

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN DC GROUP, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR UPS MAINTENANCE AND REPAIR SERVICES  
CONTRACT # 8002320**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 16 day of August, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and DC Group, Inc (hereinafter referred to as "the Contractor") for UPS Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective June 4, 2018 set to expire April 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain UPS maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$126,600.00

2. Amend Exhibit B Payment & Pricing; Add the following pricing to the equipment referenced:

Address	Manufacturer	Model Number	Serial Number	Annual Maintenance Cost Year 1	Annual Maintenance Cost Year 2	Annual Maintenance Cost Year 3
29 Hazen Dr. Concord, NH MGE Comet Serial Number B04-11956						
29 Hazen Dr. Concord, NH	MGE Comet	Maintenance Bypass Cabinet	B04-11956	\$500.00	\$500.00	\$500.00
29 Hazen Dr. Concord, NH	MGE Comet	Battery String	B04-11956	\$300.00	\$300.00	\$300.00
29 Hazen Dr. Concord, NH MGE Comet Serial Number B03-11226						
29 Hazen Dr. Concord, NH	MGE Comet	Maintenance Bypass Cabinet	B03-11226	\$500.00	\$500.00	\$500.00
528 River Rd. Franklin, NH Mitsubishi Serial Number 10-7M73590-03						
528 River Rd. Franklin, NH	Mitsubishi	Battery String	10-7M73590-03	\$300.00	\$300.00	\$300.00
45 South Fruit St. Concord, NH MGE Galaxy 4000 Serial Number P06-10366						
45 South Fruit St. Concord, NH	MGE Galaxy 4000	Two Battery Strings	P06-10366	\$600.00	\$600.00	\$600.00

Contractor Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 4, 2018, shall remain in full force and effect.

DC GROUP, INC.

STATE OF NEW HAMPSHIRE

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

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

JON FRANK  
(Print Name)

Charles Arlinghaus  
(Print Name)

Title: CEO

Title: Commissioner  
Department of Administrative Services

Date: 8-17-2018

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 17 day of August, 2018

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Jon Frank

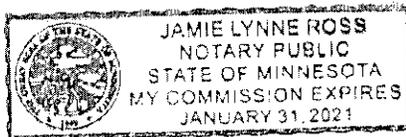
And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Jamie Ross

(Notary Public/Justice of the Peace)

My commission expires:  
1/31/21  
(Date)



STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: May 31, 2018

CONTRACT #: 8002320

NIGP CODE: 920\*

CONTRACT FOR: UPS Maintenance and Repair Services

CONTRACTOR: DC Group, Inc.

VENDOR CODE #: 204315

SUBMITTED FOR ACCEPTANCE BY:

  
HEATHER KELLEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 5/31/18

\*\*\*\*\*  
RECOMMENDED FOR ACCEPTANCE BY:

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

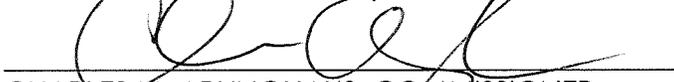
DATE 6/1/18

\*\*\*\*\*  
APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6/1/18

\*\*\*\*\*  
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/4/18



## BID APPROVAL REQUEST SUMMARY

THIS BID APPROVAL REQUEST SUMMARY IS FOR INTERNAL DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW AND IS NOT A CONTRACT DOCUMENT. THIS DOCUMENT SHOULD NOT BE POSTED PUBLICLY AS PART OF THE CONTRACT PROCESS.

RFP/RFB # 2078-18

**Contract Description Type:** UPS Maintenance and Repair Services

**Service or Commodity:** Data Processing, Computer, Programming, and Software Services

**Term of New Contract:** Date of Commissioner Approval through April 30, 2021

**Number of NIGP Bidders :** 598

**Number of Sourced Bidders :** 4

**Bid Closing Date:** May 3, 2018

**Number of Bid Declines & Reasons:** 0

**Requisitioning Agency:** N/A

**Recommended "Low Price, Technically Compliant" Bidder:** DC Group (for MGE, Mitsubishi, Toshiba sections)

**Low Price:** \$18,000 (MGE), \$67,950 (Mitsubishi), and \$7,650 (Toshiba)

**Budget/Encumbered Price:** N/A

**Expiring Contract Price:** \$205,000.00 (included annual maintenance and anticipated repair costs)

**Next Apparent "Low Price, Technically Compliant" Bidder Name & Price:** J&S (for MGE) and Weissco (for Mitsubishi and Toshiba)

