

MA 18P 1701030000000000079  
MODIFICATION

**State of Maine**

12/5/19



**Master Agreement**

**Effective Date:** 01/01/17

**Expiration Date:** 12/31/20

**Master Agreement Description:** Maintenance Master Agreement for (2) Liebert UPS's

**Buyer Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

**Issuer Information**

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Roger Gagnon 207-624-9597 ext. roger.l.gagnon@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** First renewal

**Authorized Departments**

18B BUREAU OF INFORMATION SERVICES

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000021130

**Vendor Name**

Power 4 U Inc.

**Alias/DBA**

**Vendor Address Information**

119 S Emerson St #243

Mount Prospect, IL 60056

US

**Vendor Contact Information**

Herman Capelo  
855-425-5797 ext. 102  
HCapelo@UPS-Power4u.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Power 4 U Inc.

**Commodity Line #:** 1

**Commodity Code:** 93639

**Commodity Description:** Maintenance Master Agreement for (2) Liebert UPS's

**Commodity Specifications:** As per the specifications attached and made part of this Master Agreement

**Commodity Extended Description:** Data Center Locations: 45 Commerce Drive, Augusta, ME 04333-0145 & 127 Sewall Street  
Augusta, ME 04330. Please contact Roger Gagnon at 624-9597 24 hours in advance for site escort.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	01/01/17	12/31/20
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Power 4 U Inc.

**Commodity Line #:** 2

**Commodity Code:** 93639

**Commodity Description:** Maintenance for APC Symmetra LX w/XR Battery Cabinet

**Commodity Specifications:** As per the specifications attached and made part of this Master Agreement.

**Commodity Extended Description:** This unit located at 45 Commerce Drive, Augusta, ME 04333-0145. Please contact Roger Gagnon at 624-9597 24 hours in advance for site escort.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	

FOB Dest, Freight Prepaid

**Contract Amount**

0.00

**Service Start Date**

01/17/18

**Service End Date**

12/31/20

**Catalog Name**

**Discount**

0.0000 %

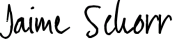
**Discount Start Date**

**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

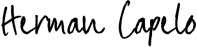
DocuSigned by:  
 12/5/2019

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Signature	Date
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Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
 12/5/2019

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Signature	Date
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Herman Capelo	President
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Print Representative Name and Title

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Maintenance Master Agreement for (2) Liebert UPS's

**Contractor:** Power 4 U Inc

**Contract Period Extended To:** 12/31/20

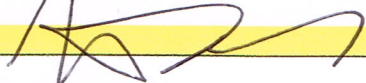
**Pricing:** (3) Liebert & (1) APC UPS system, \$8,465.00

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 170103\*079 through Dec. 31, 2020 with all terms, conditions remaining as shown in the original contract.

By: (Print Name) HERMAN CAPELO

By: (Signature) 

E-mail Address: HCapelo@UPS-Power4u.com

Date: 12/5/19

**PART III APPENDICES**

**Appendix A**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BID COVER PAGE**

Bidder's Organization Name: Power 4 U Inc.		
Chief Executive - Name/Title: Jason Jordan		
Tel: 855-425-5797 x 101	Fax: 208-441-6697	E-mail: Team1904@UPS-Power4U.com
Headquarters Street Address: 119 S Emerson St #243,		
Headquarters City/State/Zip: Mount Prospect, IL 60056		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: same		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

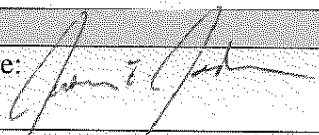
### Debarment, Performance, and Non-Collusion Certification

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification, and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Jason Jordan	Title: National Sales
Authorized Signature: 	Date: 12/9/2016

Please fill out the tables below and attach to your response.

