

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

DATE: 3/13/20

CONTRACT #: 8002327
AMENDMENT#: 1

NIGP CODE: 920*

CONTRACT FOR: UPS Maintenance and Repair Services

CONTRACTOR: J&S Power Solutions, Inc.

VENDOR CODE #: 168908

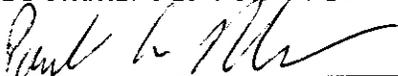
SUBMITTED FOR ACCEPTANCE BY:



RYAN AUBERT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3/13/20

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 3/13/20

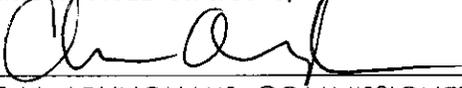
APPROVED FOR ACCEPTANCE BY:



GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 3/16/2020

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 3/16/2020

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.

Contract Description Type: UPS Maintenance and Repair Services

Commodity Code: 920*

Low Price:

Address	Manufacturer	Model Number	Serial Number	KVA	Site Contact Person	Contact Phone #	Optional Minor Inspection Cost	Annual Maintenance Cost Year 3
281 N State St Concord, NH	Eaton	9155	FA233FBB11	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	BJ455FBB14	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	FA233FBB15	15	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	BE273FBB03	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	FA233FBB07	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00

Pertinent Scope Changes from Previous Bid and/or NOTES & JUSTIFICATION/RECOMMENDATION:

Contract 8002327 was awarded based off of J&S Power's response to RFB 2078-18. Contract was awarded by manufacturer, awarding all Eaton UPS units to J&S Power. Jonathan Hanson (Department of Corrections) reached out to this office requesting that the above units be added to our Statewide maintenance contract. Pricing is consistent with similar units presently included on our contract.

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN J&S POWER SOLUTIONS, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR UPS MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002327**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 01st day of March, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") J&S Power Solutions, Inc. (hereinafter referred to as "the Contractor") for UPS Maintenance and Repair Services.

WHEREAS, pursuant to an agreement originally approved by the Commissioner of the Department of Administrative Services on June 11, 2018, for a period of three years, the Contractor agreed to perform certain UPS Maintenance & 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. Amend Exhibit B Payment & Pricing; add the following payment terms for the period March 1, 2020 through April 30, 2021.

Address	Manufacturer	Model Number	Serial Number	KVA	Site Contact Person	Contact Phone #	Optional Minor Inspection Cost	Annual Maintenance Cost Year 3
281 N State St Concord, NH	Eaton	9155	FA233FBB11	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	BJ455FBB14	10	Rick Lees	603-271-1896	\$650.00	\$1,540.00
281 N State St Concord, NH	Eaton	9155	FA233FBB15	15	Rick Lees	603-271-1896	\$650.00	\$1,540.00
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281 N State St Concord, NH	Eaton	9155	FA233FBB07	10	Rick Lees	603- 271- 1896	\$650.00	\$1,540.00
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2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on June 11, 2018 shall remain in full force and effect.

J&S POWER SOLUTIONS, INC.

By: Tania Martinez
Tania Martinez
(Print Name)

Title: Administrative Assistant

Date: 3/9/2020

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 3-16-2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 9th day of March, 2020
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Tania Martinez

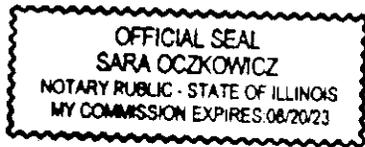
And acknowledge that he executed this
document indicated above.

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

Sara Oczkowicz
(Notary Public/Justice of the Peace)

My commission expires:

8/30/2023
(Date)



Business Information

Business Details

Business Name: J&S POWER SOLUTIONS, INC.	Business ID: 612039
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 04/13/2009	Name in State of Incorporation: J&S POWER SOLUTIONS, INC.
Date of Formation in Jurisdiction: 04/13/2009	
Principal Office Address: 201 E. Ogden Ave, Suite 14, Hinsdale, IL, 60521, USA	Mailing Address: 201 E. Ogden Ave. Suite 14, Hinsdale, IL, 60521, USA
Citizenship / State of Incorporation: Foreign/Illinois	
	Last Annual Report Year: 2020
	Next Report Year: 2021
Duration: Perpetual	
Business Email: solutions@jandspower.com	Phone #: 630-325-9500
Notification Email: solutions@jandspower.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Doing sales and servicing of backup power systems, including UPS and Batteries.	

Page 1 of 1, records 1 to 1 of 1



J&S Power Solutions, Inc.

CERTIFICATE of VOTE

I, Dominic Joseph, hereby certify that the following resolution is duly authorized by the Board of Directors of J&S Power Solutions, Inc. and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, March 12, 2020.

