



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 1, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Ore Power LLC (VC#285132), Califon, NJ in an amount up to and not to exceed \$1,559,550. for Uninterrupted Power Supply (UPS) Maintenance, Inspection, Repair, Parts, and Replacement Services, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval for the period May 1, 2024, through April 30, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2864-24 on December 18, 2023, with responses due on, January 25, 2024. This RFB reached 117 vendors through the NIGP registry with an additional 7 directly sourced. There were 4 responses received, three (3) of which were compliant, with the lowest compliant submission received being from Ore Power LLC.

This contract, upon approval will continue to allow the state to receive necessary UPS maintenance, inspection, repair, parts, and replacement services. UPS units are devices which are needed to provide backup power when regular power sources fail, or voltage drops to an unacceptable level. In the event of a grid power failure, they protect equipment from damage, allowing for a safe, orderly shutdown of a computer and connected equipment.

The DAS, through the Department of Information Technology (DoIT) currently utilize an existing contract (Contract #8002816) through DC Group, for UPS services, which is set to expire on April 30, 2024. Although DC Group did participate in the bid process, they were the highest of the three (3) compliant submissions. This proposed contract reflects a savings of \$52,675 over the term for comparable items. There were an additional fifty-three (53) UPS units that were added onto this proposed contract that were not part of the expiring contract agreement.

Contract financials	
Estimated annual spend	\$311,910.00
Estimated five-year spend	\$1,559,550.00
Recommended price limitation	\$1,559,550.00

Based on the foregoing, I am respectfully recommending approval of the contract with Ore Power LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

March 7, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Ore Power LLC, as described below and referenced as DoIT No. 2024-104.

The purpose of this request is to provide Uninterrupted Power Supply (UPS) Maintenance, Inspection, Repair, Parts, and Replacement Services Statewide.

The Total Price Limitation shall be \$1,559,550 effective upon Governor and Executive Council approval through April 30, 2029.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-104

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunicca
Director
(603) 271-2201

RFB Bid Summary

Bid Description		UPS Maintenance, Inspection, Repair, Parts, and Replacement Services				Agency		Statewide		
RFB#		2864-24				Requisition #		N/A		
Agent Name		Lincoln Adams				Bid Closing		1/2/2024 @ 11:00 AM		
INDICATES AWARD: <input type="checkbox"/>								Comparable items only When Compared to Ore Power LLC Low Bid		
County	Manufacturer	Model Number	QTY	Ore Power LLC Term Total	EOLA Power Term Total	DC Group Term Total	United Power System Term Total	Expiring Contract (8002816) Term Total	Price Change Difference	% Change Difference
BELKNAP	No Equipment currently listed for Belknap County		0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A
CARROLL	No Equipment currently listed for Carroll County		0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A
CHESHIRE	No Equipment currently listed for Carroll County		0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A
COOS	APC	SUJ2200RTXLCD2U	1	\$2,540.00	\$4,525.00	\$10,000.00	\$2,312.81	N/A	N/A	N/A
GRAFTON	APC	SRT1500RMXLA	14	\$35,560.00	\$63,350.00	\$98,000.00	\$23,207.66	N/A	N/A	N/A
	APC	C1500	1	\$2,540.00	\$4,525.00	\$7,000.00	\$2,762.81	N/A	N/A	N/A
	APC	SRT3000XLW-IEC	2	\$5,080.00	\$9,050.00	\$14,000.00	\$3,315.38	N/A	N/A	N/A
HILLSBOROUGH	APC	SURTF30B4F30KVA	1	\$5,040.00	\$13,450.00	\$20,000.00	\$4,144.23	\$7,900.00	\$2,860.00	36%
	APC	SYAF8KRMT	1	\$3,790.00	\$5,375.00	\$12,000.00	\$1,657.69	\$4,200.00	\$410.00	10%
	APC	SURTF30B4F	1	\$5,040.00	\$13,450.00	\$20,000.00	\$2,762.81	N/A	N/A	N/A
	APC	SRT16KXLT	1	\$2,540.00	\$4,525.00	\$12,000.00	\$1,657.69	N/A	N/A	N/A
MERRIMACK	APC	SRT1500RMXLA-NC	1	\$2,540.00	\$4,525.00	\$7,000.00	\$1,657.69	N/A	N/A	N/A
	APC	SURTF20KRMXLT	2	\$7,580.00	\$24,900.00	\$40,000.00	\$8,841.00	\$12,600.00	\$5,020.00	40%
	APC	SRT2200RMXLA-NC	1	\$2,540.00	\$4,525.00	\$7,000.00	\$2,762.81	N/A	N/A	N/A
	APC	SURTF15KRMXLT	2	\$7,580.00	\$22,300.00	\$34,000.00	\$8,841.00	\$10,600.00	\$3,020.00	28%
	APS UPS	SRT 5000VA RM208V	1	\$2,540.00	\$4,525.00	\$7,000.00	\$2,210.25	N/A	N/A	N/A
	Cyber Power	550	3	\$7,620.00	\$13,575.00	\$21,000.00	\$3,315.39	N/A	N/A	N/A
	Eaton	9355	1	\$5,040.00	\$11,150.00	\$20,000.00	\$5,525.62	\$5,300.00	\$260.00	5%
	Eaton	9155	5	\$25,200.00	\$55,750.00	\$85,000.00	\$27,628.10	\$26,200.00	\$1,000.00	4%
	Eaton	9390-40-80 (VRLE Sealed)	1	\$6,290.00	\$14,500.00	\$27,000.00	\$6,078.20	N/A	N/A	N/A
	Eaton	Trip Lite Smart 1500	13	\$33,020.00	\$58,825.00	\$91,000.00	\$21,550.10	N/A	N/A	N/A
	Liebert	APM	1	\$6,290.00	\$14,500.00	\$27,000.00	\$5,525.62	N/A	N/A	N/A
	MGE Galaxy 4000	72-173005-00/50kVA	1	\$6,290.00	\$12,950.00	\$25,000.00	\$5,641.79	\$4,100.00	-\$2,190.00	-53%
	MGE Comet	72-160400-44/150kVA	2	\$17,580.00	\$34,870.00	\$60,000.00	\$14,366.64	\$27,200.00	\$9,620.00	35%
	MGE Comet	72-160400-44/100kVA	2	\$15,080.00	\$32,870.00	\$60,000.00	\$14,366.64	\$11,200.00	-\$3,880.00	-35%
	Mitsubishi	2033D	2	\$15,080.00	\$25,900.00	\$54,000.00	\$11,051.24	\$29,800.00	\$14,720.00	49%
Mitsubishi	UP1133B - A603SU-2 60/80	2	\$15,080.00	\$25,900.00	\$54,000.00	\$13,261.52	\$22,000.00	-\$6,920.00	31%	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

