



1129

Toshiba 3000 SP Series | 18kVA | Electrical Turn-Key

C-260342

| Invoice To: | End User: |
|---|---------------|
| City of Ocala 800 MHz City of Ocala 110 SE Watula Ave Ocala FL 34471 | City of Ocala |

| 800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US | |
|--|-------------|
| Description | Price |
| Toshiba 3000 SP Series 18kVA Option Inclusions: - Labor and materials included to provide one (1) new Toshiba 3000 SP Series 18kVA UPS system with complete electrical installation from normal power to critical power load. - Utilize existing MBS and existing input and output whips for installation of new UPS. - Labor included to demo existing UPS system. - Set new UPS in place prior to electrical work. - Recycle and disposal of existing UPS. | \$28,685.39 |
| Exclusions: - Repairs to existing systems outside the scope of this project. - New MBS (utilize existing). | |
| Clarifications: - Labor is figured as straight time during a normal workweek – Monday through Friday. - Due to the current volatility of commodities, this proposal is valid for thirty-days from date of proposal. - Toshiba 3000 SP Series lead time: 3-5 weeks. | |

| Summary | |
|---|--------------------|
| 800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US | \$28,685.39 |
| Tax | \$0.00 |
| Total | \$28,685.39 |



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

Page 1 of 5
Estimate #: 170300
Date: 12/15/2025

Unified Power

Christian Ngoie
Phone: (877) 469-4846
christian.ngoie@unifiedpowerusa.com
www.unifiedpowerusa.com



Keeping You in Power

City of Ocala
Toshiba 3000 SP Series | 18kVA | Electrical Turn-Key
Estimate #: 170300 - Rev: 5
Date: 12/15/2025



Unified Power's Terms & Conditions, **attached**, 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

Signed by:

Signature: Robert H. Bundrant
 1B5D5FCAEC6E499...

Date: 1/23/2026Printed Name: Robert H. BundrantTitle: Regional Vice President

City of Ocala

DocuSigned by:

Signature: Peter Lee
 5BB28E162F2E4C2...

Date: 1/23/2026Printed Name: Peter LeeTitle: City Manager

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.
 4A55AB8A8ED04F3...



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Page 2 of 5
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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.

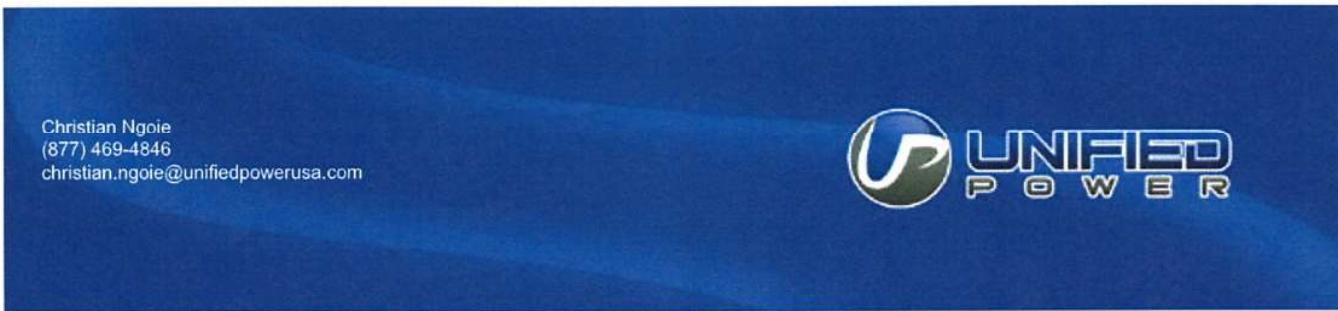
7. Cancellations. All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's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



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Page 3 of 5
Estimate #: 170300
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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 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-



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Page 5 of 5
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Terms and Conditions



GENERAL TERMS AND CONDITIONS

- Acceptance and Entire Terms and Conditions.** All services performed, including but not limited to scheduled, remedial and emergency services or products (equipment, batteries, or parts) sold or delivered separately or as part of performing services sold by **ON COMPUTER SERVICES, LLC**, dba **UNIFIED POWER** ("Unified Power"), as well as by third party vendors and/or services providers of Unified Power, 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, Unified Power'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 Unified Power and shall not be considered applicable to the services contemplated by the Proposal. Neither commencement of performance nor delivery by Unified Power shall be considered or construed as acceptance of Customer's supplemental or conflicting terms and conditions. Unified Power'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 Unified Power shall be considered to constitute acceptance of the terms and conditions contained herein.
- Delivery, Delays.** 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 Unified Power 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 Unified Power's reasonable control or which Unified Power by reasonable diligence could not have avoided.
- Warranty and Unified Power's Limitation of Liability.** Unified Power'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 Unified Power 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 Unified Power 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 UNIFIED POWER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING**

IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, UNIFIED POWER 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 UNIFIED POWER OR COULD HAVE BEEN REASONABLY FORESEEN BY UNIFIED POWER. UNIFIED POWER

