

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

29th

day of

November

20

16

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by Phillip and Jeri Shindler to vacate and re-plat Lots 70, 71 and 72 of The Woodlands Subdivision Plat 4A as shown in Plat Book 30, Page 47 of Boone County Records.

**Said vacation is not to take place until the re-plat is approved.**

Done this 29th day of November, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

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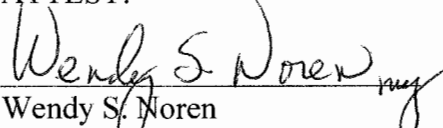
16


the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **deny** the request by Route Z LLC on behalf of Compass Health, Inc. to rezone from A-1 (Agriculture) to A-RP (Planned Agriculture Residential) on 10.0 acres, more or less, located at 3150 N. Rte Z, Columbia, MO.

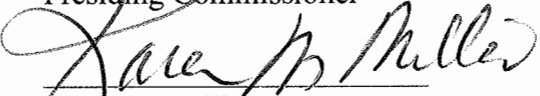
Done this 29th day of November, 2016.

ATTEST:

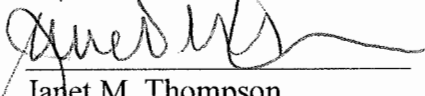
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



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16

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Stephen and Sally Phillips to approve a Final Development Plan for Phillips Farm on 10.0 acres, more or less, located at 9075 E Mexico Gravel Rd., Columbia.


Done this 29th day of November, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
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the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

Cartwright Ridge. S22-T51N-R13W. A-2. John and Julia Martin LLC, owner. James R. Jeffries, surveyor.

Done this 29th day of November, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

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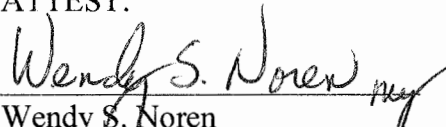
the following, among other proceedings, were had, viz:

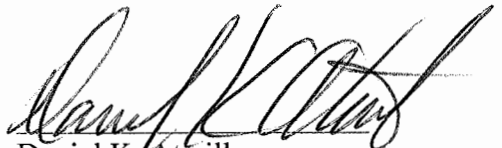
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to establish an expenditure and revenue budget for the Missouri Internet Crimes Against Children sub-award.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1253	23850	Internet Crimes Task Force	Minor Equip & Tools		2,000
1253	37200	Internet Crimes Task Force	Seminars Conf Meeting		1,500
1253	37210	Internet Crimes Task Force	Training Schools		1,500
1253	37220	Internet Crimes Task Force	Travel		1,000
1253	37230	Internet Crimes Task Force	Meals & Lodging		1,000
1253	70050	Internet Crimes Task Force	Software Service Contract		3,000
1253	3411	Internet Crimes Task Force	Federal Grant Reimburse		10,000
					20,000

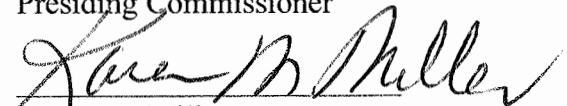
Done this 29<sup>th</sup> day of November, 2016.

ATTEST:

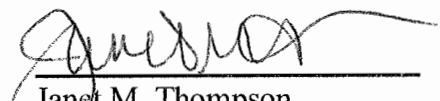
  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill

Presiding Commissioner

  
 Karen M. Miller

District I Commissioner

  
 Janet M. Thompson

District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

11/15/16

EFFECTIVE DATE

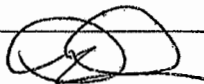
FOR AUDITORS USE

(Use whole \$ amounts)  
Transfer From  
Decrease      Transfer To  
Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1253	23850	Internet Crimes Task Force	Minor Equip & Tools		2,000
1253	37200	Internet Crimes Task Force	Seminars Conf Meeting		1,500
1253	37210	Internet Crimes Task Force	Training Schools		1,500
1253	37220	Internet Crimes Task Force	Travel		1,000
1253	37230	Internet Crimes Task Force	Meals & Lodging		1,000
1253	70050	Internet Crimes Task Force	Software Service Contract		3,000
1253	3411	Internet Crimes Task Force	Federal Grant Reimburse		10,000
				-	20,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

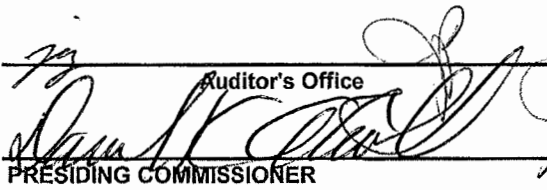
To establish an expenditure and revenue budget for Missouri Internet Crimes Against Children sub-award.