RESOLUTION:

That Tania Martinez, Administrative Assistant, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.

Dominic Joseph
President

On this 12th day of March 2020 before me, Sara Oczkowicz, personally appeared Tania Martinez known to me (or satisfactorily proven) to be the person whose name is scribed to the within instrument acknowledged that she has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Notary Public

Commission Expires on 8/20/2023

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

DATE: June 11, 2018

CONTRACT #: 8002327

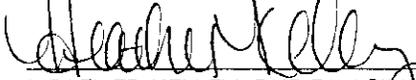
NIGP CODE: 920*

CONTRACT FOR: UPS Maintenance and Repair Services

CONTRACTOR: J&S Power Solutions, Inc.

VENDOR CODE #: 168908

SUBMITTED FOR ACCEPTANCE BY:


HEATHER KELLEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 6/11/18

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

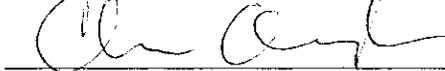
DATE 6/11/18

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6/11/18

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 6/11/18

Subject: UPS Maintenance & Repair Services

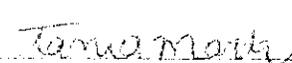
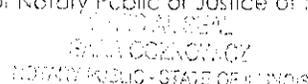
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 W&S Power Solutions, Inc.		1.4 Contractor Address 201 E. Ogden Ave., Suite 14 Hinsdale, IL 60521	
1.5 Contractor Phone Number (6 03) 443-0405	1.6 Account Number Various	1.7 Completion Date April 30, 2021	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Heather Keiley, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tania Martinez Administrative Assistant	
1.13 Acknowledgment: State of <u>Illinois</u> , County of <u>DuPage</u> On <u>5/16/2018</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactory 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  Sara Oczkowski			
1.13.2 Name and Title of Notary or Justice of the Peace Sara Oczkowski			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Charles M. Aringhaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ 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.

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

J&S Power Solutions, 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

Requirements

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.

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):

- Review of customer UPS maintenance logs and make entries into customer logs.

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.

- Contractor capabilities shall include:
 - Ability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.
 - 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
 - Must come fully equipped with all necessary tools, parts kit, manuals, and laptop.
- 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.

Warranty Terms

- Parts – 90 days, OR manufacturer's standard warranty, whichever is greater
- Services – 90 days
- 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.

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.

- 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.
- 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.

In the event that the State wishes to cover additional UPS units under an annual maintenance agreement:

- The Contractor shall perform an inspection of the UPS and provide a "health check" assessment of the unit.
- 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.
- 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.

Service Category 2 – Break-Fix Services

Requirements

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.

Contractor must offer break-fix services on units not covered by an annual maintenance agreement. Services shall include:

- The Contractor shall provide a 7x24x365 toll-free telephone support number for problem intake and assessment with a two (2) hour call back response.
- A 7x24x365 emergency repair service with a four (4) hour on-site response is required. A

<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"> Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State.
<ul style="list-style-type: none"> Non-emergency scheduled repairs may be arranged at the convenience of the parties.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> Break-fix services shall cover the replacement of defective parts, as required.
<ul style="list-style-type: none"> No travel, shipping or disposal charges may be added to the price of UPS replacement parts.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> Contractor must dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, at no additional cost.
<p>Warranty Terms:</p> <ul style="list-style-type: none"> Parts – 90 days, OR manufacturer's standard warranty, whichever is greater Services – 90 days
<ul style="list-style-type: none"> Contractor must have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.
<ul style="list-style-type: none"> Hourly rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the State.

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

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 \$75,000.00; 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
25 Capital St Concord, NH	Eaton	9355	BH222KX X13	20	Rebecca Bolton	603-230-3461	\$600.00	\$850.00	\$1,495.00	\$1,540.00
110 Smokey Bear Blvd/29 Hazen Dr. Concord, NH (DOS)	APC	VAC Silicon - Model #SL240K G	WE06051 10154	240K w- 480	Peter Denuite	603-271-6911	\$900.00	\$1,900.00	\$2,885.00	\$2,970.00
45 South Fruit St. Concord, NH	APC	SURT20K RMXLT	IS121000 2772	20	Ken Dunn	603-223-5738	\$600.00	\$850.00	\$1,495.00	\$1,540.00
45 South Fruit St. Concord, NH	APC	SURT20K RMXLT	AS17281 70416	20	Ken Dunn	603-223-5738	\$600.00	\$850.00	\$1,495.00	\$1,540.00

