



**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

**ADMINISTRATIVE OFFICE**

32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

January 30, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a contract with J&S Power Solutions, Inc. (VC# 168908), Hinsdale, IL in the amount not to exceed \$20,000.00 for Uninterruptible Power Supply (UPS) system rental services at NHES's Administration Office from the date of Governor and Council approval through June 30, 2014. 100% Federal funds.

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY

						<u>FY 2014</u>
10 -	02700 -	80410000 -	022 -	500257	Rental/Lease - Non Office Equipment	\$ 20,000.00

Vendor Code: 168908 J&S Power Solutions, Inc.

RQ#: TBD

**EXPLANATION**

NHES is requesting approval of the attached contract for Uninterruptible Power Supply (UPS) system rental services at NHES's Administration Office. Approval of this contract will ensure the NHES Administration Office will continue to be protected once the current UPS system is moved to the Tobey Building. The contract total of \$20,000.00 is for the period beginning upon Governor and Council approval through June 30, 2014.

A competitive bid process was undertaken for Uninterruptible Power Supply (UPS) system rental services at NHES's Administration Office. A "Request For Proposal" (RFP) was sent to nine (9) vendors, all of which were obtained from an agency database comprised of vendors previously used by the state for such services. Of the nine (9) vendors, two (2) vendors submitted bids for services. A review of the submitted bid resulted in the selection of the lowest responding bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis  
Commissioner

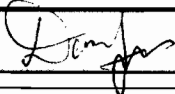
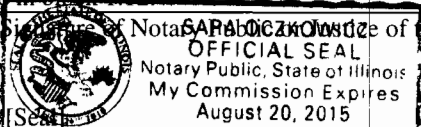
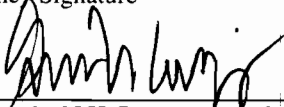
GNC/jdr

Subject: 32 South Main Street UPS Rental FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Employment Security</u>		1.2 State Agency Address <u>32 South Main Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>J&amp;S Power Solutions, Inc. VC# 168908B001</u>		1.4 Contractor Address <u>201 East Ogden Ave, Ste 14, Hinsdale, IL, 60521</u>	
1.5 Contractor Phone Number <u>630-325-9500</u>	1.6 Account Number <u>010-027-8041-022-0257</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$20,000.00</u>
1.9 Contracting Officer for State Agency <u>George N. Copadis, Commissioner</u>		1.10 State Agency Telephone Number <u>603-228-4000</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Dominic Joseph (President)</u>	
1.13 Acknowledgement: State of <u>Illinois</u> , County of <u>DuPage</u> On <u>1/28/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Notary Public, State of Illinois  <u>Sara Oczkowicz</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sara Oczkowicz (Director of Management)</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George N. Copadis, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Mark Brun</u> On: <u>1/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials D.J.  
Date 1/28/14

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### SCOPE

New Hampshire Employment Security (NHES) intends to contract for rental of UPS System, to ensure protection of Administration Building when current MGE 4000 system is moved to Tobey Building. UPS system must be a minimum of 50 KVA. J&S Power Solutions, Inc., hereafter referenced as Contractor, will install replacement system on NHES schedule, which allows for Thursday & Friday, February 13 & 14 as the earliest installation date and Saturday & Sunday, February 15 & 16 as the latest installation date.

Contractor will provide all phases of rental, freight, start-up, installation/rigging, and removal/rigging of rental UPS system, including wiring. Contractor will use only licensed commercial master electricians, journeymen electricians working with master electrician, or properly supervised apprentices to handle installation of replacement system. Contractor is responsible for any permits & drawings that may be required for any job performed under this contract.

### **Rental System Options for 208VAC**

<u>Manufacturer</u>	<u>Model #</u>	<u>KVA</u>	<u>Run Time</u>
Liebert	AP356	50	5+ minutes
Powerware	9315	50	10 minutes

### QUALIFICATIONS

Contractor is knowledgeable and experienced with all aspects of commercial electrical UPS system wiring. Contractor is knowledgeable and experienced with installation of UPS wiring, and with in-house primary type transformers with high primary voltages, general wiring, main frame computer room wiring, and network wiring.

Contractor has equipment, including but not limited to test equipment circuit tracer, tone generator, and amp probe.

Contractor employees are qualified to perform contractual duties. All persons performing electrical wiring and or electrical repairs will be properly licensed by State of New Hampshire or assisted by a NH registered co-worker.

NH Employment Security may require Contractor to remove from worksite any employee deemed incompetent, careless or otherwise objectionable.