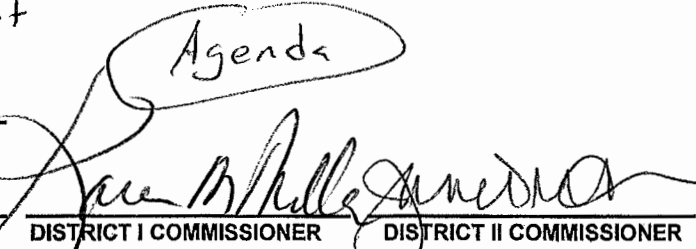


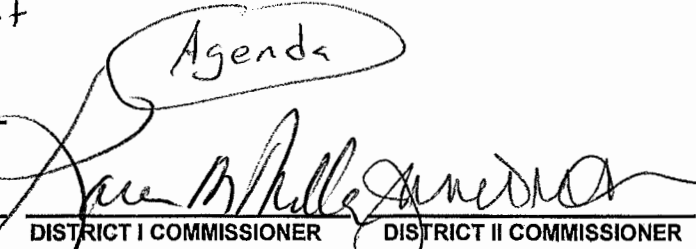
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: MO ICAC Grant

Auditor's Office  
  
 PRESIDING COMMISSIONER

Agenda  
  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



## MISSOURI INTERNET CRIMES AGAINST CHILDREN TASK FORCE

101 Sheriff Dierker Court • O'Fallon, MO 63366  
PHONE 636-949-3000 x4447 • FAX 636-949-3059

November 4, 2016

Sheriff Dwayne Carey  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202

2014-MC-FX-K043

I am pleased to inform you that your agency has been awarded a subgrant under the PROTECT Act through the MO ICAC Task Force.

The Boone County Sheriff's Department will receive funding in the amount of \$10,000.00 to cover the purchase of equipment and/or training.

By accepting the funds awarded, your agency agrees to comply with the following:

1. **The ICAC Investigative & Operational Standards and to complete all reporting requirements as dictated by the Office of Juvenile Justice & Delinquency Prevention (OJJDP).**
2. **Submit monthly statistics by the 10<sup>th</sup> of each month to MO ICAC.**
3. **Ensure that all full-time and part-time officers participating in your local cyber-crime task force have deconfliction accounts at ICAC COPS and ICAC Data System.**
4. **Ensure that all full-time and part-time officers participating in your local cyber-crime task force complete the three (3) required online courses dealing with the ICAC Investigative and Operational Standards.**
5. **Ensure that each agency participating in your local cyber-crime task force has a Letter of Agreement on file with MO ICAC. This is for all agencies in your local cyber-crime task force that you provide with coverage or services, regardless of whether that agency provides any manpower on a full-time or part-time basis.**

You must have approval prior to purchasing any goods. As a general rule it will be up to the agency to purchase the equipment - following your agency's purchasing policy - and then send the request for reimbursement to the MO ICAC Task Force. Your agency will need to provide a copy of your purchasing policy for our files. Other arrangements may be made if your agency is unable to initially purchase the equipment. All awarded funds must be expended by June 30, 2017 with all invoices submitted no later than July 14, 2017.

All equipment will need to be tagged so that it can be inventoried. Tags will be sent for your agency to affix to the items. The inventoried items will be verified during on-site visits by the MO ICAC staff. If the items are permanently taken out of service, it will be up to the agency to notify MO ICAC to obtain instructions on the disposition of the item.

All invoices should be submitted on a monthly or quarterly basis and be mailed or emailed to:

**MO ICAC**  
**St. Charles County Police Dept**  
**Attn: Kessa Sims**  
**101 Sheriff Dierker Ct.**  
**O'Fallon, MO 63366**

-or-

**[KSims@sccmo.org](mailto:KSims@sccmo.org)**

Please do not hesitate to contact me should you have any questions or concerns in this matter.

Respectfully,

Lt. Chris Mateja



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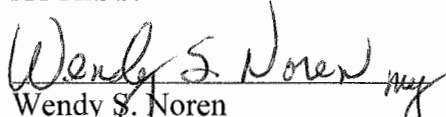
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 133-123116SS with Eaton Corporation of Raleigh, NC for an Uninterruptible Power Supply Maintenance Plan.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet and attached Addendum.