Electronic Systems Technician		Hourly or Unit Rate
Monday- Friday	8:00 a.m. – 5:00 p.m.	\$120.00
Monday- Friday	5:00 p.m. – 8:00 a.m.	\$140.00
Saturday/Sunday	24 hours	\$150.00
Holiday	24 hours	\$190.00
Mileage rate charged, if any, when technician responding.		\$0.75
Minimum number of hours charged for call-out/emergency service, if any.		4 Hour Minimum

Battery Systems Technician		Hourly or Unit Rate
Monday- Friday	8:00 a.m. – 5:00 p.m.	\$120.00
Monday- Friday	5:00 p.m. – 8:00 a.m.	\$130.00
Saturday/Sunday	24 hours	\$140.00
Holiday	24 hours	\$190.00
Mileage rate charged, if any, when technician responding.		\$0.75
Minimum number of hours charged for call-out/emergency service, if any.		4 hour minimum

Parts Schedule	
Quote discount or markup to be charged for repair parts used when performing repair or emergency services on units.	10% markup

Other Fees	Rate
Present other fees which may apply. Describe and list rate.	

Does vendor accept credit card payments? Yes or No



The following cost table, as well as proof of service qualifications, will be used to select a vendor.

Service	Cost
Quote total price of two preventive maintenance visits for one year	\$6,365.00 <i>annual</i>
Price three (3) call-out emergency service UPS technician visits of five (5) hours duration each, three (3) hours M-F 8 – 5 and two (2) hours M-F 5 p.m. – 8 a.m. (Rate M-F 8-5 x 3 + Rate M-F 5-8 x 2) x 3	\$1,920.00
Price a UPS service technician driving 100 miles to respond, if mileage charges apply (100 x mileage rate) x 3 (for 3 call-out visits)	\$225.00
Provide price of \$1,000 of parts, discounted or marked up as applied (\$1,000 x discount rate)	\$1,100.00
<b>Total Cost</b>	<b>\$9,610.00</b>

Appendix D

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PURCHASES

Municipality Political Subdivision and School District Participation Certification

RFQ # 18B16112800000000000345

PREVENTIVE UPS MAINTENANCE & SERVICE FOR DATA CENTERS

The Division of Purchases is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

X Yes

Yes with conditions as follows:

No

Name of Company:

Power 4 U Inc

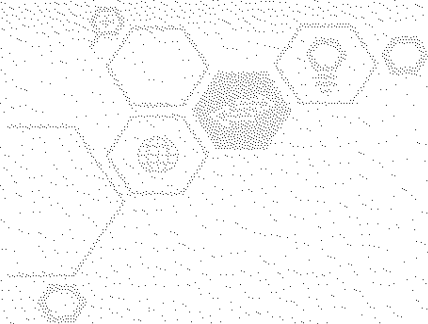
Address:

119 S Emerson St #243 Mount Prospect IL 60056

Signature:

[Handwritten Signature]

Date: 12/9/2016



### Technical /References

The Power 4 U Inc. Team has over 35 years' experience in the Uninterruptible Power Supply and Battery industry. Our sole source of business is UPS and Battery Protection sales and services.

Liebert is one of the most common used UPS's in the country. We service their equipment on a weekly basis. We have a vast amount of knowledge and experience on this product line. Our field technicians go through years of company and various manufacturer training. Servicing your UPS and battery systems will not be a problem for our technicians. Many techs are former employees of various OEM.

Since Power 4 U Inc. specializes solely on UPS and battery backup systems. We can help guarantee critical load protection. Through our preventive maintenance, emergency and corrective service plans, end-users can rest easy knowing their equipment is protected around the clock.

We maintain strong relationships with various manufactures so access to MFG software, parts and upgrades is not a problem for the Power 4 U Family.

Please see below for some sample references:

#### **Wright Patterson Air Force Base**

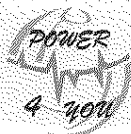
POC: Scotty Scheff

Phone: (937) 257-2871

Email: [Scott.Scheff@us.af.mil](mailto:Scott.Scheff@us.af.mil)

5291 Skeel Avenue, Wright Patterson AFB, OH 45433

Description: Scope of Work: UPS & Battery Systems Annual Maintenance Contract, Battery Replacement, Emergency Service, Preventive Maintenance, Corrective Maintenance, 24/7 Technical Support, 4 Hour Emergency Response, Onsite Troubleshooting, Onsite Repair, Customer Service, Capacitor Replacement, Equipment Upgrades