4. **Indemnity.** Subject to Section LIABILITY herein, Unified Power 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 is willful misconduct of Unified Power, 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 Unified Power, its employees or agents.
5. **Force Majeure.** Unified Power is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Unified Power'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 Unified Power from performance and barring remedies for non-performance. In an event of force majeure condition, the Unified Power'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 Unified Power to any liability or penalty. Unified Power 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 Unified Power only after receipt by Customer of written authorization and shipping instructions from Unified Power 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 Unified Power signed by an authorized agent of Unified Power. Orders for Products or services in process or completed at the time Customer's cancellation is received by Unified Power are subject to cancellation charges up to the invoice value of the Products or services.
8. **Price.** All prices stated in Unified Power'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 Unified Power 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 Unified Power 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 Unified Power 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 Unified Power, 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 Unified Power 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 Unified Power 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 Unified Power 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 Unified Power 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 Unified Power for any reason, or if Customer shall default under any of its agreements between Unified Power and Customer, then in such case (i) upon demand by Unified Power, Customer shall provide satisfactory security or advance cash payment and performance of services or delivery of Products may be withheld by Unified Power until such security or payment is received; (ii) Unified Power may declare all of Customer's outstanding indebtedness to Unified Power immediately due and payable; and/or (iii) Unified Power 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 Unified Power and Customer void and, upon such an event, Unified Power shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Unified Power at any time of less than the full amount due Unified Power shall not be deemed to constitute a waiver of any of Unified Power's rights hereunder. Unified Power's rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Unified Power.

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 Unified Power and Customer void.

11. **Taxes.** In addition to any price specified herein, Customer shall pay, or reimburse Unified Power for the gross amount of any and all taxes that are associated with this transaction unless

Customer has furnished Unified Power 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 Unified Power 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 Unified Power to Customer at Customer's last known address.
13. **No Assignment.** 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 Unified Power.
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.** Unified Power recognizes nine (9) holiday events each year ("Holidays") and there shall be no scheduled maintenance performed by Unified Power on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Unified Power will notify Customer in advance of any conflicts between Unified Power's Holiday schedule and Customer's scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Unified Power and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.
16. **Notice.** 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 Unified Power and/or Customer set forth in the agreement(s) between Unified Power 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 Unified Power, any quotation or proposal of Unified Power 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. Unified Power reserves the right to subcontract any of the work to one or more subcontractors.

- c. For sales of Products (equipment/parts/materials) with installation, Unified Power 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 Unified Power in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized agent of Unified Power.
- e. The sale of any Service and Products ordered by the Customer which are not included within the scope of Unified Power's Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Unified Power'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 Unified Power unless specifically agreed to in writing by an authorized agent of Unified Power.
- 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 the any agreement between Unified Power 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.

18. City of Ocala Contract Provisions.

- a. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Customer to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- b. **PUBLIC RECORDS.** Unified Power shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Unified Power shall:
 - i. Keep and maintain public records required by the public agency to perform the service.
 - ii. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

Initial
RHB

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Unified Power does not transfer the records to the public agency.
- iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Unified Power or keep and maintain public records required by the public agency to perform the service. If Unified Power transfers all public records to the public agency upon completion of the contract, Unified Power shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Unified Power keeps and maintains public records upon completion of the contract, Unified Power shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF UNIFIED POWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIFIED POWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Initial
RHB

Certificate Of Completion

| | |
|---|-----------------------------|
| Envelope Id: 09710C8E-9873-49AC-9F7B-7DDC9121E7AD | Status: Completed |
| Subject: SIGNATURE - Purchase of Toshiba 3000 Series Radio Tower (OPD/260342) | |
| Source Envelope: | |
| Document Pages: 12 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Patricia Lewis |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 110 SE Watula Avenue |
| | City Hall, Third Floor |
| | Ocala, FL 34471 |
| | plewis@ocalafl.org |
| | IP Address: 216.255.240.104 |

Record Tracking

| | | |
|--------------------------------------|---|--------------------|
| Status: Original | Holder: Patricia Lewis plewis@ocalafl.org | Location: DocuSign |
| 1/13/2026 12:15:16 PM | | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Ocala - Procurement & Contracting | Location: Docusign |

Signer Events

| Signer | Timestamp |
|---|--|
| William E. Sexton, Esq. wsexton@ocalafl.org City Attorney Security Level: Email, Account Authentication (None) | Sent: 1/13/2026 12:20:55 PM Viewed: 1/16/2026 9:12:27 AM Signed: 1/21/2026 11:32:55 AM |

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Peter Lee
plee@ocalafl.org
City Manager
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

SBB28E162F2E4C2...

Sent: 1/21/2026 11:32:56 AM
Viewed: 1/23/2026 10:38:54 AM
Signed: 1/23/2026 10:39:21 AM

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Robert H. Bundrant
Robert.Bundrant@unifiedpowerusa.com
Regional Vice President
Security Level: Email, Account Authentication (None)

Signed by:

1B5D5FCAEC6E499...

Sent: 1/23/2026 10:41:51 AM
Viewed: 1/23/2026 11:28:25 AM
Signed: 1/23/2026 11:29:23 AM

Signature Adoption: Pre-selected Style
Using IP Address: 208.84.251.106

Electronic Record and Signature Disclosure:

Accepted: 1/23/2026 11:28:25 AM
ID: a3229d9c-22ed-456f-b2e2-23e2d19f4a30

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|--|------------------|--|
| Carbon Copy Events | Status | Timestamp |
| Christian Ngoie christian.ngoie@unifiedpowerusa.com Security Level: Email, Account Authentication (None) | COPIED | Sent: 1/23/2026 10:41:53 AM Viewed: 1/23/2026 10:42:47 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 1/13/2026 12:20:55 PM |
| Certified Delivered | Security Checked | 1/23/2026 11:28:25 AM |
| Signing Complete | Security Checked | 1/23/2026 11:29:23 AM |
| Completed | Security Checked | 1/23/2026 11:29:23 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.