**Annualized Cost Savings Actual vs. Budget/Encumbered:** N/A

**Annualized % Cost Savings Actual vs. Budget/Encumbered:** N/A

**Term of Contract Anticipated Total Cost Savings:** N/A (pricing increased for all sections)

**PO NOT TO EXCEED AMOUNT** N/A

**Basis for recommended PO NOT TO EXCEED AMOUNT** N/A

**Certificate of Insurance :** Yes

**Certificate of Good Standing :** Yes

**Confirmed not on Debarred Parties List :** Yes

**Terms of Payment :** Net 30 – ACH

**Pertinent Scope Changes from Previous Bid:** Added 5 additional units from previous contract and awarded the contract by unit.

**Special Notes :** Third iteration of the bid since December – lowest awarded bidder from last bid requested to be released from the contract as they were unable to meet the obligations as they needed payment before services rendered.

Subject: UPS Maintenance & Repair Services

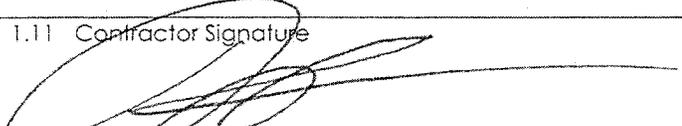
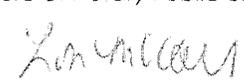
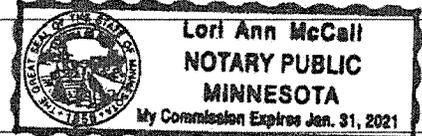
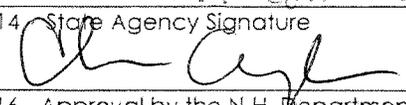
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name DC Group, Inc.		1.4 Contractor Address 1977 West River Road N Minneapolis MN 55411	
1.5 Contractor Phone Number (612) 884-7719	1.6 Account Number Various	1.7 Completion Date April 30, 2021	1.8 Price Limitation \$120,000.00
1.9 Contracting Officer for State Agency Heather Kelley, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JON FRANK CEO	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Hennepin</u> On <u>5/23/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Lori McCall, Contract Specialist			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials J  
Date 5.23

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

DC Group, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with UPS Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2078-18 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 2078-18

**3. TERM OF CONTRACT**

This contract shall commence upon the date approved by the Commissioner of Administrative Services and terminates on April 30, 2021, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

Services shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

**Service Category 1 – Semi-Annual (Minor) Inspections and Annual (Major) Inspections**

<b>Requirements</b>
<b>Must be a certified/authorized Service Provider for all UPS brands and models, listed in Exhibit B. As well as The ability to service additional manufacturers including, but not limited to, APC, MGE, Mitsubishi, Toshiba, SmartUPS and Symmetra.</b>
<b>Contractor must offer semi-annual and annual maintenance services for all UPS systems. Semi-annual maintenance services to include the following (inspection tasks may not apply to all makes and models):</b>
<ul style="list-style-type: none"><li>• Review of customer UPS maintenance logs and make entries into customer logs.</li></ul>

Contractor Initials JF  
Date 8.23

1. Review customer UPS maintenance logs and make entries into customer logs.
2. Review alarm history and operation of the system with customer.
3. Review environmental conditions and room cleanliness with customer.
4. Record as found conditions.
5. Perform thermal scan and visual inspection of all breakers, power connections, wiring harnesses, contactors, cables, fans, and major components.
6. Clean/replace air filters as needed.
7. Record input, output, battery voltages, currents, and frequency from display/meter panel.
8. Measure and record input/output batter volates, currents, and frequency.
  - a. Calibrate display/meters as necessary, where possible.
9. Calculate and record load percentage.
10. Verify proper float and equalize settings for installed batter plant.
11. Inspect general overall condition of battery plant.
12. Measure and record harmonic trap filter currents where possible.
13. Review/implement manufacturer field change notices, as possible.
14. With State's approval (after confirming system battery is good) perform system functionality test and confirm proper operation.
  - a. Full testing includes customer brining generator on line if one exists (step is optional).
15. Verify proper operation of remote status panel and monitoring.
16. Record as left condition, discuss findings with State contact and provide field service report.