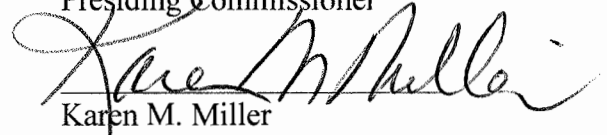
Done this 29th day of November, 2016

ATTEST:

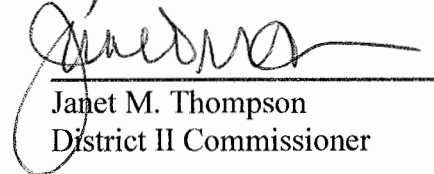
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: September 21, 2016  
RE: Sole Source Approval – 133-123116SS – Uninterruptible Power Supply maintenance plan; equipment

Attached for signature and approval is a Sole Source Request Form for the following:

133-123116SS – Uninterruptible Power Supply maintenance plan; equipment

Vendor: Eaton Corporation of Raleigh, North Carolina. They are the only authorized service support provider for proprietary Eaton UPS products.

Product: This is the annual maintenance plan for UPS equipment located in Joint Communication Operations Room on 7<sup>th</sup> Street that will be moved to backup center at 609 Walnut.

Cost is \$2,795/year and will be paid from 2701 – Joint Communications Operations, account 60050 – Equipment Service Contract.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on September 16, 2016.

ATT Sole Source Request

cc: Patricia Schreiner, Chad Martin / 911 Joint Communications  
Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



613 E. Ash, Rm 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	<u>Boone County 911 Joint Communications</u>
<b>Person Requesting</b>	<u>Pat Schreiner, Budget Administrator</u>
<b>Date Requested</b>	<u>September 12, 2016</u>
<b>Contact Phone Number</b>	<u>573-886-7207</u>

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 9-15-16  
Signature Date

SOLE SOURCE NUMBER: 133-123116 55  
(Assigned by Purchasing)

COMMISSION APPROVAL: Pat Schreiner 11-29-16  
Signature Date

Expiration Date: 20 through 01-01-16 20 **One Time Purchase (check)**

<b>Vendor Name</b>	<u>Eaton Corporation</u>
	<u>Corp. Address: 1000 Eaton Boulevard, Cleveland OH 44122</u>
	<u>Mailing Address: 8609 Six Forks Road, Raleigh NC 27615-2966</u>
<b>Vendor Address</b>	<u>Attention: Thomas Davis</u>
<b>Vendor Phone and Fax</b>	<u>800-843-9433</u>
<b>Product Description</b>	<u>Uninterruptible Power Supply (UPS) Maintenance Plan; equipment</u>
<b>Estimated Cost</b>	<u>Flex service plan \$2,795/ year</u>
<b>Department/Account</b>	<u>Dept 2701: Joint Communications</u>
<b>Number(s) Invoices Will Be Paid</b>	<u>Account 60050: Equipment Service Contract</u>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- I. Please check the reason(s) for this sole request:
- Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function: ***annual maintenance plan for UPS equipment located in Joint Communication Operations Room at 17 N 7<sup>th</sup> St; to be moved to backup center at 609 Walnut***
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding. ***Only authorized service support provider for proprietary Eaton UPS products***
4. What research has been done to verify this vendor as the only known source? ***Obtained sourcing letter from vendor, attached.***
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material? NA
  - Yes (please attach a list of known sources)
  - No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. ***Yes, current equipment is manufactured by Eaton.***
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
***N/A***
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
***N/A***
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.  
***Sole Source (City of Columbia)***
10. What are the consequences of not securing this specific commodity/material?  
***Risk of failure of 911 call taking, dispatch and other emergency services in the event of power supply interruptions.***
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). ***See attached letter from vendor.***
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
***On-going; anticipate using Eaton for ECC and Backup center equipment maintenance.***



Powering Business Worldwide

Eaton Representative:  
Applied Power Systems  
121 Weldon Parkway  
Maryland Heights, MO 63043  
Phone: 314-427-5100  
Fax: 314-427-1080  
[www.apspower.com](http://www.apspower.com)

September 8, 2016

RE: UPS OEM Sourcing Letter  
Boone County Joint Communications - 911  
(1) Eaton 9355 UPS, S/N: BE424KXX08

*For your records and information: As the original equipment manufacturer (OEM), and an ISO9001 certified supplier, Eaton Corporation (formerly: "Eaton Electrical Inc." and "Powerware") is the provider of factory-supported, factory trained, factory authorized and factory certified service for your critical UPS (Uninterruptible Power Supply) equipment.*

Eaton offers power quality services for its UPS products, as well as for related equipment such as power distribution units (PDUs), batteries, alternative energy devices and Cutler-Hammer switchgear. Eaton also services products from legacy brands, including Powerware, Exide Electronics, Best Power, IPM, Deltec and Lortec.

