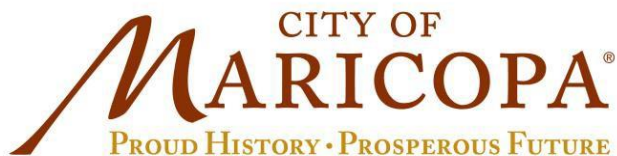


City of Maricopa
UPS Upgrade Project



Submitted to:

City of Maricopa
Tom Brandon
Network Administrator
O: (520) 316-6834
thomas.brandon@maricopa-az.gov
May 18, 2017
Quote # Q-2743R1



Data Specialties, Inc.
1555 W University Drive
Suite 103
Tempe, Arizona 85281
Jeff McCartney
jeff@webuilddatacenters.com
(480) 921- 8134 x231

SCOPE OF WORK

- Purchase and install (1) 20 KVA UPS system
- Receiving, rigging, anchoring and grounding of the new UPS system.
- Install new 100amp 120/208v conduit and wire feeder from panel LEB1A
- Install (1) new 100amp circuit breaker in panel LEB1A
- Purchase and install (5) new Eaton PDU plug strips
- Install (7) PDU Distribution cables from the DSI provided sub panel ~~Eaton UPS sub-panel~~
- Install (7) new underfloor j-boxes with L6-30 receptacle for the new PDU plug strip.
- Install the PDU plug strip in the cabinet and plug into the underfloor receptacle feeding the existing cabinets.
- Remove old unused electrical circuits conduit and wire from the under-floor cabinet area back to a designated underfloor area of customer's choice within the datacenter
- Overtime / cutover time is included
- Start up and testing is included
- Connect to the EPO in the fire panel if required
- DSI will provide a method of procedure for the cutover work
- DSI will provide some move management support prior to the cutover
- DSI will assist in minor cabling relocation during the cutover as needed
- DSI project management, overhead, profit and profit is all included

EQUIPMENT

EATON POWERWARE 9355-20 kVA

- 20 kVA Uninterruptible Power Supply System
- Rating: 20 kVA / 18 kW
- Input Voltage: 208/120 VAC, three phase, 4 wire plus Gnd, 60 Hz
- Output Voltage: 208/120 VAC, three phase, 4 wire plus Gnd, 60 Hz Configuration:
- Single Module Bypass:
- Rotary bypass switch included on front panel Battery:
- Internal battery system Backup Time:
- 18 minutes @ 20 kVA (18 kW) *Includes Output Breaker
- Size / Weight: 66"H x 20"W x 34.1"D (1,160 lbs.)

The UPS System Includes the Following:

- Double Conversion Online (IGBT) PWM Rectifier/Inverter with DSP control.
- Redundant Cooling Fans Internal Static Switch
- Built-in Maintenance Bypass Switch
- Advanced Battery Management (ABM) Technology.
- Local Emergency Power Off (EPO) Hardwire Input/output
- PXGS Network Card Operations Manual
- LCD Display with UPS system metering including the following screens:
 - Meter Screen – Voltage, Current, kW, kVA, frequency.
 - Utility Statistics Screen – number of outages, etc.
 - Mimic Screen – Power flow diagram.
 - Battery Screen – charging & discharging status

- Alarm Event Screen. – History logging.

Eaton Metered ePDU's

- 7 – EMI109-10 (L6-30 plug with (12) C13 and (2) C19, Metered) 10ft Cord

EATON Standard One-Year WARRANTY & START-UP

Using standard procedures, the Eaton 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 One Year Warranty:

- 5x8 Start-up
- Two Year Battery Coverage - Parts
- Customer Operation Training and Warranty Registration

PRICING

This SOW and the Design - Build Agreement or any equivalent agreement in effect between the parties identified below (“Agreement”), are the complete agreement between the parties regarding the Services, and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, hours, or charges to provide any Service; 2) the experiences of other customers; or 3) results or savings Customer may achieve

Description	Detail	Cost
UPS Upgrade	Electrical Services, Eaton 9355-20 kVA UPS, 7 Eaton Metered ePDU's	\$ 56,070.00
Tax		\$ 3024.97
Total Quote		\$ 59,094.97

Exclusions & Clarifications

- Delay due to Eaton UPS not arriving by June 22nd.
- Delays caused by others that require DSI to reschedule activities after we are on site.
- Engineering and permitting.
- Fire department comments or requirements (other than EPO connection to the fire panel if required).
- Low voltage cabling materials for the server relocation.
- HVAC modifications of any kind.
- Disposal of the existing UPS systems.
- Drywall patch and paint (fire caulking for our conduit penetration is included).
- Any items specifically not mentioned in our proposal.
- The above quotation includes equipment cost, start-up costs and freight to jobsite only.



