: 480-968-3191 Ext.104
Email: elenav@titanpower.com

Titan Power, Inc. | Terms & Conditions | Contracting

1. **DEFINITIONS:** As used in this Service Agreement ("Agreement"): (A) "TPI" shall mean Titan Power, Inc.; (B) "Customer" shall mean the party requesting Titan Power's services; (C) "The Parties" or "a Party" shall mean either Customer, TPI or both. These terms and conditions, in conjunction with any specific terms set out on the attached Proposal or order, or in any other document issued by TPI and specified in the attached proposal, or order, shall constitute the entire contract between TPI and the Customer. No variation of these Terms and Conditions shall be effective or binding upon TPI unless in writing and signed by an authorized employee of TPI.
2. **PROPOSAL AND PRICES:** (A) Written Proposals are valid for 30 days from the date they are issued. Prices are firm for goods that are on order unless the shipping date is beyond 6 months from the date the order was placed. All clerical errors are subject to correction; (B) All proposals, delivery dates and other agreements are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control and dependent upon our prompt receipt of all details necessary for the execution of customer's order; (C) All sales are subject to appropriate sales taxes. Sales Tax, if applicable, may not be included in the proposal unless specifically indicated in the above pricing
3. **ACCEPTANCE OF ORDER:** Orders based on valid proposals are subject to acceptance by an authorized employee of TPI. TPI is not obligated to execute any order received other than in writing.
4. **PAYMENT TERMS:** Payment terms are set forth in the Proposal. New Customers are subject to credit approval. Contracting Projects will be progressive billing and all invoices are due Net fifteen (15) from date of invoice. Final payment shall be upon substantial completion and submittal of the final invoice.
5. **WARRANTIES AND LIMITATIONS:** (A) Contractor grants the customer a one year warranty on workmanship from Substantial Completion and/or date of occupancy. All work will be performed in accordance with any provided required drawings and specifications, National Electrical Code (NEC) and National Electrical Safety Code (NESC). In the event of a claim of defective workmanship, the notice of the warranty claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s) and must be signed by the customer; (B) TPI is a reseller of manufactured equipment. Equipment sold by TPI will have a manufacturer warranty. In the event of a claim of defective equipment, notice of claim must be submitted to manufacturer as outlined in the manufacturer's warranty policy.
6. **CHANGE ORDERS:** Any additional work beyond the initially accepted Proposal, which is requested of or required due to the condition of the building or building code changes shall be performed only after a written Change Order/Addendum is signed by the customer and delivered to contractor. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.
7. **CUSTOMERS COVENANT NONINTERFERENCE:** Customer shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site or interfere in any way with the contractors work.
8. **CONTRACTORS REQUIRED INSURANCE:** Contractor shall provide Certificate of Insurance for General Liability & Workers Compensation naming Owner/Customer as Additional Insured
9. **DELIVERY AND SHIPMENT OF EQUIPMENT AND MATERIALS:** (A) Delivery of the equipment and/or materials to a common carrier shall constitute delivery to the purchaser. TPI cannot be held responsible for damaged goods that were delivered in good condition to the carrier. TPI shall assist customer in making a claim and shall expedite replacement materials to satisfy the claim. Claims must be made within 10 days from the date of shipment; (B) TPI reserves the right to invoice and the Customer shall pay for the value of the goods and/or storage fees in the event shipment is delayed at the customer's request beyond this date. Title shall pass to the Customer on the date of invoice; (C) Any change in equipment or materials at the request of the Customer shall be made only upon approval by TPI. A restocking fee may apply.
10. **DEFAULT:** In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice, the non-defaulting party shall have all remedies at law and in equity for said default. Contractor shall have the right, but not the obligation to suspend or terminate its work(s), to retain all deposits then held and to peacefully repossess all materials previously delivered or installed, for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
11. **ASSIGNMENT:** Neither this agreement nor any warranty granted herein is assignable.
12. **ACT OF GOD AND DELAYS:** In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate or in performing inspections, litigation or any act of God, then the completion of work shall be delayed until a later date and contractor and customer shall sign a change order reflecting the same. If customer declines to sign the change order then this agreement may be terminated by contractor where upon all sums then due to contractor for work(s) completed shall be immediately due and payable to contractor.
13. **GOVERNING LAW:** This agreement is to be governed by the laws of the State in which the work is performed. Venue for any action other than a lien foreclosure may at contractor's option lie in its home county. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement; the prevailing party shall recover its attorney fees and costs.
14. **GENERAL:** This is the entire agreement upon the contractor and customer. There is no representation past or present, by contractor or any person acting for contractor, which does not appear herein. This agreement may not be amended except by a written change order or amendment executed and paid for as provided herein.
15. **SERVERABILITY:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable or invalid, then such part or section shall be struck from these Terms and Conditions and the remainder of this Agreement shall remain in full force and effect.