**Eaton is the only authorized provider of service support with the Eaton developed proprietary service software for 3-phase Eaton UPS products. Eaton does not train, certify or support independent third party service providers to deliver or service Eaton UPS and power quality products.**

**Due to its lack of training on competitor's platforms Eaton does not service non-Eaton branded power quality equipment. Eaton only works on its own branded equipment or devices it's been certified to fully support and maintain (e.g., flywheels, static transfer switches).**

**No other service supplier is authorized to possess Eaton proprietary (copyrighted) software, repair documentation, processes or materials.**

Advantages to buying UPS services from Eaton include:

- Eaton trains its 240 field technicians to be experts on the products it built 15 years ago and builds today.
- Parts are stocked with the field technicians to maximize our first time fix rate and resolve problems fast.
- When emergencies occur our customer support and field service employees will professionally diagnose and resolve your problem.
- Eaton has a 7x24 Customer Reliability Center to answer your calls and technical support, and a 7x24 parts logistics and remote monitoring team to ship parts and respond to critical alarms globally.
- Preventive maintenance allows our techs to thoroughly test, inspect for worn parts, install firmware updates and calibrate when needed so the UPS meets Eaton's most current operating specification.
- Safety and insurance resources to protect you against the unexpected: every field technician has the OSHA, IEEE and NFPA tools, personal protection equipment and training to comply with arc flash and electrical safety so you, your employees and Eaton employees avoid unsafe conditions.
- Eaton is committed to flawless service execution: We survey every customer for satisfaction, drive continuous improvements and employ Six Sigma and Eaton Quality programs.

Eaton puts all of our replacement parts through a thorough testing regiment to insure quality. Eaton is the only immediate source for original equipment parts.

Should you have further questions, or need further assistance of any kind, please do not hesitate to call us at 800-299-1391. As your Eaton representatives, we thank you for this opportunity to be of service.

Sincerely,

*Paulette Miller*

Paulette Miller  
Applied Power Systems

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

**To:** Melody Cook (884-0003)  
[cookmr@missouri.edu](mailto:cookmr@missouri.edu)  
[advertising@columbiamissourian.com](mailto:advertising@columbiamissourian.com)

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** September 14, 2016

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, September 16, 2016  
COLUMBIA MISSOURIAN

**Page** : 1 of 1    09/15/2016 08:43:14  
**Order Number** : 30996233  
**PO Number** :  
**Customer** : L8864390 Boone Co. Purchasing  
**Contact** :  
**Address1** : 613 East Ash  
**Address2** :  
**City St Zip** : Columbia MO 65201  
**Phone** : (573) 886-4392  
**Fax** : (573) 886-4390  
**Credit Card** :  
**Printed By** : Cook, Melody R.  
**Entered By** : Cook, Melody R.  
**Keywords** : Uninterruptible Power Supply equipment maintenance  
**Notes** :  
**Zones** :

**Ad Number** : 31007516  
**Ad Key** : 30996233  
**Salesperson** : 67 - Legal Acct  
**Publication** : Columbia Missourian  
**Section** : Classified Section  
**Sub Section** : Classified Section  
**Category** : Legal Notices 1300  
**Dates Run** : 09/16/2016-09/16/2016  
**Days** : 1  
**Size** : 1 x 3.20, 32 lines  
**Words** : 162  
**Ad Rate** : Open  
**Ad Price** : 20.80  
**Amount Paid** : 0.00  
**Amount Due** : 20.80

**NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.

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Melinda Bobbitt, CPPO  
 Director, Boone County Purchasing  
 Insertion date: September 16, 2016



# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

**To:** Ruby Kuhler  
rwheeler@tribmail.com

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** September 14, 2016

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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**Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, September 16, 2016  
COLUMBIA TRIBUNE

**Melinda Bobbitt - RE: ad**

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**From:** "Kuhler, Ruby" <rgkuhler@columbiatribune.com>  
**To:** 'Melinda Bobbitt' <mbobbitt@boonecountymo.org>  
**Date:** 9/14/2016 4:27 PM  
**Subject:** RE: ad  
**Attachments:** 2048373.pdf

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Melinda:

Good afternoon! I have attached a copy of the notice as it will appear Friday 9/16. Total cost is \$41.04. Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 866-294-7696
- If no changes are required, please email confirmation

For your convenience, we will fax affidavits of publication on the final or next business day after the completion of your notice. If you'd like to utilize this option, please let us know with your fax number. We will mail the hard copy file after completion of the notice or with your bill.

