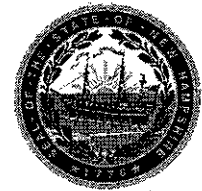


STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY



27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, Commissioner

June 2, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to MOP 150, VII (C), authorize the Department of Information Technology (DoIT) to enter into a Sole Source contract to procure and install a redundant Uninterruptible Power Supply (UPS) system with Emergency Power Industries, LLC. (VC# 263891), Weare, NH in the amount of \$101,196.00 for replacement of existing unit for NH Department of Safety, effective upon Governor and Council approval for the period of June 17, 2026 through June 30, 2026. 100% Other Funds (Inter-Agency Transfers).

Funds are available in State Fiscal Year 2026 with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

Table with 2 columns: Description (CAT#, DEPT#, AGENCY#, ACTIVITY#, ACCOUNTING UNIT #, DEPT NAME, AGENCY NAME, ACCOUNTING UNIT NAME, CLASS, OBJECT, DESC) and SFY 26 amount (\$101,196).

EXPLANATION

This Sole Source request is applicable due to receiving non-compliant bids and updated requirements of MOP 150 for thresholds of commodities and services.

This purchase is for a replacement Uninterruptible Power Supply (UPS) unit to address a failing system. Bid 114-26 resulted in no compliant bidders, after which a post-bid audit was completed and an RFQ was distributed to several local providers.

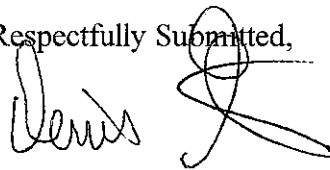
This acquisition is time-sensitive due to previous UPS failures within the department, including incidents that resulted in units catching fire. Industry lead times place delivery and installation at approximately 8-10 months. The existing unit (UPS #1) has reached end of life and now poses a significant risk of failure. Replacing it is essential to maintaining the reliability of our power infrastructure.

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June 2, 2026
Page Two

The Department of Safety's UPS units operate in a redundant configuration, which ensures that if one unit fails, the other can fully support all critical systems without interruption. Preserving this redundancy is vital to ensuring continuous, safe, and reliable operations. The unit being purchased matches the model that was replaced in FY25.

Funding is currently available in our account to support the purchase of this replacement unit.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Denis", followed by a large, stylized flourish or scribble.

Denis Goulet
Commissioner/CIO
Department of Information Technology

DG/lmr

RID 101996



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER 1112100
This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/04/2026
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Freight Allowed
Terms: Net 30
Due Days: 30

Bill To: DOIT DEPT OF SAFETY
ATTN: BUSINESS OFFICE
27 HAZEN DR
CONCORD NH 03301

EMERGENCY POWER INDUSTRIES
72 ROCKLAND RD
PO BOX 594
WEARE NH 03281

Ship To:
DOIT DEPT OF SAFETY
DEPT OF INFORMATION TECHNOLOGY
41 HAZEN DR
CONCORD NH 03305

Phone: (603) 674-0512 AGENCY CONTACT: CHRIS LEWIS (603) 223-5754
Fax: 91 (603) 529-4573

Vendor #: 263891
Contact: Kevin A Burke

In accordance with Quote: 2015-531

Table with 5 columns: LINE, QTY, UOM, DESCRIPTION, UNIT PRICE, EXTENDED PRICE. Contains 7 line items for various UPS and battery equipment.

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 00300

Total Amount: \$101,196.00

***** CONTINUED *****

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. **EVENT OF DEFAULT; REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

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

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

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

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

12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. **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 below.

15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

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



**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: 04/20/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Patty Lott	Agency: Dept. of Information Technology
Commodity: UPS System (Uninterrupted Power Supply)	Vendor: Emergency Power Industries
RFB/RFP/RFQ (if applicable) RFB 114-26	Contract: N/A
Est. Amount: \$101,196.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, (A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Dept. of Information Technology (DoIT) is requesting to waive the competitive bid requirements in order to purchase an UPS System (Uninterrupted Power Supply) to replace a failing unit. Bid 114-26 resulted in no compliant bidders despite receiving three bid responses. The bid from Battery Backup Systems, Inc. was not compliant due to submitting alternative equipment not specified. The bid from Real Power, LLC is not compliant due to not completing the bid addendum's which contained price elements. The bid from Technology International, Inc. was not compliant due to not bidding on all required line items.