**McConnell Air Force Base Kansas**

POC: Mathew Hammond  
Phone: (316) 759-5616  
Email: [matthew.hammond.4@us.af.mil](mailto:matthew.hammond.4@us.af.mil)  
McConnell Air Force Base, Wichita KS 67221

Description: Scope of Work: UPS & Battery Systems Annual Maintenance Contract, Battery Replacement, Emergency Service, Preventive Maintenance, Corrective Maintenance, 24/7 Technical Support, 4 Hour Emergency Response, Onsite Troubleshooting, Onsite Repair, Customer Service, Capacitor Replacement, Equipment Upgrades

**Fort Dix Ney Jersey**

POC: Diego Baldeon  
Phone: (515) 337-7297  
Email: [diego.p.baldeon.civ@mail.mil](mailto:diego.p.baldeon.civ@mail.mil)  
3422 Harty Road, Fort Dix, NJ 8640

Description: Scope of Work: UPS & Battery Systems Annual Maintenance Contract, Battery Replacement, Emergency Service, Preventive Maintenance, Corrective Maintenance, 24/7 Technical Support, 4 Hour Emergency Response, Onsite Troubleshooting, Onsite Repair, Customer Service, Capacitor Replacement, Equipment Upgrades

This is proprietary information and is not to be distributed; either via phone, fax, electronic transmission, or verbal conversation without the express written permission of Power 4 U Inc.





# CERTIFICATE OF LIABILITY INSURANCE

MDD  
R054

DATE (MM/DD/YYYY)  
10/24/2016

**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).**

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 250717 P: F: PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE:      NAIC# INSURER A: Hartford Accident & Indemnity Company      22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG ZQ7709	07/05/2016	06/07/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)*

Those usual to the insured's Operations.

**CERTIFICATE HOLDER**

[Redacted Name] Sample

**CANCELLATION**

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**

*Jason Jordan*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2016

**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).**



<b>PRODUCER</b>		<b>CONTACT NAME:</b> Richie Deich	
Salvador Insurance Agency Inc.		<b>PHONE (A/C, No, Ext):</b> 7737771922	<b>FAX (A/C, No):</b> 7737772088
3360 N Milwaukee Ave		<b>E-MAIL ADDRESS:</b> richie@salinsure.com	
Chicago IL 60641		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> THE HARTFORD	
		<b>INSURER B:</b> KINSALE INSURANCE	
		<b>INSURER C:</b> SCOTTSDALE INSURANCE	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			0100038763-0	5/11/2016	5/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			XBS0069177	5/11/2016	5/11/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED: RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECCB5333	06/07/2016	06/07/2017	<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)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
 Sample	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 Edwin Moreno



# CERTIFICATE OF LIABILITY INSURANCE

MMK  
R001

DATE (MM/DD/YYYY)  
10/24/2016

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<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS/PAC 250815 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME PHONE (A/C No. Ext):		FAX (A/C No.):
	E-MAIL ADDRESS:		
<b>INSURED</b>		INSURER(S) AFFORDING COVERAGE	
POWER 4 U INC. 119 S EMERSON ST STE 243 MOUNT PROSPECT IL 60056		NAIC# INSURER A: Twin City Fire Ins Co 29459 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			76 SBU IR3276	07/07/2016	07/07/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			76 SBU IR3276	07/07/2016	07/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			76 SBU IR3276	07/07/2016	07/07/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - CA EMPLOYEE \$ F.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> 	<b>CANCELLATION</b> 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 
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Sample

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY AUTOMATIC DATA PROCESSING INS/PAC		NAMED INSURED	
POLICY NUMBER SEE ACORD 25		POWER 4 U INC. 119 S EMERSON ST STE 243 MOUNT PROSPECT IL 60056	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

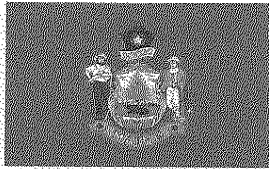
### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

It is agreed that the following are needed as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the named insured in connection with this project: (Inspection maintenance and repair of VOS uninterruptable power supply systems/components).



