



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

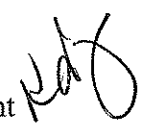
[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

January 24, 2012

## MEMORANDUM

**To:** Honorable School Board Members

**From:** Kendra Goodman, CPPO, CPPB, Purchasing Agent 

**Subject:** Contract for Building Five Uninterrupted Power Supply Battery Replacement  
And Permission to Place Purchase Order  
Eaton Corporation (formerly Eaton Electrical)

The District's Data Center (building five) houses critical servers and equipment that support the electronic data management systems for the District; the critical nature of this building requires the facility to maintain an uninterrupted power supply (UPS). The backbone of this system is a series of industrial batteries which are constantly charged by either Withlacoochee River Electric Cooperative or the on-site generator.

As with all batteries, these batteries have finite life expediencies and John Simon, Director of Information Services and Edward Mutell, Supervisor of Information Services, are requesting replacement of these prior to a critical failure. Please refer to the attached memo for additional information.

At this time, we are requesting the Board approve the attached contract with the Eaton Corporation and grant permission to issue a purchase order in the amount of \$59,008 to replace these batteries. Nancy Alfonso, Board Attorney has approved this agreement via email on November 28, 2011, and a sole source letter is on file in the Purchasing Office.

Should you have any questions or concerns, please contact Mr. Mutell or me at your earliest convenience.

KDG/mw  
Attachments

Date/Time: February 1, 2012 08:52:00



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

To: Kendra Goodman, Purchasing Agent

From: Edward B. Mutell, Supervisor of Information Services *EBM*  
John Simon, Director of Information Services *JS*

Date: January 12, 2012

Subject: Eaton Building Five UPS System Battery Replacement

A critical component of the District's Data Center (Building Five) is the UPS battery system. In order to provide an uninterrupted supply of power to the servers and equipment in Building Five, three battery systems are used. The battery systems are constantly recharged via the utility power grid or the onsite generator should utility power fail. The District maintains an annual maintenance contract on these critical UPS systems, but that agreement does not include the routine replacement of batteries.

Like the battery in a vehicle, batteries need to be replaced at certain intervals. The batteries in the UPS in Building Five are now in need of replacement. I am asking for your assistance in obtaining School Board approval for issuing a purchase order in the amount of \$59,008 to EATON, Inc. for this project. Approved technicians eligible to work on this critical equipment, per our annual maintenance agreement with EATON, will replace all 268 batteries.

Thank you very much for your assistance with this request. If any additional information is needed, please contact me at 42912.

Eaton Corporation  
(Formerly Eaton Electrical)  
8609 Six Forks Road  
Raleigh, NC 27615



Precision Environment, Inc  
1644 1<sup>st</sup> Avenue North  
St. Petersburg, FL 33713  
203-297-2268: 727-894-8200  
Fax: 727-822-7164  
Manufacturer Representative

January 11, 2012

District School Board of Pasco County  
Pasco County Telecom Bldg  
20430 Gator Lane  
Land O' Lakes, FL 34638  
Mr. Ed Mutell  
727-774-2912  
[emutell@pasco.k12.fl.us](mailto:emutell@pasco.k12.fl.us)

RE: Powerware Battery Update Proposal #30907 Revised

Dear Mr. Mutell,

Precision Environment, Inc is pleased to offer the following service proposal on behalf of Eaton Corporation (formerly Eaton Electrical) for the equipment and configuration below.

<u>Product</u>	<u>UPS Model</u>	<u>Serial Number</u>	<u>Battery Model</u>	<u>Qty</u>
Powerware	9395-225	EB053BXX03	PWHR12330	80
Powerware	9395-225	EB053BXX04	PWHR12330	80
Powerware	9355-30	EB051KXX15	PWHR1234	108

**ITEM 1: New Batteries as described above**

**Cost: \$ 50,836.00**

Includes: Freight, removal and EPA approved disposal of old lead batteries. Labor, Travel and Materials for Installation of new batteries; 5x8 (Mon thru Fri 8 to 5). Lift gate truck included.

**Optional ITEM 2: Two Additional Years of Replacement Labor**

**Add: \$ 2,756.00**

Coverage for the 9395 UPS units as described above. Standard warranty includes 3 years parts and 1 year labor.