A post bid audit was conducted and Emergency Power Industries stated they "did not bid because they thought they did not need to since they already provided a quote". This purchase has been identified as time sensitive and the waiver is requested as time is not available to conduct another bid cycle. It is important to note, Emergency Power Industries is a local business which can provide maintenance and support as needed.

This waiver approval is contingent upon approval by the Governor and Executive Council.

SUBMITTED FOR ACCEPTANCE BY:

Digitally signed by Jonah L. Rosa @jonah.rosa@das.nh.gov Date: 2026.04.20 14:08:55 -04'00'	Digitally signed by Christophe R. Fuller @das.nh.gov Date: 2026.04.20 14:08:55 -04'00'	Digitally signed by Mathew F. Stanton @das.nh.gov Date: 2026.04.20 14:25:25 -04'00'
PA	ADMIN	DEPUTY DIRECTOR

BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

Digitally signed by
Gary S. Lunetta
Date: 2026.04.28
10:22:30 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
REVISED STATUTES, ANNOTATED 21-I:14, XII.

5/14/26

CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES

Emergency Power Industries
 72 ROCKLAND ROAD
 WEARE, NH. 03281
 603-529-4613
 emergencypower@gsinet.net

Proposal
Kawin

Name/Address
 EQUIPMENT CONTROL WAREHOUSE
 SAFETY BUSINESS OFFICE
 33 HAZEN DRIVE
 CONCORD, NH. 03301

Date	Estimate No.	Project
03/03/26	2015-531	

Item	Description	Quantity	Cost	Total
BATTERY BC43	Output Transformer: DOE 2016 / K13 / Aluminum-Wound - 80kVA, 480D-208Y/120V Dimensions: 30.0"W x 32.8"D x 78.7"H Weight: 1250 Lbs Color: Black (MT) Seismically Rated to IBC2015 / CBC2016 Pricing valid until 12/31/2024 EXTERNAL BATTERY CABINET TO SUPPLY 10 MINUTES OF RUN TIME @ 80KW; UPS/KVA: G9000 Series UPS - 80KVA Cabinets Per UPS: (1) BC43 Battery Per UPS: (1) Strings of (40) CSB HRL12200WFR (Supplied/Installed) Breaker Per Cabinet: (1) 200A each with (1) Aux and (1) 24V LVR Install Dimensions & Weight: 36.0 W x 29.5 D x 78.7 H, 2100 LBS Shipping Dimensions & Weight: (1) Splits each 44 W x 40 D x 86 H, 2175 LBS	1	17,745.00	17,745.00
DELIVERY	8-10 MONTHS ARO ESTIMATED	1		
WARRANTY	3 YR FACTORY WARRANTY PARTS/ LABOR; BATTERIES NOT INCLUDED	1		
NETWORK MONITOR	TMEIC NETWORK MONITOR SYSTEM	1	854.00	854.00
NETWORK MONITOR SU	NETWORK MONITOR START UP	1	620.00	620.00
VALID FOR 30 DAYS			Total	

Emergency Power Industries
 72 ROCKLAND ROAD
 WEARE, NH. 03281
 603-529-4613
 emergencypower@gsinet.net

Proposal

Name/Address
EQUIPMENT CONTROL WAREHOUSE SAFETY BUSINESS OFFICE 33 HAZEN DRIVE CONCORD, NH. 03301

Date	Estimate No.	Project
03/03/26	2015-531	

Item	Description	Quantity	Cost	Total
TARIFFS	Prices quoted do not include tariffs, import duties, or other government-imposed trade charges. Any such tariffs, duties, or fees imposed after the date of this quotation, or applicable at the time of shipment, will be added to the final invoice or adjusted accordingly.	1		
SERVICE	INSTALLATION ASSISTANCE; NOT TO EXCEED ONE DAY ON SITE; MAXIMUM OF 8 HOURS	1	1,200.00	1,200.00
SERVICE	TRAVEL TO LP COTE RIGGERS TO OVERSEE UNPACKING AND INSPECTING OF UPS EQUIPMENT; SERVICE PERFORMED DURING NORMAL HOURS M-F 8 X 5	1	1,200.00	1,200.00
VALID FOR 30 DAYS			Total	\$101,196.00