	Mitsubishi	UP9933A-A803DU/80kVA	3	\$22,620.00	\$43,500.00	\$81,000.00	\$19,892.28	\$44,700.00	\$22,080.00	49%
	Mitsubishi	3033C/7.5kVA-50k VA	1	\$6,290.00	\$12,950.00	\$20,000.00	\$3,315.38	\$5,650.00	-\$640.00	-11%
	Powervar	Security Plus UPS	1	\$2,540.00	\$4,525.00	\$15,000.00	\$3,867.94	N/A	N/A	N/A
	Powervar	5.0KVA	1	\$2,540.00	\$4,525.00	\$7,000.00	\$3,315.38	N/A	N/A	N/A
	Powervar	4.0KVA	1	\$2,540.00	\$4,525.00	\$7,000.00	\$3,315.38	N/A	N/A	N/A
	Schneider Electric	APC 360	4	\$10,160.00	\$18,100.00	\$28,000.00	\$6,630.80	N/A	N/A	N/A
	Toshiba	G9000/80kVA	1	\$7,540.00	\$11,950.00	\$27,000.00	\$7,183.32	\$12,550.00	\$5,010.00	40%
	AVC	VAC Silicon SL240KG	1	\$10,040.00	\$5,000.00	\$42,500.00	\$7,735.87	\$19,875.00	\$9,835.00	49%
	UPS	SRT 5000 VA	1	\$2,540.00	\$4,525.00	\$7,000.00	\$3,315.38	N/A	N/A	N/A
ROCKINGHAM	APC	SRT5KXLT	1	\$2,540.00	\$4,525.00	\$7,000.00	\$3,315.38	N/A	N/A	N/A
	APC	SU2200RTXLCD2U	1	\$2,540.00	\$4,525.00	\$7,000.00	\$2,762.81	N/A	N/A	N/A
	Triplite	SU2200RTXLCD2U	1	\$2,540.00	\$4,525.00	\$7,000.00	\$2,762.81	N/A	N/A	N/A
STRAFFORD	No Equipment currently listed for Strafford County		0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A
SULLIVAN	No Equipment currently listed for Sullivan County		0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A
TOTAL				\$311,910.00	\$602,990.00	\$1,067,500.00	\$261,857.42	\$243,875.00	\$74,045.00	22%
							Non-Compliant			

Comparable items only When Compared to
Ore Power, LLC Low Bid

County	Number of Equipment	Ore Power LLC Term Total	EOLA Power Term Total	DC Group Term Total	United Power System Term Total	Expiring Contract (8002816) Term Total	Term Price Change Difference	% Change Difference	
Belknap	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	
Carroll	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	
Cheshire	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	
Coos	1	\$2,540.00	\$4,525.00	\$10,000.00	\$2,312.81	N/A	N/A	N/A	
Grafton	17	\$43,180.00	\$76,925.00	\$119,000.00	\$29,285.85	N/A	N/A	N/A	
Hillsborough	4	\$16,410.00	\$36,800.00	\$64,000.00	\$10,222.42	\$12,100.00	-\$4,310.00	-36%	
Merrimack	55	\$242,160.00	\$471,165.00	\$853,500.00	\$211,195.34	\$231,775.00	-\$10,385.00	-4%	
Rockingham	3	\$7,620.00	\$13,575.00	\$21,000.00	\$8,841.00	N/A	N/A	N/A	
Strafford	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	
Sullivan	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	
Grand Total	80	\$311,910.00	\$602,990.00	\$1,067,500.00	\$261,857.42	\$243,875.00			
							Non-Compliant		
Estimated annual spend		\$311,910.00	Expiring contract annual		\$243,875.00				
Estimated term spend		\$1,559,550.00	Expiring contract term		\$1,219,375.00				
Add allowance for balance of product line		\$0.00	Cost increase		\$340,175.00				
Recommended price limitation		\$1,559,550.00	Delta: new vs. expiring		22%				