**CANCELLATION POLICY**

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions **MUST** be faxed to 866.294.7696. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Kuhler  
Classified Advertising Manager  
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205  
Ph 573.815.1859  
Fx 866.294.7696

TRIBUNE CLASSIFIEDS  
The Market Leader

**From:** Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]

**NOTICE OF INTENT TO  
MAKE SINGLE FEASIBLE  
SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

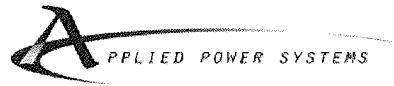
**Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (Pro-QA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

**[mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**.

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

**INSERTION DATE:** September 16,  
2016



**Proposal #:** RLP193885-1  
**Quote Date:** 8/26/16  
**Effective Until:** 9/26/16

**Paulette Miller**  
**Applied Power Systems**  
 121 Weldon Parkway  
 Maryland Heights, MO 63043  
 314-427-5100  
 Email: [pmiller@apspower.com](mailto:pmiller@apspower.com)

**Prepared For:**

Ms. Mary Pat Murphy  
 Boone County Joint Communications - 911  
 17 North 7<sup>th</sup> Street, Suite A  
 Columbia, MO 65201  
 Phone: 573-874-6328  
 Email: [mpmurphy@gocolumbiamo.com](mailto:mpmurphy@gocolumbiamo.com)

**For Equipment:**

Eaton 9355-30 UPS System  
 S/N: BE424KXX08 (Startup 11/7/201)  
 (6) Internal Trays of Batteries (Installed 10/2015)  
 Current Coverage: Eaton Flex Service Plan  
 Expiration Date: 10/25/16

Ms. Murphy:

As your Eaton representatives, we are pleased to provide the following proposal for Eaton factory services for your critical power quality equipment. Services are performed by experienced technicians trained and employed by Eaton with full access to Eaton resources and technical information. Important features of Eaton service include:

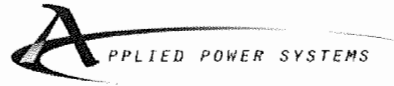
- Access to **rapid emergency response** from Eaton-trained technicians
- Local **field technicians with van-stocked, required, factory-certified parts**
- Access to **technical support** and **design engineering** resources

**PROPOSAL – Eaton Flex Service Plan**

- 7x24 Eaton Corrective Maintenance Coverage including all parts, labor and expenses
  - Covers UPS electronics only (excludes batteries)
- Next Day Eaton Response
- 7x24 Annual Eaton UPS/Internal Battery Preventive Maintenance Visit
- 7x24 Eaton Technical Support
- Eaton Service Priority

Supporting Documents: T-0, X-1, R-2, R-5, R-10, R-30

Proposal Investment..... \$2,795.00




Eaton Corporation terms and conditions govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by the Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Please refer to the Scopes of Work (SOW) included for descriptions of service coverage and exclusions.

- Proposal Payment Terms: Net 30 Days
- Proposal Billing Cycle: Invoiced Upfront
- Prices quoted herein are firm for thirty (30) days from the date of the proposal.
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase, please sign, date and mark your option preference(s) below.
- If using a purchase order, **please issue to Eaton Corporation c/o Applied Power Systems** and reference **Proposal #RLP193885-1** on your PO.
- Return all applicable attachments to:
  - Eaton Corporation c/o Applied Power Systems
  - 121 Weldon Parkway
  - Maryland Heights, MO 63043
  - Fax 314-427-1080

Please indicate your approval by signing and dating and marking your option preference below:


PRESIDENT, COMMISSIONER
11-29-16

---

Name Title Date

DANIEL K. ATWILL

---

Print Name Purchase Order Number

If you have any questions or need any additional information, please call me at Applied Power Systems, 314-427-5100. Thank you for entrusting us with your power protection.

Sincerely,

*Paulette Müller*

Paulette Miller  
 Applied Power Systems  
[pmiller@apspower.com](mailto:pmiller@apspower.com)

**BOONE COUNTY, MISSOURI**  
**ADDENDUM TO**  
**Maintenance Plan for Uninterruptible Power Supply Equipment**

This Addendum to the Maintenance Plan for the Uninterruptible Power Supply Equipment Agreement is hereby entered into by and between **Eaton Corporation** (Contractor), and **Boone County, Missouri** (Customer).