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
45 South Fruit St. Concord, NH	APC	SURT15K RMXLT	IS120900 4591	15	Ken Dunn	603-223-5738	\$500.00	\$800.00	\$1,340.00	\$1,380.00
45 South Fruit St. Concord, NH	APC	SURT15K RMXLT	IS120900 4594	15	Ken Dunn	603-223-5738	\$500.00	\$800.00	\$1,340.00	\$1,380.00
300 Hanover St, Manchester, NH	APC	SYAF8KR MT	QD1343 260405 0013432 68495	8	Helen Dinsmore	603-228-4158	\$300.00	\$600.00	\$927.00	\$955.00
6 Townsend West Nashua, NH	APC	SURTF30 B4F	SPS0648 140283	30	Helen Dinsmore	603-228-4158	\$700.00	\$900.00	\$1,650.00	\$1,700.00

SECTION B: BREAK-FIX SERVICES	
Service Hours	Hourly Rate
Service Hours 7:00am through 6:00PM	\$140.00
Service Hours 6:01PM through 6:59AM	\$190.00

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.

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>

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT D

RF3 #2078-18 is incorporated here within.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2018

PRODUCER
C- ANDREOZZI INSURANCE
15 S. HOWARD AVE. SUITE 15 ROSELLE, IL 60172
Fax: 224-520-8838
C: 630-631-6205

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J & S POWER SOLUTIONS, INC.
201 E. OGDEN AVE. #14
HINSDALE, IL 60521

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EMPLOYERS MUTUAL	
INSURER B: LIBERTY MUTUAL	
INSURER C: ESSEX	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR/ADP/ LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WAIVER OF SUBROGATION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2X4259503	01/08/2018	01/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	Y	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2X4259503	01/08/2018	01/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	Y	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2X4259503	01/08/2018	01/08/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC534S534566012	08/20/2017	08/20/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER PROFESSIONAL LIABILITY	SM88393	08/28/2017	08/28/2018	\$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ALL OPERATIONS.
ADDITIONAL INSURED- STATE OF NEW HAMPSHIRE
ADMINISTRATIVE SERVICES,
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET RM. 102
CONCORD, NH 03301

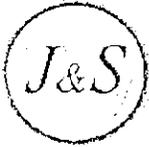
CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
ADMINISTRATIVE SERVICES,
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET RM. 102
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
DENNIS ANDREOZZI - *J. Dennis Andreozzi*



J&S Power Solutions, Inc.

CERTIFICATE of VOTE

I, Dominic Joseph, hereby certify that the following resolution is duly authorized by the Board of Directors of J&S Power Solutions, Inc. and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, May 16, 2018.

RESOLUTION:

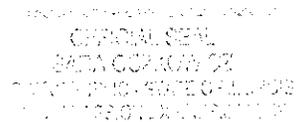
That Tania Martinez, Administrative Assistant, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.

Dominic Joseph
President

On this 16th day of May 2018 before me, Sara Oczkovicz, personally appeared Tania Martinez known to me (or satisfactorily proven) to be the person whose name is scribed to the within instrument acknowledged that she has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Sara Oczkovicz
Notary Public



Commission Expires on 5/16/2019

Business Information

Business Details

Business Name: J&S POWER SOLUTIONS, INC.	Business ID: 612039
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 04/13/2009	Name in State of Incorporation: J&S POWER SOLUTIONS, INC.
Date of Formation in Jurisdiction: 04/13/2009	
Principal Office Address: 201 E. Ogden Ave, Suite 14, Hinsdale, IL, 60521, USA	Mailing Address: 201 E. Ogden Ave. Suite 14, Hinsdale, IL, 60521, USA
Citizenship / State of Incorporation: Foreign/Illinois	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: solutions@jandspower.com	Phone #: 630-325-9500
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Doing sales and servicing of backup power systems, including UPS and Batteries.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Registered Agents Inc.
Registered Office Address:	159 Main Street S100, Nashua, NH, 03060, USA
Registered Mailing Address:	159 Main Street S100, Nashua, NH, 03060, USA

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: 3/10/2020

NOTICE OF CONTRACT

(Revision)

COMMODITY: UPS Maintenance and Repair Services

CONTRACT NO.: 8002327

NIGP: 920*

VENDOR: J&S Power Solutions, Inc.
201 E. Ogden Ave. Suite 14
Hinsdale, IL 60521

VENDOR #: 168908

CONTACT PERSON(s): Tania Martinez
Tel. No.: (630) 325-9500
E-Mail: Solutions@JandSpower.com

EFFECTIVE FROM: June 11, 2018 **Through:** April 30, 2021

QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or
Ryan.Aubert@das.NH.Gov

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

Requirements

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.