RFB Bid Summary

Recommendation Summary			
Statewide Contract or Amendment	Statewide Contract		
Term of Contract	5 Years with the option to extend for an additional 2 years		
Price Limitation	\$1,559,550.00		
Number of Solicitations Received	4		
Number of Sourced bidders	7		
Number of NIGP Vendors Sourced	117		
Number of non-responsive bidders	120		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Method of Payment (P-card/ACH)	P-Card/ACH		
FOB Delivered	Yes		
Expiring Contract Term	\$1,219,375.00		
Total Cost Increase (\$/%)	\$340,175.00	22%	Increase

Special Notes: The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2864-24 on December 18, 2023, with responses due on, January 25, 2024. This RFB reached 117 vendors through the NIGP registry with an additional 7 directly sourced. There were 4 responses received, three (3) of which were compliant, with the lowest compliant submission received being from Ore Power LLC. United Power systems was deemed non-compliant as they did not completely fill out the offer sheet. This proposed contract reflects a savings of \$52,675 over the term for comparable items. There were an additional fifty-three (53) UPS units that were added onto this proposed contract that were not part of the expiring contract agreement.

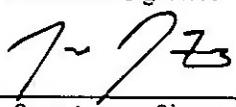
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Ore Power LLC		1.4 Contractor Address 516 Country Rd. 513 Califon, NJ 07830	
1.5 Contractor Phone Number 862-263-0258	1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2029	1.8 Price Limitation \$1,559,550.00
1.9 Contracting Officer for State Agency Gary Lunetta – Director		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 2/22/24		1.12 Name and Title of Contractor Signatory Tanner Timmons, VP	
1.13 State Agency Signature  Date: 3/21/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: March 29, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Ore Power, LLC (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, Inspection, Repair, Parts, and Replacement Services in accordance with the bid submission in response to State Request for Bid #2864-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2864-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2864-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on May 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2029, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

The Contract may be amended, by agreement of the parties, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted location.

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.

Maintenance/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 the offer sheet, as well as have 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 battery voltage, 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 calibratè 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: <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.
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 <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.
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.
<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. • 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:
<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.

Maintenance/Inspection/Service Category 2 – Break-Fix Services

REQUIREMENTS
Must be a certified/authorized Service Provider for all UPS brands and models listed in the offer sheet. 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. • 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. • 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. • 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 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. • 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. • 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 • Contractor must 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.
PARTS AND SUPPLIES
REQUIREMENTS
<ul style="list-style-type: none"> • Parts supplies should be shipped within two (2) business days unless other arrangements have been made with the State. • All pricing for parts supplies 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.
REPLACEMENT REQUIREMENTS
<ul style="list-style-type: none"> • Parts replacement should be shipped within two (2) business days unless other arrangements have been made with the State. • 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.
<p>Warranty Terms:</p> <ul style="list-style-type: none"> • Parts – 90 days, OR manufacturer's standard warranty, whichever is greater

ANY ADDITIONAL AGENCY OR ELIGIBLE PARTICIPANT THAT CHOOSES TO OBTAIN UPS SERVICES UNDER THE AGREEMENT

If a contractor is already servicing the exact manufacturer and model of UPS in a particular county, additional UPS's will be serviced at that model rate, and hourly rate for that county as per the contractors bid response pricing.

Except as otherwise provided in this Scope of Services, all services performed under this Contract 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.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors 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. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Lincoln Adams and sent electronic to Lincoln.J.Adams@DAS.NH.Gov. At a minimum, the Report shall include:

- **Contract Number**
- **Utilizing Agency and/or Eligible Participant**
- **Locations and address of service.**
- **UPS Manufacturer**
- **UPS Model Number**
- **UPS Serial Number**
- **KVA**
- **List of all Services/Products/Parts/Materials Purchased (showing the manufacturer, item, any and all parts, part numbers, detailed part description, unit of measure if applicable, unit cost and final extended cost total.)**
- **Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:**
 - **Percentage of recycled materials contained within finished products**
 - **Percentage of waste recycled throughout the manufacturing process**

- Types and volume of packaging used for transport
- Any associated material avoided and/or recycled as applicable under contract
- A standardized reporting form will be provided after contract award
- Total Cost of all Services and or Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

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 #2864-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e.; telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

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. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide UPS Maintenance, Inspection, Repair, Parts, and Replacement Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,559,550.00; 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.