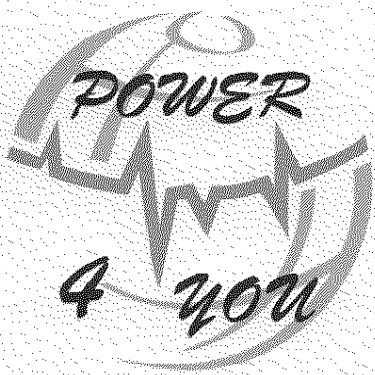
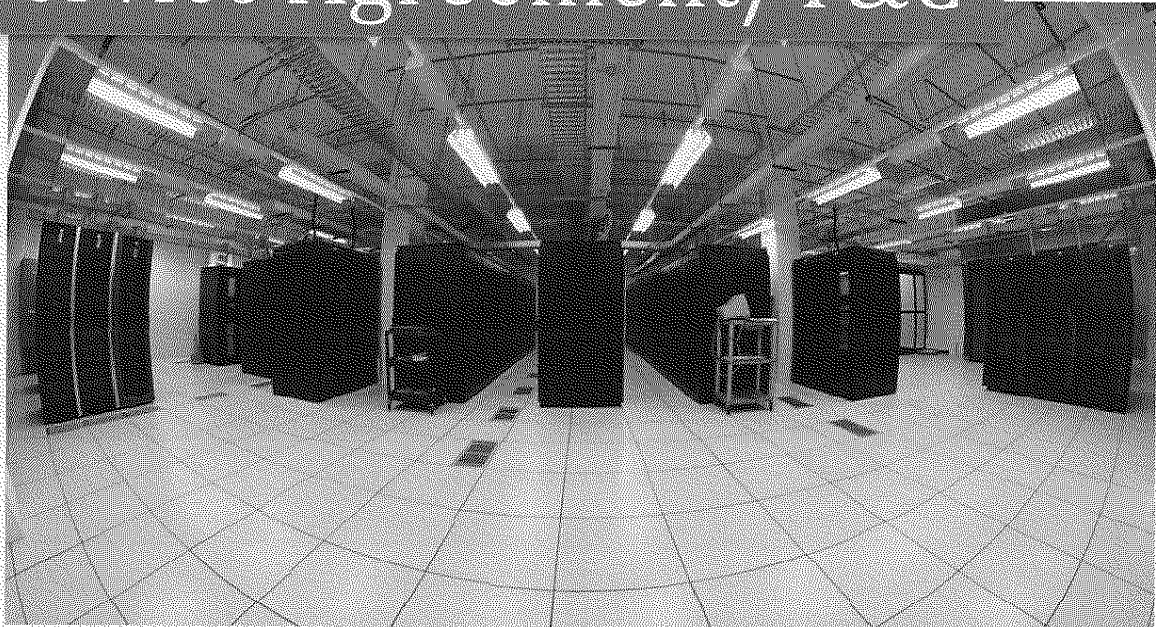


State of Maine

Dept. of Admin. & Financial Services

# 2016

## UPS Preventive Maintenance Service Agreement/T&C



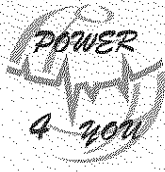
Jason Jordan

Power 4 U Inc.

RFQ # 18B16112800000000000345

Due: 12/12/2016

Preventive UPS maintenance and &  
services for data centers



Dear Donny Crockett,

We are very pleased that you chose to let Power 4 You Inc. provide you with a cost for your products and services. Per our discussion we are pleased to present you with the following service proposal. If at any time you should need us to make any changes, please feel free to let your account executive know.