Customer and Contractor, intending to be legally bound, agree to the following terms and conditions which are considered part of and a supplement to the Maintenance Plan for the Uninterruptible Power Supply Equipment Agreement between the parties:

1. **Description:** Maintenance plan for Uninterruptible Power Supply equipment located at Boone County 911 Joint Communications for an annual amount of \$2,795.00. Boone County sole source number **133-123116SS**.
2. **Addition to Section 11, *Warranty*:**
  - a. Contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings or pending investigations against it that could threaten performance of this contract, and that Contractor is a validly organized entity that has the authority to enter into this contract. Contractor further warrants it is not prohibited by any loan, contract, financing arrangement, non-compete agreements, trade covenant, or similar restriction from entering into this contract.
  - b. No individual who owns a control interest defined as 5% or more of the voting stock or other equity interest in Contractor or who is an officer, member, or otherwise involved in the day to day management or operation of Contractor shall have been convicted or pled guilty, whether or not sentence is imposed, of an election-related offense or felony. If such conviction or plea of guilty occurs during the contract period or during any contract renewal period, Contractor shall notify County within twenty-four (24) hours of such conviction or plea; and, this contract may be subject to immediate contract termination in addition to any other remedies available pursuant to this contract.
3. **Addition to Section 8, *Term and Termination*: Termination:**
  - a. Contract Term: November 1, 2016 through October 31, 2017. This contract may at the sole discretion of the County and with the agreement of Contractor be renewed for one-year periods.
  - b. Contractor or County may terminate this Agreement by providing 30 day written notice to the other.
4. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

- 5. **Delete and replace Section 10, Insurance:** Contractor shall provide an Insurance Certificate with the attached Boone County Insurance requirements.
- 6. **Section 21, General:** The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

SO AGREED.

**CONTRACTOR – EATON CORPORATION**

By: *Del Misenheimer*

Printed Name/ Title: Del Misenheimer, SVP/GM

**COUNTY – BOONE COUNTY, MISSOURI:**

**COUNTY OF BOONE**  
By and through its County Commission

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

ATTEST:  
*Wendy S. Noren*  
Wendy S. Noren, County Clerk

Approved as to legal form:  
*[Signature]*  
County Counselor

**Auditor Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance of said appropriation sufficient to pay the costs arising from this contract.

*June Pitchford by jey 11/17/2016* 2701 / 60050 / \$2,795.00 \*  
June E. Pitchford, Auditor Date

Appropriation Amount  
\* Sufficient appropriation in classes 2-8

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to



protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Contractor shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201



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**EATON CORPORATION**  
**SERVICE AGREEMENT – TERMS AND CONDITIONS (T-0)**  
**Modified Herein in Section 14**

**TERMS AND CONDITIONS:** The terms and conditions set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of UPS services by Eaton Corporation, and supersede all prior quotations, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other form of acknowledgment, customer shall be bound by these terms and conditions when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Eaton Corporation of the products or services. THE CONTRACT FOR SALE OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR. No contract shall exist except as herein provided.

- 1. DEFINITIONS:** As used in this Service Agreement, the terms listed below shall have the following meanings:
- "Agreement" shall mean Eaton Corporation's Service Agreement Terms and Conditions, the quote, and the applicable Scope(s) of Work."
  - "Battery" shall mean the electric storage portion of a UPS.
  - "Contractor" shall mean Eaton Corporation.
  - "Covered Equipment" shall mean the equipment as listed on the quote.
  - "CPM" shall mean the Contracted Period of Maintenance or Hours of Service.
  - "Customer" shall mean the purchaser of this Agreement.
  - "Drop Ship Items" shall mean batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
  - "Emergency Service" shall mean all services provided on an as needed basis that is not scheduled in advance
  - "PCS" shall mean Pre-Contract Survey.
  - "On-Site" shall mean Service performed at Customer's physical location as listed on the quote.
  - "Power Module" shall mean the electronic portion of a UPS or other power quality device.
  - "Scope of Work" shall mean the services, procedures, methods, exclusions and coverage as purchased by the Customer
  - "Service" shall mean installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
  - "UPS" shall mean Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

**2. ELIGIBILITY:** All Covered Equipment that has experienced a lapse in Service coverage with the Contractor (or factory warranty coverage) or has had no service history with Contractor within the previous ninety (90) days, is subject to a PCS inspection by Contractor prior to eligibility for any Service under this Agreement. Customer is subject to charges for a PCS inspection at Contractor's then current Time and Material Service Rate Schedule (refer to Exhibit 1-PCS and Attachment X-1). If a PCS inspection is required for eligibility, a list of the equipment requiring a PCS inspection will be provided to Customer and will be incorporated into this Agreement.

**3. HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday (alternatively described as "5X8 Service") excluding all holidays observed by Contractor. The Customer may optionally purchase extended hours of scheduled and Emergency Service coverage (alternately described as "7x24 Service") which will include Emergency Service being provided on all holidays observed by Contractor. Notwithstanding anything herein or otherwise to the contrary, scheduled services are not available on Contractor's observed holidays. Contractor's observed holidays shall be the same as public holidays for Federal employees as established by U.S. Federal law (5 U.S.C. 6103).