### SPECIFICATIONS

Contractor requirements include but are not limited to:

- A. Contractor will employ full-time employees properly trained and supervised.
- B. A master electrician will supervise jobs as required. All work will be performed by a qualified master electrician, journeyman, or apprentice.
- C. All electrical work will be performed in strict accordance with **current** applicable Federal, State, Local and National Electrical Codes.
- D. Contractor will ensure NHES Administration Building is properly functioning during & after installation of rental equipment.
- E. Contractor will properly install UPS & related equipment & perform functional testing to ensure correct operation of system & correct tie-in to back-up generator. This includes any necessary rigging of equipment in & out of building.

## **MATERIALS**

- A. All materials used will be UL or Factory Mutual listed. Add-on or replacement components to existing systems will be of equal or better quality. Deviation from this rule of thumb will be at request or agreement of NHES.

## **SAFETY ISSUES and COMPLIANCE REQUIREMENTS**

- Safety and protection of NH Employment Security personnel and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property.
- Work will be performed in a manner compliant with existing state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NH Employment Security staff and the general public.

## **RUBBISH AND DEBRIS**

- Contractor will dispose of debris, rubbish and other materials resulting from on-site work. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.
- Contractor will maintain area/grounds surrounding project site. Worksite must be kept clean, safe and presentable to the public. Construction debris will be picked up at the end of each day's work and removed from worksite.

## **NOTICE AND SCHEDULING**

- A. To ensure normal operation of NH Employment Security work performed under this contract may require after hours, weekends and holidays.
- B. NH Employment Security reserves the right to schedule electrical work directly with in-house qualified employees.

## **WARRANTIES**

Contractor will guarantee quality of his workmanship and that of his employees in accordance with manufacturer specifications and acceptability to NH Employment.

## **NHES CONTACT for WORK PERFORMED UNDER CONTRACT**

**NHES contact for work performed under this contract is Plant Maintenance Engineer III, Jesse Propri, who can be reached via telephone (o) 603-228-4027, (c) 603-419-9757, or email: [Jesse.B.Propri@nhes.nh.gov](mailto:Jesse.B.Propri@nhes.nh.gov).** Mr. Propri will direct all work efforts performed under this contract. **Direct Contractual questions to Helen A. Dinsmore, who can be reached via telephone, 603-228-4058, or email: [Helen.A.Dinsmore@nhes.nh.gov](mailto:Helen.A.Dinsmore@nhes.nh.gov).**

**EXHIBIT B**

Contractor agrees to provide NHES with services indicated in RFP & in Exhibit A of this agreement at prices quoted in RFP and shown below, in a professional manner, according to specifications.

Monies for unforeseen UPS rental/installation issues, or for additional rental of UPS system, may not be used without express permission of NHES. NHES will determine if partial payment for incomplete work is acceptable; consideration will be given to each job performed under this contract.

**Cost Breakdown**

<b>Rental three months</b>	<b>\$ 7,450</b>
<b>Freight Charges</b>	<b>\$ 1,175</b>
<b>Start-Up</b>	<b>\$ 1,900</b>
<b>Installation/De-installation</b>	<b>\$ 5,600</b>
<b>Unforeseen issues/Additional Rental Period</b>	<b><u>\$ 3,875</u></b>
<b>Total Contract not to Exceed</b>	<b>\$20,000</b>

**INVOICE**

Contractor will invoice NHES upon project completion unless partial payment has been authorized in writing. NHES payment will process up to 30 days following receipt of approved invoice.

**Invoices will be sent to:**

**Helen A. Dinsmore  
NH Employment Security  
32 South Main St  
Concord, NH, 03301**

**Invoice must include:**

1. Date work was done
2. Brief description of work.
3. Location of job site
4. Hours worked



## EXHIBIT C

### **TERM & EXTENSION**

This agreement will be for a term beginning upon NHES or Governor and Council approval and terminating on June 30, 2014.

### **TERMINATION**

If Contractor fails to perform services as required, this agreement will, without notice, become void and of no effect, with no liability to NH Employment Security beyond date Contractor fails to perform required services.

Either party may terminate this agreement at any time. Party requesting termination must give written notice, by certified mail, at least thirty (30) days prior to effective date of termination.

### **CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING**

Contractor and employees must sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and **CRIMINAL RECORDS FORM (DES 2135)** prior to entrance into facility. NHES will provide all necessary forms, if applicable, prior to any work being done. There is a \$25 fee for each Criminal Record check.

Contractor must provide a Certificate of Good Standing from NH Secretary of State, for which there is a \$5 fee.

### **DAMAGE**

Contractor agrees that damage to building(s), materials, equipment or other property during performance of service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees NH Employment Security must approve sub-contractor performing repair work if damage occurs.