10. PRICING STRUCTURE:

County	Manufacturer	Model Number	Quantity	Major Semi-Annual Maintenance Cost				
				Year 1 (May 2024 - April 2025)	Year 2 (May 2025 - April 2026)	Year 3 (May 2026 - April 2027)	Year 4 (May 2027 - April 2028)	Year 5 (May 2028 - April 2029)
BELKNAP	No Equipment currently listed for Belknap County		0					
CARROLL	No Equipment currently listed for Carroll County		0					
CHESHIRE	No Equipment currently listed for Cheshire County		0					
COOS	APC	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	SRT1500RMXLA	14	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	C1500	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	SRT3000XLW-IEC	2	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
GRAFTON	APC	SURTF30B4F30KVA	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00
	APC	SYAF8K RMT	1	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00
	APC	SURTF30B4F	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00
	APC	SRT6KXLT	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
HILLSBOROUGH	APC	SRT1500RMXLA-NC	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	SURTF20KRMXLT	2	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00
	APC	SRT2200RMXLA-NC	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	SURTF15KRMXLT	2	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00
	APS UPS	SRT 5000VA RM208V	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	Cyber Power	550	3	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	Eaton	9355	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00
	Eaton	9155	5	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00
	Eaton	9390-40-80 (VRLE Sealed)	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00
	Eaton	Trip Lite Smart 1500	13	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	Liebert	APM	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00
	MGE Galaxy 4000	72-173005-00/50kVA	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00
	MERRIMACK	MGE Comet	72-160400-44/150kVA	2	\$1,750.00	\$1,750.00	\$1,760.00	\$1,760.00
MGE Comet		72-160400-44/100kVA	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00
Mitsubishi		2033D	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00
Mitsubishi		UP1133B - A603SU-2 60/80	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00
Mitsubishi		UP9933A-A803DU/80kVA	3	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00
Mitsubishi		3033C/7.5kVA-50kVA	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00
Powervar		Security Plus UPS	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
Powervar		5.0KVA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
Powervar		4.0KVA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
Schneider Electric		AOC 360	4	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
Toshiba		G9000/80kVA	1	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00
AVC		VAC Silicon SI.240KG	1	\$2,000.00	\$2,000.00	\$2,010.00	\$2,010.00	\$2,020.00
UPS		SRT 5000 VA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
ROCKINGHAM	APC	SRT5KXLT	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	APC	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
	Triplite	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00
STRAFFORD	No Equipment currently listed for Strafford County		0					
SULLIVAN	No Equipment currently listed for Sullivan County		0					

Major Semi-Annual Maintenance Rate is for two (2) Semi Annual Preventative Maintenance services per year. Should an agency choose to only receive one (1) annual service the cost will be half of the Major Semi-Annual rate.

Labor Rates per hour / per person by County							
Belknap				Carroll			
Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Cheshire				Coos			
Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Grafton				Hillsborough			
Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Merrimack				Rockingham			
Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Strafford				Sullivan			
Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays							
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays							
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)							
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)							
<i>*Holidays shall be based on State designated holidays</i>							

11. 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. If the agency is enrolled in the P-Card program, the contractor shall be paid by Procurement Card.

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

12. PAYMENT:

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

EXHIBIT D - RFB 2864-24

RFB #2864-24 is incorporated here within.

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ORE POWER LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on February 07, 2024. 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: 953704

Certificate Number: 0006658805



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Tanner Timmons, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of ORE Power LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for ninety (90) days from the date of this Corporate Resolution.

DATED: 2-23-24

ATTEST:

Jacob Lindsey PERSONAL
(Name & Title) DATED
JACOB LINDSEY



JACOB ELLIS LINDSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224002700
MY COMMISSION EXPIRES 01/19/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Henry O. Baker Insurance Group 7 South Warren Street Dover, NJ 07801	CONTACT NAME: Valerie Rivera PHONE (A/C, No, Ext): (973) 366-0500 234 FAX (A/C, No): (973) 366-5116 E-MAIL ADDRESS: valerier@henryobaker.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED ORE Power LLC PO Box 507 Califon, NJ 07830														

COVERAGES **CERTIFICATE NUMBER:** **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"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BLS67396601	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS67396601	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO67396601	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	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	XWS67396601	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <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

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 1/24/24

Company Name: ORE Power LLC

Address: 516 County Rd 513

Califon, NJ 07830

To: Point of Contact: Lincoln Adams
Telephone: (603)-271-0580
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES**

Bid Number: **2864-24**

Bid Posted Date (on or by): **December 18, 2023**

Bid Closing Date and Time: **January 18, 2024 @ 11:00 AM (EST)**

Dear Lincoln Adams:

[Insert name of signor] Tanner Timmons, on behalf of ORE Power LLC [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2864-24 for UPS Maintenance, Inspection, Repair, Parts, and Replacement Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature  Authorized Signor's Title VP

**REQUEST FOR BID FOR UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES
FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for UPS Maintenance, Inspection, Repair, Parts, and Replacement Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

12/18/2023	Bid Solicitation distributed on or by
01/16/2023	Last day for questions, clarifications, and/or requested changes to bid
01/18/2024	11:00 AM (EST) Bid Closing
05/01/2024	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on May 1, 2024, or upon approval of the Commissioner of the Department of Administrative Services, or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2029, a period of approximately five (5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. The award shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an REP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

Updated Published Price List MUST be e-mailed to Lincoln.J.Adams@DAS.NH.Gov.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Lincoln Adams and sent electronic to Lincoln.J.Adams@DAS.NH.Gov.

