



Request for City Manager Signature

(\$50,000 and higher)

Project Name/Contract Number:	Uninterruptable Power Supply (UPS) Maintenance	218-358
Department Contact / Department Name:	Tanee Young	Information Technology
Date of City Council Approval: (Past or Recent)	None	
Return Signed Document to:	Connie Singleton	8181

Background/Purpose:

Emergency battery replacement and installation is needed because the system at the Police Department is currently operating at 70% range and it should be at least 85% acceptable range. The critical components such as the dispatch and data center are operating below the acceptable range which puts the city and public safety at risk. The cost of battery replacement is \$7,355.

Please sign the Authorization of Change in Service #5 for Weissco Power LLC.

Thank you,

Reviewed / Approved:

User Department Director:	<small>DocuSigned by:</small> <i>Mike Sturm</i>	Date:	7/22/2021
Purchasing / Contracting POC:	<small>DocuSigned by:</small> <i>Connie Singleton</i>	Date:	7-21-2021
Finance Director: (CDBG-DR)	N/A	Date:	
Purchasing Manager:	<small>DocuSigned by:</small> <i>Lynda Williams</i>	Date:	7/22/2021
Other Depts. as needed	<small>DocuSigned by:</small> <i>N/A</i>		

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	218-358	UPS Maintenance (Uninterruptable Power Supply)	
CITY REPRESENTATIVE/ DEPARTMENT:	Tanee Young – Information Technology Department		
CONTRACTOR:	Weissco Power LLC		
CONTRACT EFFECTIVE DATE:	March 25, 2019	COUNCIL RES. NO:	
THIS AUTHORIZATION DATE:	July 20, 2021	AUTHORIZATION NO.:	5

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Emergency battery replacement and installation needed because the system at PD is currently operating at 70% range and it should be at least 85% acceptable range. The critical components such as the dispatch and data center are operating below the acceptable range which puts the city and public safety at risk. The cost of battery replacement is \$7,355. Parties agree to be bound by the Standard Terms and Conditions found: sanmarcostx.gov/StandardTermsandConditions

Original Annual Contract Amount:			\$9,360.00
ACIS #1 Additional Services – Batteries	Add Services	\$2,531.00	
ACIS #2 Annual Renewal 2020-2021	1 st Renewal	\$9,360.00	
ACIS #3 Additional Services – Batteries	Add Services	\$15,275.00	
ACIS #4 Annual Renewal 2021-2022	2 nd Renewal	\$9,360.00	
Previous Increase/Decrease in Contract Amount:			\$36,526.00
CURRENT CONTRACT AMOUNT:			\$45,886.00
ACIS #5 Additional Services - Batteries	Add Services	\$7,355.00	
This Increase/Decrease in Contract Amount:			\$ 7,355.00
REVISED CONTRACT AMOUNT:			\$ 53,241.00

~~CONTRACTOR:~~ Weissco Power LLC



Signature 229A82BD63F8468...

Tanner Timmons Senior Account Manager

Print Full Name / Title (if not in individual capacity)

7/22/2021

Date

~~CITY:~~ DocuSigned by:



Signature A7902EB6AD694C4...

Bert Lumbreras, City Manager

Print Name / Title

7/22/2021

Date

City Department Use Only Below This Line (PM, POC, etc.)

Account Number(s):		Amount	Date
NTE		\$7,355	



QUOTATION

DATE: June 29, 2021

QUOTE # WCPQ212875

QUOTE EXPIRATION: July 29, 2021

PREPARED BY:**WEISSCO POWER**

Account Manager: Tanner Timmons

Email: ttimmons@weisscopower.com

Office: 908-832-2173

PREPARED FOR:

Account: San Marcos - Police Department

Contact: Carl Stewart

Email: cstewart@sanmarcostx.gov

Equipment quote related to:

Asset name: Powerware 9355 30kVA (SN: BE442KXX21)

Related to multiple assets: NO

Comments or Special Instructions:

QTY	PRODUCT	DESCRIPTION	PRICE	TOTAL
1	Battery Replacement	(108) 9aH Batteries (36) 30aH Batteries	\$5,115.00	\$5,115.00
1	Installation & Removal	2 Techs, 8hrs - \$140/hr Delivery, install, removal & disposal	\$2,240.00	\$2,240.00

TOTAL

* Any Local and State taxes will be added to the final invoice.

* Sales Agreement Valid for 30 days and may change due to market conditions.

* 15% Restocking fee will be charged for any returned items.

* Actual freight charges will be added at the time of invoice.

* Credit Card Purchases will be subject to a 3.9% processing fee.