### **SUB-CONTRACTING**

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written task required by this agreement without prior consent of NH Employment Security. Subcontractors must be listed on bid page of this document for pre-approval.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

Contractor certifies that primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

### **DAVIS-BACON ACT**

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair - including painting and decorating, of public buildings or public works. Under these Acts Contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in area, as determined by Department of Labor. For prime contracts in excess of \$100,000 laborers and mechanics, including guards and watchmen, must be paid at least 1.5 times regular rate of

pay for hours worked over 40 in a workweek. Overtime provisions of Fair Labor Standards Act may also apply to DBA contracts. All projects where construction costs in excess of \$2,000.00 are awarded by grantees and sub-grantees, must include this signed statement of compliance upon being awarded bid contract for contracts falling under above defined guidelines.

**AMERICANS WITH DISABILITIES ACT**

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

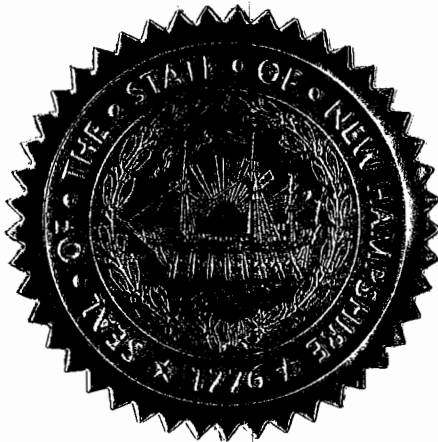
**PAYMENT and PERFORMANCE BONDS**

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond will equal total amount payable by terms of contract** unless officer awarding contract determines, in a writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract **A Performance Bond** is required to cover costs of entire project and ensure project completion, should contractor fail to complete project, without additional funds being expended by NH Employment Security.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J&S Power Solutions, Inc. a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on April 13, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of January, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

J&S POWER SOLUTIONS, INC.  
MEETING OF THE BOARD OF DIRECTORS  
BY WRITTEN CONSENT

We, the undersigned, being all the directors of J&S Power Solutions, Inc., hereby consent in writing to the following action:

**VOTED:** This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

**FURTHER**

**VOTED:** From 1/28/14 to Present, Dominic Joseph,  
Name  
*Dominic Joseph*, President,  
Signature Title

of J&S Power Solutions, Inc., is hereby authorized to execute, submit, deliver and amend, on behalf of J&S Power Solutions, Inc., any and all documents or contracts in connection with NH Employment Security UPS Rental agreement.

Intended Effective Dates applied February, 2014 through June 30, 2014.

Roy Grajeda, Director of Administration  
Name (s) & Title (s) of Authorizing Person (s) - not the person signing contract

Acknowledgement: State of Illinois, County of DuPage on  
1/28/14, before the undersigned officer, personally appeared

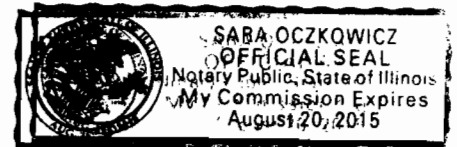
Roy Grajeda and Dominic Joseph  
Authorizing Person (s) - not the person signing contract Person being Authorized - person signing contract

identified as Director of Administration and President  
Title (s) of Authorizing Person (s) Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as  
*Roy Grajeda* and *Dominic Joseph*  
Signature of Authorizing Person (s) Signature of Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

*Sara Oczkowicz*  
Signature of Notary Public/Justice of Peace



Sara Oczkowicz Director of Management 8/20/15  
Name & Title of Notary Public/Justice of Peace Commission Expires

CERTIFICATE OF VOTE  
J&S POWER SOLUTIONS, INC.  
201 EAST OGDEN AVE SUITE 14  
HINSDALE, IL, 0521

From 1/28/14 to the present Roy Grajeda,  
Date Printed Name of Authorizing Person - Not the person signing the contract

Roy Grajeda, Director of Administration  
Signature Title

of J&S Power Solutions, Inc. hereby authorizes Dominic Joseph,  
Printed Name of Person being Authorized - Person signing contract

Dominic Joseph, President  
Signature Title

to execute, submit, deliver and amend, on behalf of J&S Power Solutions, Inc., any and all documents or contracts in connection with NH Employment Security UPS Rental agreement. Intended effective dates: February, 2014 through June 30, 2014.