At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and/or Eligible Participant
- Locations and address of service.
- UPS Manufacturer
- UPS Model Number
- UPS Serial Number
- List of all Services/Products/Parts/Materials Purchased (showing the manufacturer, item, any and all parts, part numbers, detailed part description, unit of measure if applicable, unit cost and the final extended cost total.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services and or Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

A separate **detailed itemized invoice** shall be submitted to each corresponding State agency or political sub-division after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature

Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SCOPE OF SERVICES:

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.

Maintenance/Service Category I – Semi-Annual (Minor) Inspections and Annual (Major) Inspections

REQUIREMENTS
Must be a certified/authorized Service Provider for all UPS brands and models, listed in the offer sheet, as well as have 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.
<ol style="list-style-type: none"> 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 battery voltage, currents, and frequency. <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> a. Full testing includes customer bringing generator on line if one exists (step is optional). 15. Verify proper operation of remote status panel and monitoring. <ol style="list-style-type: none"> a. Full testing includes customer bringing generator on line if one exists (step is optional). 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:
<ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> o Ability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary. o 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 o 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 <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.
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.
<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.

- 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.

Maintenance/Inspection/Service Category 2 – Break-Fix Services

REQUIREMENTS
Must be a certified/authorized Service Provider for all UPS brands and models listed in the offer sheet. 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. • 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. • Parts replacement should be completed within two (2) business days unless other arrangements have been made with the State. • 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 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. • 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. • 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. • Hourly rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the State.
PARTS AND SUPPLIES
REQUIREMENTS
<ul style="list-style-type: none"> • Parts supplies should be shipped within two (2) business days unless other arrangements have been made with the State. • All pricing for parts supplies 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.
<p>Warranty Terms:</p> <ul style="list-style-type: none"> • Parts – 90 days, OR manufacturer's standard warranty, whichever is greater
REPLACEMENT
REQUIREMENTS
<ul style="list-style-type: none"> • Parts replacement should be shipped within two (2) business days unless other arrangements have been made with the State. • 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.
<p>Warranty Terms:</p> <ul style="list-style-type: none"> • Parts – 90 days, OR manufacturer's standard warranty, whichever is greater

ANY ADDITIONAL AGENCY OR ELIGIBLE PARTICIPANT THAT CHOOSES TO OBTAIN UPS SERVICES UNDER THE AGREEMENT

If a contractor is already servicing the exact manufacturer and model of UPS in a particular county, additional UPS's will be serviced at that model rate, and hourly rate for that county as per the contractors bid response pricing.

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall 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 Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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 Vendor 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 Vendor'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, please include 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.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? Yes or No (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

Please see Attachment 1: OFFER SHEET

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Tanner Timmons

862-263-0258

Contact Person

Local Telephone Number

Toll Free Telephone Number

tanner@ore-power.com

www.ore-power.com

E-mail Address

Company Website

ORE Power LLC

516 County Rd 513 Califon, NJ 07830

Vendor Company Name

Vendor Address

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications. <https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment I: OFFER SHEET

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 240 991 200 187

Passcode: iUMaDi

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 112 013 000 1

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944,216410025# United States, Concord

Phone Conference ID: 216 410 025#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)



STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 25 CAPITOL STREET
 CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: December 21, 2023

ADDENDUM # 01 TO BID INVITATION #2864-24

DATE AND TIME OF BID CLOSING: 1/18/2024 11:00 AM

FOR: UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES

Bid Currently Reads:

Offer sheet -

31		MGE Comet	72-160400-44/150kVA	1
32	MERRIMACK	MGE Comet	72-160400-44/100kVA	1

Changed Bid to Read:

Offer Sheet -

31		MGE Comet	72-160400-44/150kVA	2
32	MERRIMACK	MGE Comet	72-160400-44/100kVA	2

PURCHASING AGENT: LINCOLN ADAMS

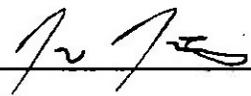
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: ORE Power LLC

ADDRESS 516 County Rd 513 Califon, NJ 07830

PRINT NAME: Tanner Timmons

SIGNATURE: 

TEL. NO. 862-263-0258

EMAIL ADDRESS: tanner@ore-power.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: January 10, 2024