**The following annual maintenance services are optional, may not apply to all makes and models, and shall include the following:**

17. Obtain customer authorization to transfer system to bypass.
18. Transfer system to bypass and secure critical load.
19. Utilize external maintenance bypass system if present.
20. Inspect inverter and rectifier snubber circuits, gate drivers, and discrete components for discoloration or damage.
21. Inspect all power connections, breakers, contactors, transformers, and subassemblies for discoloration or damage.
22. Inspect all AC and DC capacitors for leakage/bulging.
  - a. Record date codes, part numbers, and quantities.
23. Inspect all fans and record date code, part numbers, and quantities.
24. Inspect all logic boards, assemblies, and connections and clean as necessary.
25. Clean and vacuum interior and exterior of system.
26. Measure, record, and calibrate power supplies where possible.
27. Verify and calibrate system alignments to factory specifications where possible.

- Pricing will also include the repair and/or replacement of **all parts** as needed to maintain the equipment in accordance with manufacturer's specifications, **excluding batteries**.

- All parts provided by the Contractor shall be new from original equipment manufacturer (OEM).

- Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State.

- Annual maintenance pricing will also include **all labor and travel expenses** necessary to perform any and all services.

- Annual maintenance pricing shall include a 7x24x365 toll-free telephone support number for problem intake and assessment, with a two (2) hour call back response.

- Annual maintenance pricing shall also cover 7x24x365 emergency repair service with a four (4) hour on-site response. A technician must be on-site within four (4) hours of call-back. At the State's discretion, any error message shall be deemed as an emergency and must be

evaluated by an on-site technician.
<ul style="list-style-type: none"> <li>• Contractor capabilities shall include: <ul style="list-style-type: none"> <li>○ Ability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.</li> <li>○ Performing full UPS load testing as described above however, do not include this as part of your Annual Maintenance Pricing in this bid. This testing, if provided, shall be billed on a Time and Material basis according to the pricing submitted for Service Category</li> <li>○ Must come fully equipped with all necessary tools, parts kit, manuals, and laptop.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Contractor will notify customer when equipment is due for service. Preventative maintenance visits and non-emergency scheduled repairs may be arranged at the convenience of the parties. Visit confirmation two (2) weeks in advance.</li> </ul>
<p>Warranty Terms</p> <ul style="list-style-type: none"> <li>• Parts – 90 days, OR manufacturer's standard warranty, whichever is greater</li> <li>• Services – 90 days</li> </ul>
<ul style="list-style-type: none"> <li>• Contractor must dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, including, but not limited to batteries.</li> </ul>
<p><b>Batteries shall not be covered under the annual maintenance agreement, the State will pay separately for UPS batteries, however, no travel, shipping or disposal charges may be added to the price.</b></p>
<ul style="list-style-type: none"> <li>• The Contractor shall quote batteries to the end using agency when replacements are needed. The State reserves the right to quote/bid battery replacements out to other vendors.</li> </ul>
<ul style="list-style-type: none"> <li>• The Contractor shall quote replacement units to the end using agency when a replacement UPS is needed. The State reserves the right to quote/bid UPS replacements out to other vendors.</li> </ul>
<p><b>In the event that the State wishes to cover additional UPS units under an annual maintenance agreement:</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall perform an inspection of the UPS and provide a "health check" assessment of the unit.</li> <li>• If necessary, the health check shall include a quote for all parts and services required to bring the unit up to manufacturer's specifications prior to being covered by the annual maintenance agreement.</li> <li>• If the agency chooses to put the UPS system on the annual maintenance agreement the resulting remedial services shall be performed in accordance with Service Category 2 of this bid.</li> </ul>

**Service Category 2 – Break-Fix Services**

<b>Requirements</b>
<b>Must be a certified/authorized Service Provider for all UPS brands and models listed in Exhibit B. As well as The ability to service additional manufacturers including, , but not limited to, APC, MGE, Mitsubishi, Toshiba, SmartUPS and Symmetra.</b>
<b>Contractor must offer break-fix services on units not covered by an annual maintenance agreement. Services shall include:</b>
<ul style="list-style-type: none"> <li>• The Contractor shall provide a 7x24x365 toll-free telephone support number for problem intake and assessment with a two (2) hour call back response.</li> <li>• A 7x24x365 emergency repair service with a four (4) hour on-site response is required. A</li> </ul>