**4. ON-SITE RESPONSE TIME:** Following Customer's request for Service, Contractor will arrive at the location of the Covered Equipment the next business day or if optionally purchased by Customer, Contractor will arrive at the location of the Covered Equipment within eight (8), four (4) or two (2) CPM hours, provided the Covered Equipment is located within one hundred (100) miles of a Contractor service location. Response time does not include battery replacement service.



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**5. LABOR AND MATERIAL RATES:** For any additional Service outside the Scope(s) of Work purchased for Covered Equipment under this Agreement, Customer shall be billed at Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat-rate quoted by Contractor representative.

**6. ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

**7. CUSTOMER'S RESPONSIBILITY:**

A. **Communication and Scheduling** - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) regarding all Service and Preventive Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventive Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventive Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventive Maintenance to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that Preventive Maintenance shall be considered fulfilled.

B. **Movement** - If Covered Equipment is moved to another location within the United States, Service coverage will continue only upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which Customer will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of Service coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.

C. **Safety** - Customer shall, at all times during the provision of Service hereunder, have a representative present at the Service site at no cost to, and solely for, the safety of Contractor.

D. **Access** - Customer shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform Service under this Agreement. Costs associated with site access requirements, which are defined by the Customer, are not deemed acceptable nor are included in the Contractor's price unless otherwise agreed to in writing by the parties. Contractor reserves the right to review, accept and provide Customer with any costs associated with such site access requirements as needed during the term of this Agreement.

**8. TERM AND TERMINATION:** This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement sixty (60) days prior to its expiration, stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to the expiration of this Agreement. Notwithstanding the foregoing, Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16 herein.

**BATTERY REPLACEMENT SERVICES AND TERMINATION:** Prices stated in a quote do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order at the factory. If drawings are required for approval before Contractor is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the Customer cannot accept delivery of equipment, Customer will arrange for storage. Contractor shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Contractor's reasonable control, nor shall Customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to the Contractor and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and



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commitments made by the Contractor. Cancellation charges are as follows: for batteries and Drop Ship Items, cancellation 31 days or more prior to shipment, 50% of the total invoice; between 0-30 days prior to shipment, 100% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

**9. END OF SERVICE LIFE ("EOSL")/BEST EFFORTS:** Contractor may designate a Power Module as "End of Service Life/Best Efforts" which shall mean that limited parts are available or Service will be provided on a best efforts basis. This designation will be indicated on the quote provided to Customer for Service renewal. In the event that Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8 herein. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16 herein. Customer acknowledges EOSL/Best Efforts designation on the quote will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module.

**10. INSURANCE:** During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (1) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (2) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (3) commercial general liability insurance for bodily injury and property damage.

**11. WARRANTY:** Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

**12. ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights and interests herein without the prior written consent of the other party. Notwithstanding anything in this Agreement or otherwise to the contrary, upon written notice to the other party, either party may assign this Agreement or any of its rights and interests herein to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

**13. SUBCONTRACTING:** Contractor reserves the right to subcontract any portion of Service provided for under this Agreement without the prior consent of Customer.

**14. INDEMNITY:** Subject to Section 15 herein and to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any



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other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site.

**15. LIABILITY:** The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for damage to property or equipment, other than to equipment sold or serviced hereunder, or any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data, loss of use or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. The total cumulative liability of Contractor arising from or related to this Agreement whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or services on which such liability is based.

**16. PAYMENT:** All payments are due net thirty (30) days in full from date of invoice. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment. In the event of early termination: i) Customer will be liable for any Service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

**17. TAX:** Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

**18. PARTS:** Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

**19. FORCE MAJEURE:** Contractor shall not be liable for any failure to perform, or delay in performing Service for Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

**20. INFORMATION:** All information of Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a mutual non-disclosure agreement.

**21. GENERAL:** The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the state and federal courts located in Wake County, North Carolina.

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## Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance

### Scope of Work

#### Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

#### 1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

#### 2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms
- k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

#### 3. External Operating Parameters

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up



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- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

#### 4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters **NOTE: One (1) oil and filter change per year.**

#### 5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
  - i. Overall battery float voltage
  - ii. Charger output current and voltage
  - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
  - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, **not** 9330)

#### 6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)

#### 7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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## Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

**Covered ancillary device types** (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

**Covered components within covered ancillary devices** shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

**Excluded components within covered ancillary devices** shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

**Excluded ancillary device types** (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit





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- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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## Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

### Performed During Each Preventive Maintenance Visit<sup>1</sup>:

	Below 100W/Jar	100W+/Jar
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#### A. Measure and Record the following:

1. Individual cell/battery float voltages and overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
6. Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes

#### B. Visually inspect conditions and appearance of the following:

1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area	Yes	Yes
5. Battery monitoring equipment (if present)	Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes

#### C. Perform cleaning of all accessible surfaces as required

	Yes	Yes
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#### D. Performed Once Per Calendar Year:

The yearly maintenance procedure should include all of the above with the addition of the following:

1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.	No	Yes

#### E. Reporting Each Preventive Maintenance Visit:

1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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## Eaton UPS Flex Onsite Service Parts and Labor Coverage Scope of Work Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

- 1. Electronics Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 93PM, 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC capacitors).