ADDENDUM # 02 TO BID INVITATION #2864-24

DATE AND TIME OF BID CLOSING: 1/18/2024 11:00 AM

FOR: UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES

- **QUESTION 1:** Can the site addresses be provided for all equipment listed?
STATE RESPONSE: Listed equipment is by county and all address locations will be provided for units by agencies after contract implementation.
- **QUESTIONS 2:** For the required usage reports....will these be per county, per county department, etc.?
STATE RESPONSE: The quarterly usage reporting requirements are listed on page 4 of the bid document under **USAGE REPORTING:**
- **QUESTIONS 3:** What will be the purchase process....is it up to the county(ies) to issue POs, county departments, or will it be ordered by the state, is it possible/likely that not all the counties listed would move forward with this contract?
STATE RESPONSE: The local entitles can choose whether to leverage the Statewide contract to support their environments. If they choose to utilize the contract, they will need to issue their own PO's.
- **QUESTIONS 4:** Is proactive component replacement to be covered by the annual fees, or is proactive component quotable/billable?
STATE RESPONSE: Proactive component replacement is not covered by the annual fees. A quote will need to be generated, and approved by the agency/entity before any replacement work is performed.
- **QUESTIONS 5:** Is battery mark up max amount 10% (same as parts)?
STATE RESPONSE: Yes
- **QUESTIONS 6:** Where do we list pricing for the possible additional 2 years beyond the 5 year base?
STATE RESPONSE: The offer sheet has been updated to incorporate pricing for possible contract extension period. Please use the updated offer sheet.
- **QUESTIONS 7:** The equipment list includes generators (Olympian & Kohler). The SOW does not list generator work. Please advise. Also, provide generator size(s) and serial #s.
STATE RESPONSE: Olympian and Kohler Generators have been removed from the offer sheet. Please use the updated offer sheet.
- **QUESTIONS 8:** Can we submit pricing for UPS services only, not including the generators?
STATE RESPONSE: Yes. Olympian and Kohler Generators have been removed from the offer sheet. Please use the updated offer sheet.
- **QUESTION 9:** Are the "health checks" billable (in the event the state wishes to cover additional UPS units)?
STATE RESPONSE: For any UPS units that entities want to add to the contract, the vendor should provide a rate for performing a health check that is consistent with the contract health check rates.

- **QUESTION 10:** Are the sites drive up or gated?
STATE RESPONSE: Some sites are drive up and some may or may not be gated.
- **QUESTION 11:** Is 4x4 needed for any site?
STATE RESPONSE: It is possible for some sites but cannot be determined at this time.
- **QUESTION 12:** Can we drive within 50' of each generator?
STATE RESPONSE: This will vary by location.
- **QUESTION 13:** Do you have the serial numbers for each generator?
STATE RESPONSE: Generators were removed from the offer sheet. Please use the updated offer sheet.
- **QUESTION :** Belknap second unit appears to be an Olympian generator part number, but has Mitsubishi as the manufacturer, can you confirm the OEM & model please?
STATE RESPONSE: Manufacturer is Olympian. G-150-2020. Please use updated offer sheet.
- **QUESTION 15:** Can you clarify the APC part number at Grafton, "UPSAPC92xx"?
STATE RESPONSE: The correct model number is SRT1500RMXLA. This has been corrected. Please use the updated offer sheet.

Line 12 Model number corrected to read:

12		APC	SRT1500RMXLA
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Offer Sheet Added to Merrimack County to Read:

30		Liebert	APM	1
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PLEASE USE THE UPDATED OFFER SHEET.
ONLY THE UPDATED OFFER SHEET WILL BE ACCEPTED!

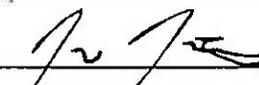
Last day for any questions, clarifications and/or requested changes need to be reported to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov by 1/16/24 as listed on page 2 of the bid document under TIMELINE:

PURCHASING AGENT: LINCOLN ADAMS
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: ORE Power LLC

ADDRESS: 516 County Rd 513 Califon, NJ 07830

PRINT NAME: Tanner Timmons **SIGNATURE:** 

TEL. NO. 862-263-0258 **EMAIL ADDRESS:** tanner@ore-power.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: January 17, 2024

ADDENDUM # 03 TO BID INVITATION #2864-24

DATE AND TIME OF BID CLOSING: 1/25/2024 11:00 AM

FOR: UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES

- **QUESTION 16:** Line 28 on the new sheet what Kva is the Liebert
STATE RESPONSE: 45 Kva

QUESTIONS 17: We are requesting adjusted language for below:

Instructions: Vendors are to fill out each of the "Annual Rate" of service columns for each line item. It is understood that Major Semi-Annual Maintenance Rate is for two (2) Semi Annual Preventative Maintenance services per year. Should an agency choose to only receive one (1) annual service it is understood that the cost will be half of the Major Semi-Annual rate.

A vendors must bid on all yellow highlighted cells to be considered for the bid.