Acknowledgement: State of Illinois, County of DuPage on

1/28/14, before the undersigned officer, personally appeared

Roy Grajeda and Dominic Joseph  
Authorizing Person- Not person signing contract Person being Authorized - Person signing the contract

identified as

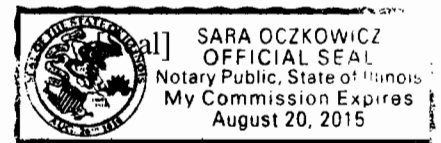
Director of Administration and President  
Title of Authorizing Person Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as

Roy Grajeda and Dominic Joseph  
Authorizing Person Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

Sara Oczkiewicz  
Signature of Notary Public/Justice of Peace



Sara Oczkiewicz Director of Management 8/20/15  
Name & Title of Notary Public/Justice of Peace Commission Expires



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/27/2014

<b>PRODUCER</b> 630-893-1723 ALL NEW SERVICES, INC. 1278 Lake ST. Roselle, IL 60172	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> J & S POWER SOLUTIONS, INC. 201 E. Ogden Ave. #14 Hinsdale, IL 60521	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: EMPLOYERS MUTUAL</td> <td></td> </tr> <tr> <td>INSURER B: LIBERTY MUTUAL</td> <td></td> </tr> <tr> <td>INSURER C: ESSEX</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: EMPLOYERS MUTUAL		INSURER B: LIBERTY MUTUAL		INSURER C: ESSEX		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: EMPLOYERS MUTUAL													
INSURER B: LIBERTY MUTUAL													
INSURER C: ESSEX													
INSURER D:													
INSURER E:													

**COVERAGES**

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

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WAIVER OF SUBROGATION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2X4259503	01/08/2014	01/08/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2X4259503	01/08/2014	01/08/2015	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2X4259503	01/08/2014	01/08/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC534S534568012	08/20/2013	08/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER PROFESSIONAL LIABILITY	SM883939	08/28/2013	08/28/2014	\$1,000,000.00

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

ALL OPERATIONS.  
ADDITIONAL INSURED-NH EMPLOYMENT SECURITY

**CERTIFICATE HOLDER**

NH EMPLOYMENT SECURITY  
32 S. MAIN ST.  
CONCORD, NH

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Dennis Andruzzi*

**NH EMPLOYMENT SECURITY  
UPS RENTAL PROJECT**

**BID OPENING: 1/23/14 @ 2:00 PM  
9 RFPs Distributed 2 Bids Submitted**

<b>Vendor Bid Ascertained Via</b>	<b>Vendor Information</b>	<b>BID</b>	<b>Attended Mandatory Pre-Bid Meeting Did not bid Why?</b>
Core Power, Inc. Jim Davis; Brei Baxter	1717 Swede Road, Ste 202, Blue Bell, PA, 19422 <a href="mailto:bbax@corepowerinc.com">bbax@corepowerinc.com</a> 610-337-7650	NO BID	could not bid competitively
NHES Database			
Danaher Controls	2100 W. Broad Street, Elizabethtown, NC, 28337 <a href="http://danaherspecialtyproducts.com">danaherspecialtyproducts.com</a> 910-862-2511	NO BID	could not bid competitively
NHES Database			
Eaton's Cooper Power Supply Phil Harrell	109 Walnut Alley, Cadogan, PA, 16212 978-702-6913	NO BID	could not bid competitively
NHES Database			
Emergency Power Industries, Inc. Kevin Burke	51 Lyndsey Ln, Weare, NH, 03281 <a href="mailto:kburke@emergencypowerinc.com">kburke@emergencypowerinc.com</a> 866-746-8849; 603-529-4613	\$19,950 + \$700 each additional month rental	#2 BID
NHES Database			
Gerard A. LaFlamme, Inc. Don Mendzela	PO Box 5706, Manchester, NH, 03108 <a href="mailto:d.menzela@galafammeinc.com">d.menzela@galafammeinc.com</a> 603-432-0878	NO BID	could not bid competitively
NHES Database			
J&S Power Solutions, Inc. Dominic Joseph	201 E. Ogden Ave., Ste 14, Hinsdale, IL, 60521 <a href="mailto:solutions@jandspower.com">solutions@jandspower.com</a> 630-325-9500	\$16,125 + \$2,650 each additional month rental or \$675 per week	BID WINNER
NHES Database			
P3 Power, LLC Linda DuCharme	211 Center Street, Wonewoc, WI, 53968 <a href="mailto:linda.ducharme@p3powerups.com">linda.ducharme@p3powerups.com</a> 608-433-9257	NO BID	could not bid competitively
NHES Database			
Powertronics Larry Stacy	143 Raymond Rd., POBox 735, Candia, NH, 03034 <a href="mailto:larry.stacy@powertronics.com">larry.stacy@powertronics.com</a> 603-483-5876	NO BID	could not bid competitively
NHES Database			
RM Clark Associates, Inc. Lewis McQuarrie	5 Charles Street, Concord, NH, 03301 <a href="mailto:lmcquarrie@rmclark.com">lmcquarrie@rmclark.com</a> 603-715-1302	NO BID	could not bid competitively
NHES Database			