**UPS Emergency Service & Preventive Maintenance**

**Equipment List**

- (Qty 1) Liebert 610 500kVA, serial 06557671-L1-05873 and associated VRLA Batteries
- (Qty 1) Liebert NX 225kVA, serial # D12J230001 and associated VRLA Batteries
- (Qty 1) Liebert NX 225 KVA serial # D12J230002 and associated VRLA Batteries

**Service Package Outline**

**12 Month Annual Service Agreement:**

- 24/7 Unlimited technical support
- 24/7 Live call center
- 24/7 Priority 1<sup>st</sup> responder emergency service with thirty minute call back
- (2/YR) Preventive Maintenance Inspections on the UPS electronics (m-fri 5x8)
- (2/YR) Preventive Maintenance Inspections on the Battery Systems (m-fri 5x8)
  - Functional verification
  - Thermal heat scan & cooling verification
  - Full mechanical & visual inspection
  - Metering & calibration verification
- On-Site emergency service response time of first available
- Replacement parts on UPS electronics are not included
- Onsite labor, travel time, mileage and expenses (billable/hourly)
- Comprehensive escalation and corrective action process
- Logistics coordination from hardware delivery to onsite scheduling (billable/hourly)
- Summary electronic report of equipment, environment & site analysis
- Remedial maintenance and corrective repair (billable/hourly)

**Service Package Cost: see cost in bid packet per RFQ # 18B16112800000000000345**



**Multi-Year Service Package Options: N/A**

Service Dates:                    /                    / 2016 through                    /                    /

Service package chosen:        12M                     24M                     36M

Acceptance Signature                    Print Name                    Purchase Number                    Date

Select method of payment:

Purchase Order

Credit Card

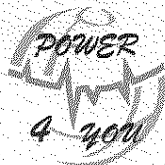
Wire Transfer

	Billing Address	<input type="checkbox"/> Check if same	Site Address
Company Name		<input type="checkbox"/> Check if same	Company Name
Address			Address
City, State & Zip			City, State & Zip
Company Phone			Company Phone
FAX Number			FAX Number
Send Invoice To			Site Contact
AP Contact			Contact Email
AP Email			Cell Phone
AP Phone			Alternate Contact

This proposal is proprietary information and is not to be distributed; either via phone, fax, electronic transmission, or verbal conversation without the express written permission of Power 4 U Inc.

Proposal notes: Terms are net due at service agreement start date, service is not taxable. Pre-existing conditions found at the time of our first initial Preventive Maintenance visit are subject for review, and may not be covered by this agreement (only applicable to new agreements/equipment).

To facilitate your order please fax or email your authorization to:



(208) 441-6697 or [orders@4allpower.com](mailto:orders@4allpower.com)

## UPS Preventive Maintenance Scope of Work

### Internal Operating Parameters

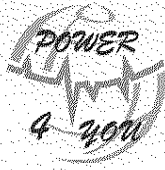
- Check the Inverter and Rectifier snubbers for burned or broke wires
- Check all connections for proper torque and/or discoloration
- Check fuses on the DC capacitors deck for continuity (if applicable)
- With customer approval, perform operational test of the systems including unit transfer and battery discharge
- Calibrate and record all electronics to system specifications
- Measure and record phase-to-phase input voltages and currents
- Review system performance with customer to address any questions and to schedule any repairs
- Check air filters for cleanliness, replace as needed
- Perform a temperature check on all breakers, connections and associated controls, Repair and/or report all high temperature areas
- Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components
- Check module(s) completely for the following (if applicable)
  - Rectifier and Inverter snubber boards for discoloration.
  - Power capacitors for swelling or leakage.
  - DC Capacitor vent caps that have extruded more than 1/8"
- Record all voltage and current meter readings on the module control cabinet or the system control cabinet-input and output phase A, B, & C
- Measure and record harmonic trap filter currents

### Environmental Parameters

- UPS and ambient temperature and condition of ventilating equipment
- General cleanliness of UPS Power Module
- General Cleanliness of UPS area

### Battery Cabinet Checks

- General appearance of Battery System
- General cleanliness of Battery System area
- Inspect cells for physical abnormalities
- Inspect all DC connections for abnormalities
- Battery System area ambient temperature and condition of ventilating equipment



## VRLA Battery System Preventive Maintenance Scope of Work

### Measure and Record the following

- Individual cell/battery float voltages and overall float voltage
- Charger output current and voltage
- AC ripple current and voltage imposed on the battery
- Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery
- Connection Resistance of 10% of the inter cell/battery connection
- Ambient temperature
- Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier

