

11/002457

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AWARDING BID FOR UPS BATTERY CABINET UPGRADE**  
**FOR THE COMMUNICATIONS DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the UPS Battery Cabinet Upgrade have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

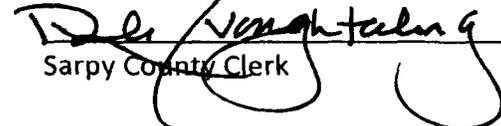
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of Electric Company of Omaha for UPS Battery Cabinet Upgrade in the amount of Thirty Thousand Seven Hundred Eighty Dollars and No Cents (\$30,780.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 13<sup>th</sup> day of December, 2011.

  
 \_\_\_\_\_  
 Sarpy County Board Chairman

ATTEST

  
  
 \_\_\_\_\_  
 Sarpy County Clerk

## **AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Electric Company of Omaha, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for UPS Battery Cabinet Upgrade for the Sarpy County E911 Communications Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for UPS Battery Cabinet Upgrade in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Emergency Management  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude

the pursuit of other remedies for breach of contract as allowed by law.

**SAVINGS CLAUSE:**

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

**SCOPE OF AGREEMENT**

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County:                    Ms. Debra Houghtaling  
                                  Clerk of Sarpy County  
                                  1210 Golden Gate Drive  
                                  Papillion, NE 68046

Vendor:                    Cory Morris  
                                  Electric Company of Omaha  
                                  815 S. 21st Street  
                                  Omaha, NE 68108

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 20<sup>th</sup> day of December, 2011.

(Seal)



ATTEST:

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Debra J. Houghtaling  
Sarpy County Clerk

Tom Richard 12/13/11  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

Kerry A. Schmid  
Deputy County Attorney

Vendor: Electric company of Omaha

By: Daniel M. Smith

Title: President

Attest:

Sheila M. Brazda  
Witness

\_\_\_\_\_

Bid Tab  
UPS Battery Cabinet Upgrade

Thursday, 2:00 p.m.  
December 1, 2011

	<b>Electric Company of Omaha</b>
Total Bid	\$30,780.00
Delivery & Installation Date	2/1/12

COMPANY NAME: ELECTRIC COMPANY OF OMAHA

**Sarpy County, Nebraska**  
**UPS Battery Cabinet Upgrade**  
**Bid Form**

Total Bid, as specified: \$ 30,780.00

\*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

DELIVERY & INSTALLATION DATE: 02/01/12

**Company Information:**

Years in business: 29

# of employees 90

Total sales last 3 years	<u>2010</u>	<u>\$32,000,000</u>
	<u>2009</u>	<u>\$28,000,000</u>
	<u>2008</u>	<u>\$20,000,000</u>

**References:**

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Email: \_\_\_\_\_

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. DATA POWER TECHNOLOGY WILL SUPPLY CABINET, REMOVE BATTERIES FOR ELECTRIC COMPANY TO GET EQUIPMENT IN BASEMENT, DATA POWER TO REINSTALL BATTERIES, AND CONDUCT START UP.

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

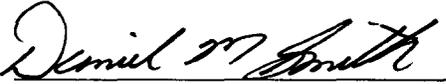
Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Email: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1	<u>    X    </u>
Addendum #2	<u>    0    </u>

**Attachments:**        **Literature/Cut-sheets**  
                               **Warranty Information**

<u>ELECTRIC COMPANY OF OMAHA</u>	<u>CORY MORRIS</u>
Company Name	Company Representative (Please print)
	<u>402-943-1720</u>
Authorized Signature	Telephone Number
<u>815 South 21st</u>	<u>402-346-6524</u>
Address	Fax Number
<u>Omaha, NE 68108</u>	<u>cmorris@ecoo.com</u>
City, State & Zip	E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

## **LIMITED WARRANTY FOR UPS PRODUCTS**

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

### **General:**

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following One Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

## **ONE YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

### **LIEBERT PRODUCTS COVERED:**

Liebert® Series 300™ UPS, Liebert® Series 600™ UPS, Liebert® Series 610™ UPS, Liebert® UPStation® S3 UPS, Liebert® Npower™ UPS, Liebert® NX™ UPS, Liebert NXL™ UPS, Liebert APM™ UPS

### **Terms of Warranty:**

As provided herein, the Liebert product is warranted to be free of defects in material and workmanship for a period of one year from the Warranty Inspection date, provided that Warranty Inspection is performed by Liebert personnel, occurs within six (6) months of the Liebert shipping date and the product has been stored in a suitable environment prior to Warranty Inspection. The Warranty Inspection date will be determined only from the completed inspection and Warranty Inspection sheet provided by Liebert to User. The product shipment date will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part.