Since this is a "full-service" agreement where 24x7 emergency services are included in the annual fee, the above language will result in highly inflated pricing. We need to ensure that we're compensated for the "full-service" portion of the annual fee in the cost of (1)PM as the sites have the option to get 1 or 2 PMs. Essentially the sites would be paying for the 24x7 service portion 2x. The previous RFP had the 1st PM priced out, then the 2nd PM priced separately in case the site(s) requested. Please advise.

STATE RESPONSE: No. The current language will not be adjusted. If a site requests only 1 PM, it will be half of the major semi-annual rate. The State will not be paying 2x for 24/7 service. Minor inspections that are not part of an annual or semi-annual service will be based labor rates and materials.

Vendors pricing should be listed for the model listed to receive 2 PM's per year.

Vendors should NOT input pricing for Major Semi-Annual Maintenance Cost based on the quantity listed, but rather a single models cost for a 2PM per year service. The quantity listed is just for vendors informational purposes.

Again, vendors should input their pricing for that specific model and NOT base their pricing off of quantity listed. Should you have further specific questions or comments on this please submit them via e-mail to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov

QUESTION 18: Can more information be provided for the Schneider Electric AOC360; qty 4, equipment? I have not been able to identify that model.

STATE RESPONSE: This is a typo and should read APC360.

Bid TIMELINE currently reads:

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

12/18/2023	Bid Solicitation distributed on or by
01/16/2023	Last day for questions, clarifications, and/or requested changes to bid
01/18/2024	11:00 AM (EST) Bid Closing
05/01/2023	Implementation of Contract

BID TIMELINE CHANGED TO READ:

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

12/18/2023	Bid Solicitation distributed on or by
01/22/2023	Last day for questions, clarifications, and/or requested changes to bid
01/25/2024	11:00 AM (EST) Bid Closing
05/01/2023	Implementation of Contract

PURCHASING AGENT: LINCOLN ADAMS

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: ORE Power LLC

ADDRESS: 516 County Rd 513 Califon, NJ 07830

PRINT NAME: Tanner Timmons SIGNATURE: _____

TEL. NO. 862-263-0258 EMAIL ADDRESS: tanner@ore-power.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

ATTACHMENT 1 TO RFB 2864-24 FOR UPS MAINTENANCE, INSPECTION, REPAIR, PARTS, AND REPLACEMENT SERVICES

Instructions: Vendors are to fill out each of the "Annual Rate" of service columns for each line item. It is understood that Major Semi-Annual Maintenance Rate is for two (2) Semi Annual Preventative Maintenance services per year. Should an agency choose to only receive one (1) annual service it is understood that the cost will be half of the Major Semi-Annual rate.

A vendors must bid on all yellow highlighted cells to be considered for the bid.

VENDOR NAME: ORE Power LLC

Not considered for award purposes, However vendors need to fill in this pricing section.