**Optional ITEM 3: One Additional Year of Replacement Labor**

**Add: \$ 306.00**

Coverage for the 9355 UPS unit as described above. Standard warranty includes 2 years parts and 1 year labor.

**Optional ITEM 4: After hours installation (nights or weekends)**

**Add: \$ 5,110.00**

**LEAD TIME: 2-3 weeks**

Terms are net 30. Eaton Corporation (formerly Eaton Electrical) standard terms and conditions apply to this proposal (T-0 Attachment).

Should you have any questions or require further information, please contact me at 727-894-8200.

Best regards,

*Doug McAllister*

Eaton Factory Authorized Representative  
Precision Environment, Inc.

**ORDERING INSTRUCTIONS**

To place your order please:

(1) Complete the information below and sign.

(2) Please address Purchase Orders as follows:

Eaton Corporation Proposal #30907 Revised  
PO Box 93531  
Chicago, IL 60673-3531

(3) Email to [doug.mcallister@precisionenvironment.com](mailto:doug.mcallister@precisionenvironment.com) or FAX to **727-822-7164** for processing.

**BILL TO ADDRESS**

**SHIP TO ADDRESS**

District School Board of Pasco County	Pasco County School Board - Telecom Bldg
Attn: Accounts Payable	20430 Gator Lane
7227 Land O' Lakes Blvd	Land O' Lakes, FL 34638
Land O' Lakes, FL 34638	Mr. Ed Mutell
	Ph: 727-774-2912
	Email: <a href="mailto:emutell@pasco.k12.fl.us">emutell@pasco.k12.fl.us</a>

Approved by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PO # \_\_\_\_\_

PO Amt. \_\_\_\_\_

*Doug McAllister*  
Precision Environment, Inc  
For: Eaton Corporation.

**District School Board of Pasco County Tax Exempt  
Certificate On File (85-8013921275C-1)**

Eaton Corporation terms and conditions govern this proposal and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by 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. Prices are valid for 30 days from the date of this proposal. Terms are net 30.

Attachments: T-0 Eaton Corporation Terms and Conditions, W-1, R-11

APPROVED AND ACCEPTED BY EATON CORPORATION:

Approved by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



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**EATON CORPORATION**  
**SERVICE AGREEMENT – TERMS AND CONDITIONS (T-0)**  
**AS REVISED HEREIN IN SECTIONS 13, 21, 22, 23 AND 24**

**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 supersedes 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 Service 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 Service Quote.
  - "CPM" shall mean the Contracted Period of Maintenance.
  - "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 Service 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), repairs, inspection, adjusting, etc. of the UPS equipment provided by Contractor to Customer.
  - "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 Service quoted by Contractor representative.

**BATTERY REPLACEMENT SERVICES:** Prices stated herein do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quotation. Prices stated herein 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 this Agreement 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, he 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.

**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 Preventative Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventative Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventative Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventative Maintenance to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that Preventative 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.

**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 AND DROP SHIP ITEM CANCELLATION/TERMINATION/CHANGE:** 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 commitments made by the Contractor. Cancellation charges are as follows: (a) 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.



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**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 Service 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 15 herein. Customer acknowledges EOSL/Best Efforts designation on the Service 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 adherence to Section 7B herein. 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 ~~shall not 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, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney’s fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the 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 other governmental authority having jurisdiction by Contractor, its employees or agents.

**15. LIABILITY:** 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 any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data or lost opportunity damages, resulting from or in connection with any claim or cause of action,



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whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. Under no circumstances shall the aggregate liability arising out of or in connection with this Agreement exceed the price paid hereunder for the goods and services provided.

**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:** 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 ~~Florida~~ 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 ~~Pasco County, Florida~~ Wake County, North Carolina.

**22. Contractor shall remain independent and not an employee or agent of customer for the purpose of providing services not otherwise available to Customer.**

**23. Contractor shall comply with all applicable laws, ordinances, codes and statues of any and all local, state or national governing bodies included within this section. Contractor shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.**





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24. The following individuals are the ONLY individuals permitted on Customer's property pursuant to performing under this Agreement: Carey J. Stoute, David B. Wareham, Todd Koch and Joel Melendez.

**UNDERSTOOD AND AGREED TO BY:**

**EATON CORPORATION,  
Power Quality Operations**

**DISTRIC SCHOOL BOARD OF PASCO COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Eaton is a trademark of Eaton Corporation.