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<p>technician must be on-site within four (4) hours of call-back. At the State's discretion, any error message shall be deemed as an emergency and must be evaluated by an on-site technician.</p>
<ul style="list-style-type: none"> <li>Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State.</li> </ul>
<ul style="list-style-type: none"> <li>Non-emergency scheduled repairs may be arranged at the convenience of the parties.</li> </ul>
<ul style="list-style-type: none"> <li>At the State's discretion, upon diagnosis of a UPS problem by the Contractor's technician, the Contractor shall provide a quote for repair services within four (4) business hours.</li> </ul>
<ul style="list-style-type: none"> <li>Break-fix services shall cover the replacement of defective parts, as required.</li> </ul>
<ul style="list-style-type: none"> <li>No travel, shipping or disposal charges may be added to the price of UPS replacement parts.</li> </ul>
<ul style="list-style-type: none"> <li>All pricing for replacement parts must be submitted as FOB Destination. Shipping expenses shall be built into the unit cost; no additional charges shall be billed to the State. The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. The Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to accept Contractor bills.</li> </ul>
<ul style="list-style-type: none"> <li>The Contractor shall provide UPS battery replacement, as requested by the State. Disposal of defective and worn out batteries must be in accordance with industry standards, at no additional cost.</li> </ul>
<ul style="list-style-type: none"> <li>Contractor must dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, at no additional cost.</li> </ul>
<p>Warranty Terms:</p> <ul style="list-style-type: none"> <li>Parts – 90 days, OR manufacturer's standard warranty, whichever is greater</li> <li>Services – 90 days</li> </ul>
<ul style="list-style-type: none"> <li>Contractor must have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.</li> </ul>
<ul style="list-style-type: none"> <li>Hourly rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the State.</li> </ul>

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose

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continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2078-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

#### **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide UPS Maintenance and Repair Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$120,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Address	Manufacturer	Model Number	Serial Number	KVA	Site Contact Person	Contact Phone #	Optional Minor Inspection Cost	Annual Maintenance Cost Year 1	Annual Maintenance Cost Year 2	Annual Maintenance Cost Year 3
29 Hazen Dr. Concord, NH	MGE Comet	72-160400-44/150kV	B04-11956	150	Ron White	603-271-6877	\$350.00	\$2,650.00	\$2,650.00	\$2,650.00
29 Hazen Dr. Concord, NH	MGE Comet	72-160400-44/100kV	B03-11226	100	Ron White	603-271-6877	\$200.00	\$1,800.00	\$1,800.00	\$1,800.00
45 South Fruit St. Concord, NH	MGE Galaxy 4000	72-173005-00/50kVA	P06-10366	50	Rocky Carter	603-419-9362	\$200.00	\$1,300.00	\$1,300.00	\$1,300.00
Pleasant St. Concord, NH	Mitsubishi	3033C/7.5kVA-50kVA	11-7M73633-03	7.50-50	Karen Sampson	603-230-5990	\$150.00	\$1,100.00	\$1,100.00	\$1,100.00
33 Hazen Dr. Concord, NH	Mitsubishi	2033D	14-7M74566-01	80	James Gosselin	603-271-3015	\$400.00	\$2,900.00	\$2,900.00	\$2,900.00

Address	Manufacturer	Model Number	Serial Number	KVA	Site Contact Person	Contact Phone #	Optional Minor Inspection Cost	Annual Maintenance Cost Year 1	Annual Maintenance Cost Year 2	Annual Maintenance Cost Year 3
33 Hazen Dr. Concord, NH	Mitsubishi	2033D	08-7M72412-03	80	James Gosselin	603-271-3015	\$400.00	\$2,900.00	\$2,900.00	\$2,900.00
7 Hazen Drive, Concord, NH 03301	Mitsubishi	UP1133B-A603SU-2 60/80	14-7M74622-02	60	Gail Hambleton/Julie Seiger	603-271-3281	\$250.00	\$2,150.00	\$2,150.00	\$2,150.00
7 Hazen Drive, Concord, NH 03301	Mitsubishi	UP1133B-A603SU-2 60/80	14-7M74622-03	60	Gail Hambleton/Julie Seiger	603-271-3281	\$250.00	\$2,150.00	\$2,150.00	\$2,150.00
528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-01	80	Stan Mitchell	603-528-6746	\$400.00	\$2,900.00	\$2,900.00	\$2,900.00
528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-02	80	Stan Mitchell	603-528-6746	\$400.00	\$2,900.00	\$2,900.00	\$2,900.00
528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-03	80	Stan Mitchell	603-528-6746	\$400.00	\$2,900.00	\$2,900.00	\$2,900.00
50 Communications Drive, Laconia, NH	Mitsubishi	G150-2020	1002901	50	Margaret Joyce	603-271-6911	\$200.00	\$1,800.00	\$1,800.00	\$1,800.00
110 Smokey Bear Blvd., Concord, NH 03301	Toshiba	G9000/80 kVA	T90S3S10 KS6XSN	50	Gail Hambleton/Julie Seiger	603-271-3281	\$300.00	\$2,450.00	\$2,450.00	\$2,450.00