County	Manufacturer	Model Number	Quantity	Major Semi-Annual Maintenance Cost Year 1	Major Semi-Annual Maintenance Cost Year 2	Major Semi-Annual Maintenance Cost Year 3	Major Semi-Annual Maintenance Cost Year 4	Major Semi-Annual Maintenance Cost Year 5	5 YEAR TERM TOTAL	Major Semi-Annual Maintenance Cost Year 6	Major Semi-Annual Maintenance Cost Year 7
				Year 1 (May 2024 - April 2025)	Year 2 (May 2025 - April 2026)	Year 3 (May 2026 - April 2027)	Year 4 (May 2027 - April 2028)	Year 5 (May 2028 - April 2029)		Year 6 (May 2029 - April 2030)	Year 7 (May 2030 - April 2031)
											Not considered for award purposes, However vendors need to fill in this pricing section.
BELKNAP	No Equipment currently listed for Belknap County			0					\$0.00		
CARROLL	No Equipment currently listed for Carroll County			0					\$0.00		
CHESHIRE	No Equipment currently listed for Carroll County			0					\$0.00		
COOS	APC	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
GRAFTON	APC	SRT1500RMXLA	14	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$35,560.00	\$520.00	\$530.00
	APC	C1500	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	APC	SRT3000XLW-HEC	2	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$5,080.00	\$520.00	\$530.00
HILLSBOROUGH	APC	SURIF3084F30KVA	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00	\$5,040.00	\$1,020.00	\$1,030.00
	APC	SYAFBKRM1	1	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00	\$3,790.00	\$770.00	\$780.00
	APC	SURIF3084F	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00	\$5,040.00	\$1,020.00	\$1,030.00
	APC	SRT6KXLT	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
MERRIMACK	APC	SRT1500RMXLA-NC	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	APC	SURT20KRMXLT	2	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00	\$7,580.00	\$770.00	\$780.00
	APC	SRT2200RMXLA-NC	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	APC	SURT15KRMXLT	2	\$750.00	\$750.00	\$760.00	\$760.00	\$770.00	\$7,580.00	\$770.00	\$780.00
	APS UPS	SRT 5000VA RM208V	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	Cyber Power	550	3	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$7,620.00	\$520.00	\$530.00
	Eaton	9355	1	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00	\$5,040.00	\$1,020.00	\$1,030.00
	Eaton	9155	5	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,020.00	\$25,200.00	\$1,020.00	\$1,030.00
	Eaton	9390-40-80 (VRL E Sealed)	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00	\$6,290.00	\$1,270.00	\$1,280.00
	Eaton	Trip Lite Smart 1500	13	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$33,020.00	\$520.00	\$530.00
	Uebert	APM	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00	\$6,290.00	\$1,270.00	\$1,280.00
	MGE Galaxy 4000	72-173005-00/50KVA	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00	\$6,290.00	\$1,270.00	\$1,280.00
	MGE Comet	72-160400-44/150KVA	2	\$1,750.00	\$1,750.00	\$1,760.00	\$1,760.00	\$1,770.00	\$17,580.00	\$1,770.00	\$1,780.00
	MGE Comet	72-160400-44/100KVA	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00	\$15,080.00	\$1,520.00	\$1,530.00
	Mitsubishi	2033D	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00	\$15,080.00	\$1,520.00	\$1,530.00
	Mitsubishi	UPI1133B - A603SU-2 60/80	2	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00	\$15,080.00	\$1,520.00	\$1,530.00
	Mitsubishi	UP9933A-A803DU/80KVA	3	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00	\$22,620.00	\$1,520.00	\$1,530.00
	Mitsubishi	3033C/7.5KVA-50KVA	1	\$1,250.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,270.00	\$6,290.00	\$1,270.00	\$1,280.00
Powervar	Security Plus UPS	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00	
Powervar	5.0KVA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00	
Powervar	4.0KVA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00	
Schneider Electric	AOC 360	4	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$10,160.00	\$520.00	\$530.00	
Toshiba	G9000/80KVA	1	\$1,500.00	\$1,500.00	\$1,510.00	\$1,510.00	\$1,520.00	\$7,540.00	\$1,520.00	\$1,530.00	
AVC	VAC Silicon SL240KG	1	\$2,000.00	\$2,000.00	\$2,010.00	\$2,010.00	\$2,020.00	\$10,040.00	\$2,020.00	\$2,030.00	
UPS	SRT 5000 VA	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00	
ROCKINGHAM	APC	SRT15KXLT	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	APC	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
	Triplite	SU2200RTXLCD2U	1	\$500.00	\$500.00	\$510.00	\$510.00	\$520.00	\$2,540.00	\$520.00	\$530.00
STRAFFORD	No Equipment currently listed for Strafford County			0					\$0.00		
SULLIVAN	No Equipment currently listed for Sullivan County			0					\$0.00		
Total									\$311,910.00		

Labor Rates per hour / per person by County

NOTE to Bidders Although there is currently no equipment listed for Belknap and Carroll county, Please input hourly rate for future usage. Year 6 & 7 will not be considered for award purposes but are incorporated should a contract extension take place after the initial 5 year term.	Belknap				Carroll			
	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
	Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
*Holidays shall be based on State designated holidays								

Labor Rates per hour / per person by County

<p>***NOTE to Bidders*** Although there is currently no equipment listed for Cheshire county, Please input hourly rate for future usage. Year 6 & 7 will not be considered for award purposes but are incorporated should a contract extension take place after the initial 5 year term.</p>	Cheshire				Coos			
	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
<i>*Holidays shall be based on State designated holidays</i>								
Labor Rates per hour / per person by County								
<p>***NOTE to Bidders*** Year 6 & 7 will not be considered for award purposes but are incorporated should a contract extension take place after the initial 5 year term.</p>	Grafton				Hillsborough			
	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
<i>*Holidays shall be based on State designated holidays</i>								
Labor Rates per hour / per person by County								
<p>***NOTE to Bidders*** Year 6 & 7 will not be considered for award purposes but are incorporated should a contract extension take place after the initial 5 year term.</p>	Merrimack				Rockingham			
	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
<i>*Holidays shall be based on State designated holidays</i>								
Labor Rates per hour / per person by County								
<p>***NOTE to Bidders*** Although there is currently no equipment listed for Strafford and Sullivan County, Please input hourly rate for future usage. Year 6 & 7 will not be considered for award purposes but are incorporated should a contract extension take place after the initial 5 year term.</p>	Strafford				Sullivan			
	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7	Year 1 & 2	Year 3 & 4	Year 5	Year 6 & 7
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00	\$ 205.00	\$ 210.00	\$ 215.00	\$ 220.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 260.00	\$ 265.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
<i>*Holidays shall be based on State designated holidays</i>								

County	Number of Equipment	5 Year Term Totals
Belknap	0	\$0.00
Carroll	0	\$0.00
Cheshire	0	\$0.00
Coos	1	\$2,540.00
Grafton	17	\$43,180.00
Hillsborough	4	\$16,410.00
Merrimack	55	\$242,160.00
Rockingham	3	\$7,620.00
Strafford	0	\$0.00
Sullivan	0	\$0.00
Grand Total	80	\$311,910.00