

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET - ROOM 102
CONCORD NEW HAMPSHIRE 03301-6398

DATE: January 29, 2015

NOTICE OF CONTRACT

COMMODITY: UPS MAINTENANCE & REPAIR SERVICES – LARGE SYSTEMS

CONTRACT #: 8001674

NIGP CODE: 920-0000

CONTRACTOR: J & S Power Solutions, Inc. VEND# 168908
201 E. Ogden Avenue, Ste. 14
Hinsdale, IL 60521
TEL. 630-325-9500 or 800-930-1532
FAX 630-325-9510
E-MAIL: solutions@jandspower.com

CONTACT PERSON: Tania Martinez

FOR BREAK-FIX SERVICES: AGENCIES MUST PRE-REGISTER WITH THE VENDOR SO THAT WHEN SERVICE IS REQUESTED AN ACCOUNT WILL BE ESTABLISHED AND THE VENDOR WILL HAVE YOUR SYSTEM INFORMATION

CONTRACT PERIOD: FEBRUARY 1, 2015 THROUGH JANUARY 31, 2018

TERMS: NET 30 DAYS

FOR FURTHER INFORMATION CONTACT: Paul Rhodes, Purchasing Agent
TEL: (603) 271-3350
EMAIL: paul.rhodes@nh.gov

SCOPE OF WORK

The Contractor shall provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Uninterruptible Power Supply (UPS) annual maintenance and repair services, at the locations and other agencies/locations as needed for the entire State of New Hampshire.

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 annual maintenance being performed.

Service Category 1 – Annual Maintenance Agreements

Requirements

Capability to service all commercially available UPS brands and models including, but not limited to, APC, MGE, SmartUPS and Symetra.

Contractor must offer annual maintenance services for all UPS systems listed in Exhibit B.

Annual maintenance services shall include the following:

- Annual maintenance pricing shall include one annual preventative maintenance visit per year and as many repair visits as may be necessary to maintain the equipment in accordance with manufacturer's specifications.
- 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).
- Annual maintenance pricing shall 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.
- Annual Preventative Maintenance shall include:
 - Changing filters;
 - Testing batteries;
 - Testing interfaces to linked systems, if attached;
 - Internal and external inspection of the entire unit;
 - Monitoring UPS battery life and providing battery replacement recommendations to the State; and
 - Re-calibration of UPS to the manufacturer's original specifications.
- Contractor must have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary. The load testing shall not be included in the annual maintenance cost or required as part of the Annual Maintenance. This testing, if required, shall be billed on a Time and Material basis according to the pricing listed in Exhibit B for Service Category 2.
- Preventative maintenance visits and non-emergency scheduled repairs may be arranged at the convenience of the parties.

Warranty Terms

- Parts – 90 days
- Services – 90 days
- Contractor shall 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 shall 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.

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 Contract.
- If the agency agrees to put the UPS system on the Contract the resulting remedial services shall be performed in accordance with Service Category 2 of this bid.

Service Category 2 – Break-Fix Services

Requirements

Capability to service all commercially available UPS brands and models including, but not limited to, APC, MGE, SmartUPS and Symetra.

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 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.
- Non-emergency scheduled repairs may be arranged at the convenience of the parties.
- 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.
- Break-fix services shall cover the replacement of defective parts, as required.
- No travel, shipping or disposal charges may be added to the price of UPS replacement parts.
- 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 provide UPS battery replacement, as requested by the State. Disposal of defective and worn out batteries shall be in accordance with industry standards, at no additional cost.
- Contractor shall dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, at no additional cost.

Warranty Terms:

- Parts – 90 days
- Services – 90 days
- Contractor shall have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.
- 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 State. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place 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 deemed to be contrary to the public interest or inconsistent with the best interest of security.

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 shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

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

Damage

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

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

CONTRACT PRICE

The Contractor hereby agrees to provide Uninterruptible Power Supply 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 price of \$205,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as January 31, 2018.

Category 1

Locations listed at a zero dollar cost shall be maintained by Contractor at no cost to the State.

Agency	Address	MFR.	Model Number	Serial Number	KVA	Annual Maint. Cost Year 1	Annual Maint. Cost Year 2	Annual Maint. Cost Year 3
Dept. of Safety	33 Hazen Dr Concord, NH	Power Battery Co (Mitsubishi)	1MC1- 40TC55C-480- M200-UI	134484	60	\$0.00	\$0.00	\$0.00
Dept. of Safety	33 Hazen Dr. Concord, NH	Power Battery Co (Mitsubishi)	1MC1- 40TC55C-480- M200-UI	134148	60	\$1,200.00	\$1,200.00	\$1,260.00
Dept. of Administrative Services	25 Capital St Concord, NH	APC	9355	BH222KXX13	20	\$900.00	\$900.00	\$950.00
Dept. of Safety	Emergency Ops Ctr, 110 Smokey Bear Blvd/29 Hazen Dr. Concord, NH (DOS)	APC	VAC Silcon - Model #SL240KG	WE0605110154	240kw- 480	\$1,450.00	\$1,450.00	\$1,520.00
Dept. of	29 Hazen Dr.	MGE Comet	72-160400-	B04-11956	150	\$1,450.00	\$1,450.00	\$1,520.00

Environmental Services	Concord, NH		44/150kVa					
Dept. of Environmental Services	29 Hazen Dr. Concord, NH	MGE Comet	72-160400-44/100kVa	B03-11226	100	\$1,200.00	\$1,200.00	\$1,250.00
Dept. of Revenue	109 Pleasant St. Concord, NH	Mitsubishi	3033C/7.5kVA-50kVA	11-7M73633-03	20	\$1,200.00	\$1,200.00	\$1,250.00
Employment Security	6 Townsend West Nashua, NH	APC	Smart-UPSVT/30kVA	SURTF30B4F	30	\$1,200.00	\$1,200.00	\$1,250.00
Employment Security	45 South Fruit St. Concord, NH	MGE Galaxy 4000	72-173005-00/50kVA	P06-10366	50	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-01	80	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-02	80	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-03	80	\$1,200.00	\$1,200.00	\$1,250.00
Employment Security	300 Hanover St, Manchester, NH	APC	SYAF8KRMT	QD1343260405 001343268495	8 kVA		\$0.00	\$0.00
DOT	7 Hazen Drive, Concord NH 03301	MGE Comet 72-160512-22/50kVA	MGE Comet 72-160512-22/50kVA	256804-01	50	\$1,200.00	\$1,200.00	\$1,250.00
DOT	110 Smokey Bear Blvd., Concord, NH 03301	Toshiba G9000/80kVA	Toshiba G9000/80kVA	T90S3S10KS6XSN	50	\$1,200.00	\$1,200.00	\$1,250.00

Category 2 – Hourly Rates for non-contracted UPS devices

Service Hours	Hourly Rate
Service Hour 7:00am through 6:00PM	\$110.00
Service Hour 6:01PM through 6:59AM	\$150.00

INVOICE

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

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

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