



Powering Business Worldwide

Offer Date 10-16-23 **Bill To:**

Customer: STATE BOARD OF ADMINISTRATION

Address: 1801 HERMITAGE BLVD STE 100

City: TALLAHASSEE

State: FL Zip: 32308

Contact: CRAIG.A.MEYER  
 Craig.Meyer@SBAFL.com  
 ACCOUNTS.PAYABLE102@SBAF.COM

Telephone:

Plan Start Date: 12/29/23

Plan Expiration: 12/28/24

Unit P/M Interval: Annual

Zone 1: 1 ☒ 2 ☐ 3 ☐ Other ☐Battery Full ☒ None ☐  
CoverageFactory Warranty ☐**Equipment Location:**

Customer: SAME AS BILLING

Address:

City:

State:

Zip:

p:

Contact: MARISSA YEATMAN  
 MARISSA.YEATMAN@SBAFLA.COM

Telephone: 850-413-1165

Model

9PX6000  
 ONE EBM

SERIALS  
 SEE SPREADSHEET

Years	Contract Description	Mon-Sun, 24 Hours		Price
1	<div>FLEX PLAN</div> <ul style="list-style-type: none"><li>On-Site Service 7X24</li><li>Unit Preventative Maintenance Service 7x24</li><li>Expedited delivery of units, parts and/or batteries</li><li>Full battery coverage</li><li>Worldwide Svc Helpdesk</li></ul>		<div>7X24</div> <div>7x24</div>	<div></div>
<div><div>*Holidays not included.</div><div>Total Agreement Charges:</div></div> <div>RENEWAL QUOTE FOR UPS SERVICE CONTRACT</div> <div>Applicable state Sales Tax and shipping are not included in this Quote. QUOTE VALID THROUGH 12/28/23</div>				<div></div>
<div>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.</div>				



## **FLEX PLAN**

### **1. On-Site Repair (Monday - Sunday 24 hours)**

(A factory trained technician will respond on-site to repair any UPS problem.)

- Includes Parts, Labor, Mileage, Travel, and Shipping
- Emergency Response is next day (Response time can be upgraded in some locations)

### **2. Unit and Battery Preventative Maintenance (Monday – Sunday 24 hours)**

A unit Preventative Maintenance visit keeps your system running smoothly and may help avoid service calls by correcting problems before they happen. The Eaton Corporation Service Department recommends that systems have at least one PM per year. An annual visit is included with the plan, however, they can be performed semi-annually, quarterly, or monthly.

Service includes all on-site labor, mileage and expenses to complete the PM. The UPS may need to be powered down upon discovery of needed adjustments or repairs. The PM service includes:

- \* Check of unit wiring
- \* Visual inspection of internal sub-assembly and major components
- \* Check of mechanical connections
- \* Check fan operation
- \* Clean foreign material from unit interior
- \* Check operation of alarm circuits
- \* Verification of system software parameters
- \* Calibration of unit to manufacturers specifications
- \* Verify bypass/static switch
- \* Verify charge operation
- \* Perform any necessary field engineering modifications
- \* Return unit to normal operation with customer loads

### **3. Expedited delivery of units, parts, and/or batteries**

### **4. Worldwide Service Help Desk**

### **5. Connectivity Support**

10/16/2023		Prepared by:	STATE BOARD OF ADMINISTRATION	
		<u>GwennMoirano@Eaton.com</u>	<u>Marissa.Yeatman@SBAFL.com</u>	
		<b>12/29/23 through 12/28/24</b>	<u>Accounts.Payable102@SBAFL.com</u>	
<b>SERIAL</b>	<b>EBM</b>	<b>ADDRESS</b>	<b>LIST PRICE</b>	<b>YOUR COST</b>
P205H34629	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
G205J03073	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
G205J03069	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
G205J03009	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
G205J03038	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
P205H37847	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
P205H37688	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
P205H37682	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		
G205J03014	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		



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 MARISSA.YEATMAN@SBAFLA.COM

Telephone: 850-413-1165

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9PX6000  
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*Holidays not included. Total Agreement Charges: RENEWAL QUOTE FOR UPS SERVICE CONTRACT Applicable state Sales Tax and shipping are not included in this Quote. <b>QUOTE VALID THROUGH 12/28/23</b>				\$
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		<a href="mailto:GwennMoirano@Eaton.com">GwennMoirano@Eaton.com</a>	<a href="mailto:Marissa.Yeatman@SBAFL.com">Marissa.Yeatman@SBAFL.com</a>	
		12/29/23 through 12/28/24	<a href="mailto:Accounts.Payable102@SBAFL.com">Accounts.Payable102@SBAFL.com</a>	
<b>SERIAL</b>	<b>EBM</b>	<b>ADDRESS</b>	<b>LIST PRICE</b>	<b>YOUR COST</b>
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G205J03014	1	1801 HERMATAGE BLVD ST 100 TALLAHASSEE, FL 32308		

## **ACKNOWLEDGEMENT**

### **By Eaton Corporation ("Eaton") Legal Requirements of State Board of Administration of Florida must follow**

Notwithstanding anything to the contrary in the Eaton Quote for UPS Service (the "Agreement"), the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by **Eaton**.

1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on [Indemnification and Limitation of Liability] to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Eaton** acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

3. **IF EATON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EATON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
SBAContracts\_DL@sbafla.com**

(The font size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Eaton** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website, upon advance written notice of **SBA's** intention to post and confirmation of receipt thereof. At the time of execution **Eaton** may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, **Eaton** shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. **Eaton**

acknowledges that the SBA is subject to and **Eaton** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. **RESERVED**

7. Nothing in this Agreement shall be construed as a waiver of (i) the sovereign immunity of the State of Florida; (ii) the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) the right to a jury trial.

