BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AGREEMENT WITH EMERSON NETWORK POWER FOR MAINTENANCE OF LIEBERT UPS/POWER/BATTERY SERVICES FOR LIEBERT EQUIPMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County has Liebert equipment at the following locations:

- 19801 Pflug Rd., Gretna, NE 68028
- 1299 JFK Dr., Bellevue, NE 68005
- 1210 Golden Gate Dr., Papillion, NE 68046; and,

WHEREAS, the County of Sarpy desires to enter into a contract for services with Emerson Network Power for the locations, as outlined in the Proposal for Service attached hereto; and,

WHEREAS, entering into the contract for services with Emerson Network Power is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Emerson Network Power, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Emerson Network Power, a copy of which is attached, and any other related documents, the same being approved by the Board.

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 5th day of April, 2016.

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Emerson Power/Data Power Technology Service Agreement

For several years the County has held a maintenance agreement with Emerson Network Power for support services for the dispatch center battery backup system (UPS) and two (2) remote tower sites. The service agreements include 24/7 repairs with parts included at a four (4) hour response time. The agreement also includes preventative maintenance visits.

The proposed agreement is for a period of three (3) months to align with the fiscal year. A full year agreement will come before the Board shortly. If you have any questions, please let me know.

March 29, 2016

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Stu DeLaCastro

Beth Garber
Proposal for Service

Emerson Network Power | Liebert Services

Mar 3, 2016

Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE US, 68046
Mar 3, 2016

Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE US, 68046
Q02427420

Phone: 4025932325
Fax:
Email: jtracy@sarpy.com

Dear Jim Tracy

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (402) 592-7860. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Theresa Liebgott

4308 S. 89th Street

Omaha, NE 68127

PHONE (402) 592-7860
FAX (402) 592-4358
EMAIL tilebgott@datpower.com

Order Q02427420
Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

Standard Maintenance Contracts:
Site #: 12956, Sarpy County Courthouse

<table>
<thead>
<tr>
<th>Tag #</th>
<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty.</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1406440</td>
<td>NPOWER 30-50</td>
<td>37SA050C0065A12</td>
<td></td>
<td>ESSENTIAL (3/24/2016) - (6/30/2016)</td>
<td>$1,161.74</td>
</tr>
<tr>
<td>1406441</td>
<td>SEALED BATTERY</td>
<td>37BP050XR1BNL</td>
<td></td>
<td>ESSENTIAL (3/24/2016) - (6/30/2016)</td>
<td>$288.66</td>
</tr>
<tr>
<td>1578099</td>
<td>SEALED BATTERY</td>
<td>37BP050XR1BNL</td>
<td></td>
<td>ESSENTIAL (3/24/2016) - (6/30/2016)</td>
<td>$288.66</td>
</tr>
</tbody>
</table>

Standard Maintenance Contracts:
Site #: 116228, Sarpy County 911

<table>
<thead>
<tr>
<th>Tag #</th>
<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty.</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1453982</td>
<td>UPST GXT 10</td>
<td>GXT2-10000RT208</td>
<td></td>
<td>ESSENTIAL (3/24/2016) - (6/30/2016)</td>
<td>$578.71</td>
</tr>
</tbody>
</table>

Standard Maintenance Contracts:
Site #: 113741, Sarpy County

<table>
<thead>
<tr>
<th>Tag #</th>
<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty.</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1437947</td>
<td>UPST GXT 10</td>
<td>GXT2-10000RT208</td>
<td></td>
<td>ESSENTIAL (3/24/2016) - (6/30/2016)</td>
<td>$578.71</td>
</tr>
</tbody>
</table>

Total price not including tax: $2,896.47

Payment Terms: Net 30 Days
STATIONARY BATTERY SYSTEMS
VRLA (SEALED) BATTERY

SCOPE OF WORK

ESSENTIAL SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services’ Service city.
- For 3-Phase UPS customers, includes one Annual PM.
- For Single-Phase UPS customers, includes one Annual PM.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

Annual Service

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
Measure and record the total battery float voltage and charging current.
Measure and record the overall AC ripple voltage.
Measure and record the overall AC ripple current.
Visually inspect the jars and covers for cracks and leakage.
Visually inspect for evidence of corrosion.
Measure and record the ambient temperature.
Verify the integrity of the battery rack/cabinet.
Measure and record 100% of the jar temperatures.
Measure and record the float voltage of all jars.
Measure and record all internal ohmic readings.
Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
Re-tighten all connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required
Refurbish cell connections as deemed necessary by the detailed inspection report.

*Conditions for Single Jar Replacement Service for Lead Acid Batteries*

The Customer is covered by an Essential or Preferred Contract. The battery string is in overall good health as determined by Liebert Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Liebert Services.

Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

Subject to Liebert Services Single Jar Replacement and Lead Acid Batteries Guidelines
UNINTERRUPTIBLE POWER SYSTEMS
ALL 3-PHASE MODELS
SCOPE OF WORK

ESSENTIAL SERVICE (1)

- Includes 100% parts coverage (excluding batteries, air filters, and proactive full bank capacitor replacement.)
- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check module(s) completely for the following (if applicable):
5. Rectifier and inverter snubber boards for discoloration.
6. Check power capacitors for swelling or leaking oil. (if applicable)
7. DC capacitor vent caps that have extruded more than 1/8". (if applicable)
8. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
9. Measure and record harmonic trap filter currents. (if applicable)
10. Check the inverter and rectifier snubbers for burned or broken wires.
11. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
12. Check fuses on the DC capacitor deck for continuity (if applicable).
13. With customer approval, perform operational test of the system including unit transfer and battery discharge.
14. Calibrate and record all electronics to system specifications.
15. Check or perform Engineering Field Change Notices (FCN) as necessary.
16. Measure and record all low-voltage power supply levels.
17. Record phase-to-phase input voltage and currents.
18. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Visual Inspection of the battery cabinet and/or room to include:
   1. Check for NO-OX grease or oil on all connections (if applicable).
   2. Check battery jars for proper liquid level (if flooded cells).
   3. Check for corrosion on all the terminals and cables.
   4. Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
4. Measure and record total battery float voltage.

Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.
Note2: Customer should check air filters monthly for cleanliness and replace as necessary.
Note3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.
Note4: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.
Order Number: Q02427420

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr
Westerville OH 43082

Payment remittance address:
Emerson Network Power, Liebert Services, Inc.
PO Box 70474
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:
Emerson Network Power, Liebert Services, c/o Theresa Liebgott
Attn: Theresa Liebgott
Email: liebgott@datpower.com
Fax: (402) 692-4358

Please complete the following Information (All fields are required):

Purchase Order Number: ___________________________ Purchase Order attached: □ Yes □ No
If PO NOT attached, please specify reason:

Invoice Delivery Method: □ Web Billing (Attach Instructions) □ Mail □ Other ________________________ □ Accounts Payable Email ____________________________

Billing Contact Person: ___________________________ Phone: ___________________________
Email: ________________________________________ Fax #: ____________________________
Bill-To Company Name: ___________________________ Bill-To Address: __________________________
Federal Tax ID #: ___________________________ Bill-To City, ST Zip: __________________________
Tax Exempt: □ Yes (Attach tax exempt certificate) □ No

Site Services/IT Contact Person: ___________________________ Phone: __________________________

** COVERAGE DETAILS **

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer’s Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: ___________________________ Date: ___________________________
Theresa Liebgott

Accepted By: ___________________________ Date: 4/5/2016
D. A. Best

Buyer Signature Required

Approved as to Form
Deputy County Attorney