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- The Eaton 9355 System requires 24" on right side of module for maintenance.
- The Eaton 9355 System requires six inches (6") minimum rear clearance for terminations.
- The 9355 UPS models 20 and 30 come with an internal rotary bypass switch.

If you would like to award DSI this proposal, please sign below and return ASAP and we will get your project scheduled.

Agreed to:
City of Maricopa

Agreed to:
Data Specialties, Inc. (DSI)

By: _____

By: Regional Director

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: Chris Bibeau

Date: _____

Date: 5-18-2017

Data Specialties Inc., Standard Terms and Conditions

1. Preface. Data Specialties Inc., is herein referred to as "DSI" and the person or entity purchasing services ("Services") is referred to as the "Customer." These Terms and Conditions, any price list or schedule, quotation, acknowledgement, DSI's scope of work, or invoice from DSI relevant to the provision of Services and all documents incorporated herein or therein, constitute the complete and exclusive statement of terms and conditions of this agreement ("Agreement") governing the sale of Services by DSI to Customer. Any discrepancies between the terms and conditions of the above referenced documents shall be resolved by DSI. **DSI's acceptance of Customer's purchase order is expressly conditioned on Customer's assent to all of the Terms and Conditions contained herein**, including Terms and Conditions that are different or additional to the terms and conditions of Customer's purchase order. This Agreement may only be modified in writing by DSI. Customer's acceptance of the Services, should such be required for any purpose, manifest assent to the terms of this Agreement. DSI reserves the right, in its sole discretion, to refuse orders.

2. Customer Assurances. Customer represents and warrants to DSI that there exists, at the commencement of any Agreement and for all periods hereunder, no legal reason that DSI should deny Services to Customer; and that Customer's use of Services is not for any illegal or injurious purpose or purposes. Customer agrees to furnish DSI, at no cost, suitable working space, storage space, adequate heat, light, ventilation, regulated electric power and outlets for testing purposes. Customer further warrants that there exists no unsafe or dangerous condition(s) at Customer's location such that any person affiliated with DSI will be exposed to such conditions. Customer shall immediately inform DSI, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide DSI with any applicable Material Data Safety Sheets regarding the same. Customer assumes liability for any and all delays to any project attributable in whole, or in part, to customer or any of its officers and/or employees.

3. Indemnity. Customer agrees to indemnify and hold DSI, its officers, employees and its suppliers harmless from and against any loss, claim, demand, expense (including attorney's fees), or liability of whatever nature or kind of Customer, or of third parties, arising out of the use of Services- or Parts necessary to complete such Services- provided by DSI unless such loss, claim, demand, expense or liability is caused by the negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of DSI or DSI's employees, subcontractors or agents.

4. LIMITATION OF WARRANTY, REMEDY AND LIABILITY. DSI warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a one (1) year period from the date such Services are completed, DSI will, provided it is promptly notified in writing upon the discovery of such failure, re-perform such non-complying Services. **The foregoing remedies are the sole and exclusive remedies** for any breach of DSI's Services warranty.



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DSI warrants that any Parts supplied in connection with its services shall be free from defects in the workmanship of material for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, provided DSI is notified in writing upon the discovery of any defect in workmanship or material and further provided that all costs of returning the defective Parts to DSI are pre-paid by Customer, DSI agrees to, at DSI's option, either repair or replace defective Parts, or refund Customer's fees paid for such Parts. DSI's sole liability with respect to Parts furnished to Customer by third party suppliers shall be limited to the assignment by DSI to Customer of any such third