### **Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

### **Assignment of Warranties:**

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Liebert product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### **Drawings, Descriptions:**

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at (800) LIEBERT (543-2378). Subject to the limitations specified herein, a Liebert field service representative will repair the non-conforming Liebert product warranted hereunder, without charge for material or labor, provided Liebert personnel performed the Warranty Inspection of the Liebert product. Warranty coverage will be extended only after Liebert's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of Liebert.

### **Warranty Performance of Component Manufacturers:**

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof or charges to remove or reinstall same at any premises of User.

THIS WARRANTY IS VOID if User allows any battery for the Liebert product to discharge below the minimum battery voltage cutoff point. The warranty is void if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Miscellaneous:**

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert officer.

Liebert obligations under this Warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other amounts due. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

**LIMITED WARRANTY FOR TEN (10) YEAR DESIGN LIFE VRLA BATTERIES & BATTERY CABINET PRODUCTS**

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

**General:**

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

**LIMITED WARRANTY  
AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

**PRODUCTS COVERED:**

Ten (10) Year Design Life Valve Regulated Lead Acid (VRLA) Batteries, and Liebert-manufactured battery cabinets, for Uninterruptible Power Supply (UPS) system applications.

**Terms of Warranty:**

**Liebert-Manufactured Battery Cabinets** (not including batteries): As provided herein, each Liebert-manufactured battery cabinet is warranted to be free of defects in material and workmanship for a period of: (i) one year from the start-up date provided start-up is performed by Liebert Global Services personnel, occurs within six (6) months of the Liebert shipping date and the product has been stored in a suitable environment prior to start-up; or (ii) in any event, a maximum of eighteen (18) months from date of product shipment from Liebert. The warranty duration shall be whichever period described in the preceding sentence expires first. The start-up date will be determined only from the completed inspection and start-up sheet provided by Liebert Global Services to User. The product shipment date will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert Global Services, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part.

**Ten (10) Year Design Life VRLA Batteries:** Liebert does not manufacture batteries, but does warrant certain ten (10) year design life VRLA batteries. Subject to the further conditions and limitations set forth in this document, C&D brand Dynasty model "UPS High Rate," "UPS High Rate Max," and EnerSys brand DataSafe model "HX" ten (10) year design life VRLA batteries (the "VRLA Warranty Batteries") that are purchased from Liebert and used in Liebert-manufactured battery cabinets are warranted to be free of defects in material and workmanship for a period of: (i) three years from date of shipment on a full replacement basis with a functionally equivalent battery; and (ii) after the third year, an additional seven years on a pro rata basis. The product shipment date will be determined only from the Liebert bill of lading. Additional conditions and limitations applicable to this ten (10) year design life VRLA battery warranty are set forth below.

From time-to-time Liebert is requested by Users, as defined below, to procure non-VRLA Warranty Batteries for User on a per-order basis. Liebert assigns to User any warranties which are made by the manufacturers and suppliers of such non-VRLA Warranty Batteries and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters that may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such non-VRLA Warranty Batteries.

**Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use in the United States or Canada (the "User"). This Warranty is not transferable or assignable without the prior written permission of Liebert.

**Drawings, Descriptions:**

Liebert warrants for the period and on the terms of the Warranty set forth herein that the covered product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to Liebert's final invoices, and to applicable Liebert product brochures and manuals published as of the date of product shipment ("Descriptions"). Liebert does not control the use of any product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

**Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert Global Services (LGS) at 1-(800) LIEBERT (543-2378). All defective products and component parts replaced under this warranty become the property of Liebert.

Liebert-Manufactured Battery Cabinets: Subject to the terms and conditions specified herein, should Liebert determine that the battery cabinet is defective, an LGS field service representative will repair or replace (at Liebert's option) the non-conforming Liebert product warranted hereunder, without charge for material or labor, provided start-up of the Liebert product was performed by LGS personnel. In all other instances, User will be charged for labor performed at Liebert's then current rates. Warranty coverage will be extended only after Liebert's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty.

Ten (10) Year Design Life VRLA Batteries: Subject to the terms and conditions specified herein, should Liebert determine that a VRLA Warranty Battery is defective within the initial three year warranty period, LGS will replace the VRLA Warranty Battery with a functionally equivalent battery. During the pro rata portion of the warranty period, LGS will replace a VRLA Warranty Battery that Liebert determines to be defective based on the below pro rata formula. The formula yields a pro rata credit value, which shall be applied against the manufacturer's then current published list purchase price of a new product of equal or greater Ampere Hour capacity.