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<b>SECTION B: BREAK-FIX SERVICES</b>	
<b>Service Hours</b>	<b>Hourly Rate</b>
Service Hours 7:00am through 6:00PM	\$120.00
Service Hours 6:01PM through 6:59AM	\$160.00

**3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS**

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

**4. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

Contractor Initials JF  
 Date 5-23

**5. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials JF  
Date 5.23

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials JF  
Date 5.23

**EXHIBIT D**

RFB #2078-18 is incorporated here within.

Contractor Initials JF  
Date 5.23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bearence Mgmt Group 2010 Centre Pointe Blvd Mendota Heights MN 55120		<b>CONTACT NAME:</b> Jane Pogreba <b>PHONE (A/C, No, Ext):</b> (651) 379-7800 <b>FAX (A/C, No):</b> (651) 379-7801 <b>E-MAIL ADDRESS:</b> jpogreba@bearence.com	
<b>INSURED</b> DC Group, Inc. 1977 W River Road N Minneapolis MN 55411		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Phoenix Insurance Company NAIC # 25623 <b>INSURER B:</b> Travelers Indemnity Co of Connecticut 25682 <b>INSURER C:</b> Travelers Property Casualty Co of 25674 <b>INSURER D:</b> Travelers Casualty and Surety Co of 31194 <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1842645672      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6303J971980	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3J97045A	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4J104789	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3J995387	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime-3rd Party-\$10K Ded			106727680	5/1/2018	5/1/2019	Single Loss Limit 2,000,000
C	Stop Gap Liab-OH,WA,ND,WY			UB3J995387	5/1/2018	5/1/2019	Ea ACC/BI DIS-EE/Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Jane Pogreba/JANPOG <i>Jane Pogreba</i>

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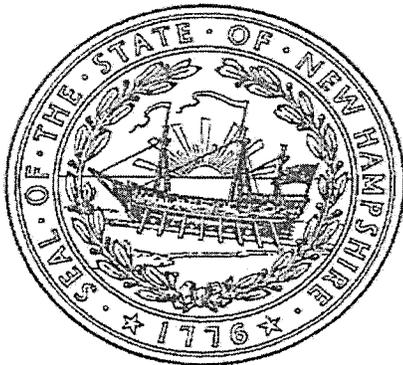
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DC GROUP INC. is a Minnesota Profit Corporation registered to do business in New Hampshire as DC GROUP WHEN POWER IS CRITICAL on November 09, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 622018

Certificate Number: 0004101299



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

BOARD OF RESOLUTION OF DC GROUP, INC.  
TO GRANT SIGNING AND AUTHORITY TO CONDUCT BUSINESS  
DULY PASSED ON SEPTEMBER 14, 2015

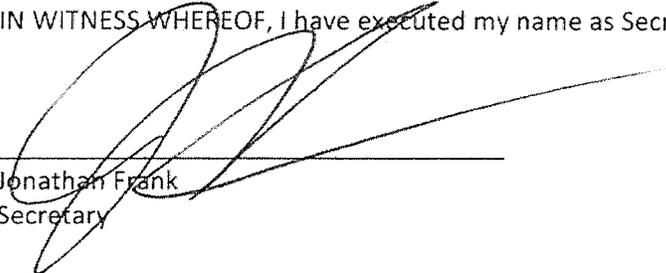
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WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder, be it:

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to Jonathan Frank. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records of DC Group, Inc., a corporation duly formed pursuant to the laws of the State of Minnesota and that the foregoing is a true record of a resolution duly adopted at a meeting of the board of DC Group, Inc., and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 14, 2015, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary this 23<sup>rd</sup> day of May, 2018.

  
\_\_\_\_\_  
Jonathan Frank  
Secretary

Subscribed and sworn before me, this 23<sup>rd</sup> day of May, 2018, a Notary Public in and for Hennepin County, State of Minnesota.

  
\_\_\_\_\_  
(Signature) Notary Public