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):

- Review of customer UPS maintenance logs and make entries into customer logs.
 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.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> All parts provided by the Contractor shall be new from original equipment manufacturer (OEM).
<ul style="list-style-type: none"> Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State.
<ul style="list-style-type: none"> Annual maintenance pricing will also include all labor and travel expenses necessary to perform any and all services.
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> 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"> Contractor capabilities shall include: <ul style="list-style-type: none"> Ability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary. 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 Must come fully equipped with all necessary tools, parts kit, manuals, and laptop.
<ul style="list-style-type: none"> 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.
<p>Warranty Terms</p> <ul style="list-style-type: none"> Parts – 90 days, OR manufacturer's standard warranty, whichever is greater Services – 90 days
<ul style="list-style-type: none"> 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.
<p>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.</p>
<ul style="list-style-type: none"> 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.
<ul style="list-style-type: none"> 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.
<p>In the event that the State wishes to cover additional UPS units under an annual maintenance agreement:</p> <ul style="list-style-type: none"> The Contractor shall perform an inspection of the UPS and provide a "health check" assessment of the unit. 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. 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.

Service Category 2 – Break-Fix Services

Requirements
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.
Contractor must offer break-fix services on units not covered by an annual maintenance agreement. Services shall include:
<ul style="list-style-type: none"> • The Contractor shall provide a 7x24x365 toll-free telephone support number for problem intake and assessment with a two (2) hour call back response.
<ul style="list-style-type: none"> • A 7x24x365 emergency repair service with a four (4) hour on-site response is required. 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"> • Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State.
<ul style="list-style-type: none"> • Non-emergency scheduled repairs may be arranged at the convenience of the parties.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Break-fix services shall cover the replacement of defective parts, as required.
<ul style="list-style-type: none"> • No travel, shipping or disposal charges may be added to the price of UPS replacement parts.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • Contractor must dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, at no additional cost.
Warranty Terms:
<ul style="list-style-type: none"> • Parts – 90 days, OR manufacturer's standard warranty, whichever is greater • Services – 90 days
<ul style="list-style-type: none"> • Contractor must have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.
<ul style="list-style-type: none"> • Hourly rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the State.

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 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.

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
281 N State St Concord, NH	Eaton	9155	FA233FBB11	10	Rick Lees	603-271-1896	\$650.00	N/A	N/A	\$1,540.00
281 N State St Concord, NH	Eaton	9155	BJ455FBB14	10	Rick Lees	603-271-1896	\$650.00	N/A	N/A	\$1,540.00
281 N State St Concord, NH	Eaton	9155	FA233FBB15	15	Rick Lees	603-271-1896	\$650.00	N/A	N/A	\$1,540.00
281 N State St Concord, NH	Eaton	9155	BE273FBB03	10	Rick Lees	603-271-1896	\$650.00	N/A	N/A	\$1,540.00
281 N State St Concord, NH	Eaton	9155	FA233FBB07	10	Rick Lees	603-271-1896	\$650.00	N/A	N/A	\$1,540.00
25 Capital St Concord, NH	Eaton	9355	BH222KXX13	20	Rebecca Bolton	603-230-3461	\$600.00	\$850.00	\$1,495.00	\$1,540.00

110 Smokey Bear Blvd/29 Hazen Dr. Concord, NH (DOS)	APC	VAC Silicon - Model #SL240KG	WE0605110154	240kw-480	Peter Denuite	603-271-6911	\$900.00	\$1,900.00	\$2,885.00	\$2,970.00
45 South Fruit St. Concord, NH	APC	SURT20KRMXLT	IS1210002772	20	Ken Dunn	603-223-5738	\$600.00	\$850.00	\$1,495.00	\$1,540.00
45 South Fruit St. Concord, NH	APC	SURT20KRMXLT	AS1728170416	20	Ken Dunn	603-223-5738	\$600.00	\$850.00	\$1,495.00	\$1,540.00
45 South Fruit St. Concord, NH	APC	SURT15KRMXLT	IS1209004591	15	Ken Dunn	603-223-5738	\$500.00	\$800.00	\$1,340.00	\$1,380.00
45 South Fruit St. Concord, NH	APC	SURT15KRMXLT	IS1209004594	15	Ken Dunn	603-223-5738	\$500.00	\$800.00	\$1,340.00	\$1,380.00
300 Hanover St, Manchester, NH	APC	SYAF8KRMT	QD1343260405 001343268495	8	Rocky Carter	603-419-9362	\$300.00	\$600.00	\$927.00	\$955.00

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
6 Townsend West Nashua, NH	APC	SURTF30B4F	SPS0648140283	30	Rocky Carter	603-419-9362	\$700.00	\$900.00	\$1,650.00	\$1,700.00

SECTION B: BREAK-FIX SERVICES

Service Hours	Hourly Rate
Service Hours 7:00am through 6:00PM	\$140.00
Service Hours 6:01PM through 6:59AM	\$190.00