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2. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
3. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.
4. **Customer Web Account Access:** Contractor will provide Purchaser with web-based access to account information and site service records. Access will be password restricted for maximum security of Purchaser records. A history of service performed, as well as scheduled service calls will be available.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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### Time and Material Service Rate Schedule (2016) Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

**3-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)**

Mon. – Fri., Business Hours (8AM – 5PM):	\$275
Mon. – Fri., After Business Hours (5PM – 8AM):	\$355
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	\$440

**3-Phase Products - Minimum Labor Billing** (minimum value range equal to above rates x hourly min.)

Equipment below 200kVA, Five day or less response (4 hour min.):	\$1,100 to \$1,760
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$1,650 to \$2,640
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$2,200 to \$3,520

**1-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)**

Mon. – Fri., Business Hours (8AM – 5PM):	\$220
Mon. – Fri., After Business Hours (5PM – 8AM), Weekends and Holidays:	\$355

**1-Phase Products - Minimum Labor Billing** (minimum value range equal to above rates x hourly min.)

Five day or less response (4 hour min.):	\$880 to \$1,420
Two day or less response (8 hour min.):	\$1,760 to \$2,840

**Travel & Living Expenses**

Transportation:	
3-Phase Products:	Automobile mileage included in labor rates
1-Phase Products:	Automobile mileage at \$0.75 per mile
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual

**Calculation of Labor and Mileage Charges:** Portal to Portal (travel labor and mileage)

**Materials/Spare Parts:** Current List Price  
Minimum billing: \$150 Domestic, \$350 International

**Parts Expedite Fees**

Mon. – Fri., Business Hours (8AM – 5PM):	\$150
Mon. – Fri., After Business Hours (5PM – 8AM):	\$330
Weekends and Holidays:	\$525

**Freight Expense**

Freight – FOB Factory:	\$100 Minimum
Same Day Delivery:	\$250 plus freight

**Depot Repair Labor:**

Minimum Billing:	\$150 per hour
Expediting Fee:	\$150
	\$125

Note: 3-Phase products include Eaton BladeUPS, Best Power Unity UT3 310-360 models; 1-Phase products include Eaton 9155, Powerware 9150, Best Power Unity UT3K, UT8K

**EATON CORPORATION**  
**Corporate Reference Sheet**

**Corporate headquarters**

1000 Eaton Boulevard, Cleveland, OH 44122

**Physical mailing address**

8609 Six Forks Road, Raleigh, NC 27615-2966  
Attention: Thomas Davis

**Payment mailing address**

Included in the invoice

**Overnight payment address**

JPMorganChase Bank N.A.  
Attention: Lockbox 93531-Eaton Corp  
131 S. Dearborn-6<sup>th</sup> Floor  
Chicago, IL 60603  
Eaton bank representative:

Velencia Freeman: ☎ (312) 954-9364; ✉ [velencia.freeman@jpmchase.com](mailto:velencia.freeman@jpmchase.com)

**Banking information**

Wire ABA: 021000089  
Swift: CITIUS33  
Account Name: Eaton Corporation  
Account Number: 4060-2102

**ACH Payment**

Swift: CHASUS33  
ACH ABA Number, Transit/Routing: 071000013  
Account Name: Eaton Corporation  
Account Number: 5049288

**CTX Payment**

Processing thru Bank: ✉ [customerremit@eaton.com](mailto:customerremit@eaton.com)  
E-mail notification must include payment type, amount, and company name in Subject line

**EDI Payment**

Third-Party Network (large customer): ✉ [list-corp-edi@eaton.com](mailto:list-corp-edi@eaton.com)  
E-mail notification so customer can be set up by IT Department

**Customer Support Dispatch Center**

☎ (800) 843-9433 ☎ (919) 654-7185

**Certificate of Insurance**

For evidence of insurance coverage,  
an electronic version of a Memorandum of Insurance can be found at the following website:  
<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=0308>  
The site can be accessed 24 hours/seven days a week.  
You will be able to download and print the electronic Memorandum of Insurance for inclusion in your files.

**State, date of incorporation and federal government identifier**

Ohio, August 28, 1916  
34-0196300