Non-VRLA Warranty Batteries: With respect to non-VRLA Warranty Batteries procured by Liebert for Users, Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of warranties that may be assigned to Users for such non-VRLA Warranty Batteries, assumes NO RESPONSIBILITY for any matters that may be warranted by manufacturers or suppliers of non-VRLA Warranty Batteries and extends no coverage under this Warranty to such non-VRLA Warranty Batteries.

**PRO RATA CALCULATION FOR CREDIT:**

$$\left[ \frac{\text{(Manufacturer's Then Current Published List Purchase Price for the VRLA Warranty Battery)} \times (\# \text{ of Months of Un-Expired Warranty})}{\# \text{ of Months of Total Warranty}} = \text{Pro Rata Credit Value} \right]$$

**Warranty Performance of Component Manufacturers:**

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the Liebert components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense and in closer proximity to the Liebert product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert (for cabinets) or other manufacturer's (for batteries) serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the product or any part thereof or charges to remove same from any premises of User.

THIS WARRANTY IS VOID if User allows any battery for the Liebert UPS product to discharge below the minimum battery voltage cutoff point. The warranty is void if the user does not start recharging a discharged battery within forty-eight hours.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**Limitations**

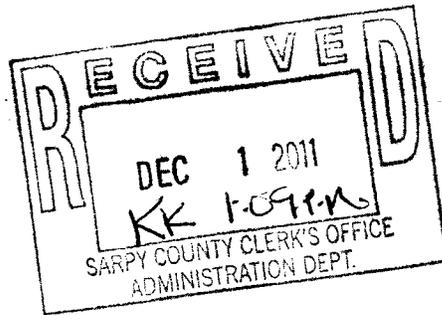
- THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH HEREIN.
- IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE.
- IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Additional Limitations & Conditions for Batteries**

- A battery will only be considered defective if it fails to deliver at least 80 percent of its rated capacity during the warranty period. Rated capacity is that which is published in the manufacturer's official product literature for the specific product at the time of shipment.
- Batteries must be charged, discharged, stored and serviced in accordance with applicable manufacturer's instructions.
- Each battery must be the proper size, design and capacity for its intended UPS application at 25 degrees Centigrade.
- The purchaser (end user) shall give a freshening charge to the battery every six months after the date code on the battery until final installation.
- Temperature:
  - a. Average annual temperature shall not exceed 25 degrees Centigrade (77 degrees Fahrenheit).
  - b. Cell temperature shall not exceed 32 degrees Centigrade (90 degrees Fahrenheit) for any 30-day period.
  - c. Operation or storage of any product for any length of time in an environment having a temperature above 40 degrees Centigrade will void the warranty with respect to those products.
- The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of discharge as published and specified by the battery manufacturer. The warranty period will be reduced 50% for every 8 degrees Centigrade increase in operating temperature above 25 degrees Centigrade (base temperature).
- Batteries in the same string must be the same manufacturer, same model. If not, the warranty is void.
- The warranty does not apply to batteries used in cycle application.

**Miscellaneous:**

- NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert officer.
- Liebert obligations under this warranty are conditioned upon timely receipt of full payment of the product purchase price and any amounts due from User under this Warranty. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.
- In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.
- User shall complete the attached User Information Card and forward it to Liebert within thirty (30) days of receipt of the Liebert product.
- This Warranty shall be governed by, and construed under, the laws of the State of Ohio.
- This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.



FROM:



**ELECTRICAL CONTRACTOR**  
815 S. 21st Street  
P.O. Box 3686  
Omaha, Nebraska 68103

TO:

DEB HOUGHTALING  
SARPY COUNTY CLERK'S OFFICE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Cunard, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## Memo

To: Sarpy County Board of Commissioners  
  
From: Beth Cunard  
  
Re: UPS Battery Cabinet Upgrade

On November 23, 2011 the Purchasing Department opened one bid for the UPS Battery Cabinet Upgrade for the Communications Department. After review, it is recommended that the bid be awarded to the low bidder, Electric Company of Omaha for \$30,780.00.

Over twenty vendors were mailed specifications and contacted and it was anticipated that at least three vendors would submit a bid. Due to lack of participation during the first pre-bid meeting, the bid date was extended with the addition of another pre-bid meeting. The County also contacted additional vendors to gauge interest in the project. Most of the vendors were distributors of APC equipment, but did not sell Liebert AC Power/UPS units. Vendors were obtained through previous working relationships along with contact with Liebert for authorized distributors and resellers.

The bid has been reviewed by the Communications Department and is recommended for approval. If you have any questions, please feel free to contact me.

December 6, 2011

A handwritten signature in black ink, appearing to be "Beth Cunard", written over a horizontal line.

Beth Cunard

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Larry Lavelle