### Visually inspect conditions and appearance of the following

- Connection terminals inter cell/battery connectors, cables and associated hardware
- Cell/battery covers, containers, and post seals
- Battery rack or cabinets and associated components and hardware
- Cell/battery jar or cover, noting any excessive distortion

### Perform cleaning of all accessible surfaces as required

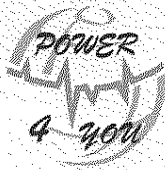
### Performed once per calendar year

- ❖ The yearly maintenance procedure includes all of the above with the addition of the following
  - Measure and record the connection resistance of 100% of the inter cell/battery connections
  - Retorque any connection where the resistance is above 20% of the average

## Power Protection Audit Scope of Work

### Site Data

- Record data on a copy of Power Protection Audit Datasheet
- Record site information (Customer name, Site Contact, Street Address, Product: Name, Model and Serial Number)

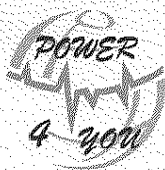


### General UPS Room Environment

- Verify clear access to UPS unit. Note any improper conditions
- Verify clear access to Battery Cabinet or room. Note any improper conditions
- Using temperature probe, verify UPS room temperature
- Using temperature probe, verify Battery room temperature
- Verify or note cleanliness of UPS Equipment room
- Verify or note cleanliness of Battery Equipment room
  
- Using appropriate Battery Vendor information, record battery date codes
- If applicable, verify Battery room has proper ventilation
- Locate and verify clear access to external UPS feeder breakers
- Verify UPS feeder breakers for proper size and labeling. Record breaker ratings
- Locate and verify clear access to Battery feeder breakers
- Verify Battery feeder breakers for proper size and labeling. Record breaker ratings
- If applicable, verify access to Battery Safety equipment
- If applicable, verify UPS room has a working telephone. Record phone number
- Verify if UPS and Battery rooms are secure, and if key or card is required to enter

Following the Preventive Maintenance Inspections, a written report will be provided detailing the results of the Inspection, and making specific recommendations toward future remedial action, or upgrades.

Note: Not all items are applicable to all systems and manufacturers.



## MAINTENANCE / WARRANTY TERMS AND CONDITIONS

1. For and in consideration of the sum payable in advance for the duration of this agreement (Listed on the attached equipment schedule and/or purchase order) Power 4 U Inc agrees that it will by its authorized representatives, inspect and maintain good operating condition of the equipment itemized on the attached schedule(s) by performing maintenance and inspection services and /or emergency services as specified on such schedule(s), upon receipt of telephonic notification at its general office, or its authorized district field service engineer. The schedule(s) attached hereto including the additional conditions thereof applicable to the equipment itemized are incorporated herein as part of this agreement. It is understood that additional equipment maybe added to this agreement for additional discounted fee. Such equipment will be identified in subsequent schedule(s) to be attached hereto, showing the date on which service coverage will begin and the annual service fee for the equipment.
2. Power 4 U Inc reserves the right, and may at its option, provide any required preventive maintenance at the time of an emergency service call or when accessible to the dispatch schedule of Power 4 U Inc. Maintenance may include periodic preventive maintenance, which Power 4 U Inc deems necessary to keep Subscriber's equipment in validated operating condition and the frequency of preventive maintenance is estimated in the attached equipment schedule(s). If any preventive maintenance is scheduled and a cancellation or rescheduling is required not by fault of Power 4 U Inc, without 72 hour notice, Power 4 U Inc reserves the right to imply a trip charge and/or fee based on Power 4 U Inc T&M rates.
3. Power 4 U Inc agrees to provide 24 hours a day, 7 days a week coverage for service work described as emergency or repair. A field engineer will be dispatched for emergency or repair service work when intent by technical support analysis as described herein, unless arrangements are mutually agreed upon.
4. Agreement does not include the following: freight and rigging, failures caused by neglect, misuse, abuse, incorrect operation of the equipment, unsuitable environment, or failures arising from Acts of God (i.e. fire, flood, etc.). Power 4 U Inc out of pocket expenses for any single failure occurrence will not exceed the equivalent of the annual value of this Agreement unless otherwise agreed upon at the time of occurrence. It is understood and agreed Power 4 U Inc assumes no responsibility whatsoever for the failure of equipment to perform the service for which it is intended, and the Subscriber hereby agrees to indemnify and hold harmless Power 4 U Inc from any and all claims for loss or damage caused by the failure of such equipment.
5. No assignment of this contract may be made without the mutual consent of both parties.
6. If any of the equipment is offline upon agreeing to all terms and condition. Power 4 U Inc field engineer will highlight problem areas and present you with a thorough analysis and appropriate corrective plan including cost estimates. Initial labor visit will be free of charge if customer agrees a year contract with Power 4 U Inc. This agreement does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of seller. To the extent that buyer or its agents have supplied specifications, information, representation of operating conditions or other data to seller that is used in (i) the selection of the services and/or parts and (ii) the preparation of seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of services or parts, either alone or in combination with other parts.
7. The terms of this agreement shall be for the period stated herein and will be automatically renewed for one-year terms thereafter unless either the Subscriber or Power 4 U Inc gives notice of cancellation in writing to the other sixty (60) days prior to the expiration date of the then current period. In the event that the fees for service increase from one term to the