party supplier's warranty, to the extent that the same is assignable. The foregoing remedies are the exclusive remedies for any breach of DSI's Parts warranty. In no event shall DSI have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of DSI, (iii) misuse, fault or negligence of or by Customer, (iv) use of the products in a manner for which they are designed, (v) causes external to the Parts such as, but not limited to, power failure or electrical power surges or (vi) use of Parts in combination with equipment or software not supplied by DSI. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Parts performed by any person or entity other than DSI without DSI's prior written approval, or any use of replacement Parts not supplied by DSI, shall immediately void and cancel all warranties with respect to the affected Parts.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY DSI IN CONNECTION WITH THE SERVICES PERFORMED AND PARTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DSI AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR SHALL THEY BE LIABLE FOR EXEMPLARY DAMAGES OR "LOST PROFITS." IN NO EVENT SHALL DSI OR ITS SUPPLIERS LIABILITY TO CUSTOMER FOR DAMAGES, REGARDLESS OF CAUSE OR FORM OF ACTION, EXCEED THE VALUE OF THE ORDER GIVING RISE TO SUCH DAMAGES.

5. License and Use. Customer may not use any data, drawings, or documentation received from DSI, or derived from DSI in any manner, except as expressly provided in this Agreement.

6. Invoicing/Payment. Customer will be invoiced prices as follows; DSI's prices are exclusive of sales, use, excise, value added, or other similar taxes; Customer will be invoiced for any applicable taxes on the sale of Services. Undisputed accounts not paid within thirty (30) days of date of invoice shall be deemed delinquent and are subject to interest charges of eighteen percent (18%) per annum on the unpaid balance (or the maximum rate allowed by law, if such rate is less than 18%). DSI reserves the right to suspend service to a delinquent account without prior notice. Should Customer be delinquent in the payment of any invoices, Customer shall be liable for all costs of collection incurred by DSI, including without limitation collection agency fees and reasonable attorney's fees, as well as court costs.

In the event Customer should choose to make payment via credit card, Customer will be charged 3% of the total amount of the respective invoice, or all amounts charged to DSI for accepting the credit card payment, whichever shall be the greater amount.

In the event that any Services should take DSI longer than 30 days to perform, DSI reserve the right to invoice at the conclusion of each 30 day period once Services commences.

7. Termination of Agreement. This Agreement remains in effect until terminated by written consent of DSI. Customer may cancel orders only upon reasonable advance written notice and upon payment to DSI of DSI's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by DSI, and a reasonable profit thereon. DSI's determination of such cancellation charges shall be conclusive.

8. Law. This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Arizona, United States of America, without application of its conflict of law's provisions. Should any term and/or condition be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining portions. DSI's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of DSI's exercise of any other remedy.

9. Force Majeure. DSI shall not be liable or deemed to be in default for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

Further, DSI shall not be liable or deemed to be in default for any other delays or failures in performance or interruption



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of Services resulting directly or indirectly from any cause or circumstance beyond their reasonable control.

10. Assignment. This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer, without express written consent of DSI, shall be null and void and of no force or effect.

11. Nuclear/Medical. SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Customer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless DSI from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that DSI's liability is based on negligence or strict liability.

12. Non-Solicitation. Customer shall not solicit, directly or indirectly, or employ any employee of DSI during the period any Services are being provided to Customer and for a period of one (1) year after the last provision of Services.

13. Independent Contractor. DSI shall at all times during performance of the services retain DSI's status as an independent contractor. DSI's employees shall under no circumstances be considered or held to be employees or agents of Customer and Customer shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or DSI.

14. Arbitration. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by DSI and Customer. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, DSI and Customer shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between DSI and Customer. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

15. Licenses and Permits. DSI shall obtain and pay for all permits and fees, licenses, and inspections necessary for proper execution and completion of the Services. DSI represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. Failure of DSI to obtain said permits prior to the commencement of its work shall constitute a breach of this agreement. DSI shall comply with and give notices required by agencies having jurisdiction over the Services. If DSI performs Services knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without notice of Customer, DSI shall assume full responsibility for such Services and shall bear the attributable costs. DSI shall promptly notify Customer in writing of any known inconsistencies in or this Agreement with such governmental laws, rules and regulations.

16. Conflicts of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

17. Undocumented Workers. DSI understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. DSI hereby warrants to Customer that DSI and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

18. No Kick-Back Certification. DSI warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of Customer has an interest, financially or otherwise, in DSI. For breach or violation of this warranty, Customer shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid DSI hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

19. Boycott of Israel. In signing this Agreement, DSI certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.