SUBTOTAL \$7,355.00

SHIPPING * \$

TAX * \$

GRAND TOTAL \$7,355.00**SOLD TO****Contact:** Carl Stewart**Account:** San Marcos - Police Department**Email:** cstewart@sanmarcostx.gov**By signing below you agree to all terms and conditions*

Signature: _____

Print Name: _____

QUOTE PROPOSAL**Quote #:** WCPQ212875**Date:** June 29, 2021**Expiration Date:** July 29, 2021**Grand Total: \$ 7,355.00**

Date: _____ PO # _____

Position: _____

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED

ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED

WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE,

DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. Weissco cannot be responsible for pricing and other errors made by the manufacturer or distributor, and reserves the right to cancel orders arising from such errors.



Weissco POWER LLC



Quote Terms & Conditions:

1. General: Customer agrees to be bound by all terms/conditions herein. Customer's acceptance shall be demonstrated by receipt and acceptance of merchandise ordered by Customer or it's agent or receipt of a copy of Order Confirmation from Weissco Power, LLC ("Seller") together with these terms/conditions. All terms/conditions herein shall survive for six years after the invoice date.
2. Return Policy: ALL SALES ARE FINAL. Merchandise cannot be returned unless written authorization is provided as described herein.
3. Authorizations: a. Customers must pay the full amount of any invoice, unless they have a valid written Credit Memo issued by Seller. An unauthorized deduction shall grant Seller the option to impose an unauthorized deduction fee of 25% of the amount of the unauthorized deduction or \$250, whichever is greater, for each deduction. A valid written Credit Memo from Seller is the only authorized deduction. b. Merchandise cannot be returned without a valid written Return Authorization from Seller. Seller may, at its option, at any time after the return of merchandise, impose a restocking fee of 25% of the net invoice cost of the returned merchandise.
4. Damaged/Defective Merchandise: a. If upon delivery, Customer discovers damaged/defective merchandise, to be eligible for a Return Authorization YOU MUST: i. Indicate on the Bill of Lading or Shipping Invoice the type of damage/defect, the item number and items damaged or defective; ii. Initial the items specified in (i) above on the Bill of Lading or Shipping Invoice; iii. Contact Seller by phone or facsimile within two (2) hours of receipt of merchandise if during a business day or within the first four (4) hours of the next business day. b. Seller will not issue credit for or authorize return of damaged/defective product if such damage or defect could have been discovered upon reasonable inspection at time of delivery. Seller may, in its discretion, issue a Credit Memo/Authorization for such items.
5. Order Cancellations: a. Customer MUST notify Seller in writing of any order to be cancelled. If cancelled more than 48 hours after placed, Seller may, at its sole option, impose a cancellation fee of the greater of up to 25% of the net amount of the goods originally ordered, or \$250. b. Customer may NOT cancel an order, must accept delivery and make full payment after production has begun. Production begins when Seller has begun manufacturing or placed non-cancelable commitments to fulfill the order. If Seller can cancel with a fee or penalty, Seller may allow Customer to cancel and pay the fee. Seller shall have no obligation to mitigate damages.
6. Order Modifications: Customer must notify Seller in writing of any order to be modified. An order is subject to 5 above, if it reduces the original invoice by 20% or more. Seller may impose a change order fee of the greater of 25% of the change or \$250.00 per change. 7. Customer will be billed for equipment upon shipment to Seller or direct to customer site, regardless if install is complete.
8. Payment Terms: Net 30 days.
9. Delivery: Customer shall bear the risk of any loss, deterioration or damage for the goods from the time they leave the premises of Seller.
10. Late Payment Fees: A late payment fee of 1.5% per month will be charged on any overdue balance. The invoice date, NOT the date of receipt of merchandise, determines the age of an invoice. The date payment is credited against an invoice by Seller, NOT the date of issuance/delivery of the payment, governs when payment is received by Seller.
11. Limitation of Liability: Customer agrees that it's exclusive legal remedy against Seller is the total amount paid on an invoice. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be liable for any indirect, incidental, special or consequential damages, such as, but not limited to, loss of anticipated profits, good will, or other economic loss in connection with, or arising out of the existence of, the furnishing, functioning, or the Owner's use of any item of Equipment or services provided for in this Agreement, whether or not the possibility of damage was disclosed to Contractor or could have been reasonably foreseen by Contractor. In no event shall Contractor be liable, in contract, tort or otherwise
12. Warranty: Seller does not make any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose and shall not guarantee the color, shape, size or weight of the merchandise.
13. Miscellaneous: The failure of Seller to enforce any term/condition against a customer shall not be a waiver of its right to enforce.
14. Legal: This writing is intended by the parties to be a final, exclusive and complete expression of their agreement and its terms. The terms may only be changed by a writing signed by both parties. Past practice shall not modify any terms herein.
 - a. If Seller is required to initiate legal action to collect any sums due and owing, Customer shall pay any and all costs of suit, including reasonable attorneys fees. These costs shall not be less than 25% of the total due.
 - b. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
 - c. Customer waives the defense of personal jurisdiction and hereby consents to jurisdiction in Morris County, New Jersey.
 - d. This Agreement shall supercede and control any issues concerning UCC 2-207.