next, Power 4 U Inc will advise the Subscriber in writing ninety (90) days in advance of the expiration of the then current term. It is further agreed that each annual period referred to shall be deemed to end at 12:00 midnight on the anniversary date of this agreement. This agreement shall not be effective or binding on Power 4 U Inc until signed by the Power 4 U Inc officer.

8. Subscriber agrees to operate the equipment in accordance with Power 4 U Inc's instructions and specifications, and to notify Power 4 U Inc promptly of any change in the normal operating conditions.
  - a. Equipment must be operated in an environment free from dust, dampness and vibration.
  - b. Location of equipment must be below 77 degrees F to ensure longer life span of equipment.
  - c. Location of equipment must be clear of loose dirt and debris.
9. No warranty, either expressed or implied, is included in this agreement.
10. Parts used out of Subscriber's separately purchased on-site spare parts kit will be replaced at no charge, while the contract is in effect.
11. Batteries, capacitors, snmp, networking connectivity, power transformers, breakers or other equipment and components additional to that described on equipment schedule herein are not covered under this Agreement. If during preventive maintenance (PM) Power 4 U Inc field engineer encounters a battery or component that is either weak or bad, Power 4 U Inc will present Subscriber with proper corrective maintenance recommendations and quote for repair whether it be individual component repair or a whole battery string replacement. Additional charges on time and material basis may apply to any onsite service dispatch that is found to be equipment not covered under this Agreement or outside the scope of work herein.
12. This agreement excludes contract labor from any source other than Power 4 U Inc.
13. Subscriber will be separately charged for any parts and labor required to make repairs as deemed necessary if any item under this agreement is relocated, altered or serviced by persons other than Power 4 U Inc representatives. Power 4 U Inc reserves the right before servicing, to inspect such equipment for damage resulting from such causes.
14. Subscriber agrees that items under this agreement recommended or required by insurance companies, state, federal, municipal, or other authorized, and the installation thereof, shall be obtained at the full expense of purchaser and shall not be covered by this service agreement.
15. Conditions not covered by this agreement include, but are not limited to, misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct current, fire, flood, wind, lightning or other electrical surge, acts of God or public enemy, or improper wiring installation, repair or alteration by anyone other than Power 4 U Inc. Failure of the customers to use the equipment according to the instructions provided by Power 4 U Inc shall void the agreement provided herein. Customer agrees to immediately notify Power 4 U Inc of any difficulties in the operation of the Equipment, and first notice shall be to Power 4 U Inc as opposed to any other party.
16. Limitation / disclaimer of liability: Power 4 U Inc shall not be liable for any indirect, incidental, special or consequential damages, loss, or expense (including, but not limited to loss of use, revenue, data or profit), directly or indirectly arising from the customers use of, or inability to use, the equipment either separately or in a combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause. Customer hereby assumes and will bear the entire risk of direct and consequential loss or damage to equipment or any part.