State of Maine

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

<table>
<thead>
<tr>
<th>Vendor Line #:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Power 4 U Inc.</td>
</tr>
<tr>
<td>Commodity Line #:</td>
<td>1</td>
</tr>
<tr>
<td>Commodity Code:</td>
<td>93639</td>
</tr>
<tr>
<td>Commodity Description:</td>
<td>Maintenance Master Agreement for (2) Liebert UPS's</td>
</tr>
<tr>
<td>Commodity Specifications:</td>
<td>As per the specifications attached and made part of this Master Agreement</td>
</tr>
<tr>
<td>Commodity Extended Description:</td>
<td>Data Center Locations: 45 Commerce Drive, Augusta, ME 04333-0145 &amp; 127 Sewall Street Augusta, ME 04330. Please contact Roger Gagnon at 624-9597 24 hours in advance for site escort.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00000</td>
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<tr>
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</tr>
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<tbody>
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<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
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<th>Discount End Date</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Commodity Information

<table>
<thead>
<tr>
<th>Vendor Line #:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Power 4 U Inc.</td>
</tr>
<tr>
<td>Commodity Line #:</td>
<td>2</td>
</tr>
<tr>
<td>Commodity Code:</td>
<td>93639</td>
</tr>
<tr>
<td>Commodity Description:</td>
<td>Maintenance for APC Symmetra LX w/XR Battery Cabinet</td>
</tr>
<tr>
<td>Commodity Specifications:</td>
<td>As per the specifications attached and made part of this Master Agreement.</td>
</tr>
<tr>
<td>Commodity Extended Description:</td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00000</td>
<td></td>
<td>0.000000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Delivery Days</th>
<th>UOM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FOB Dest, Freight Prepaid

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Service Start Date</th>
<th>Service End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>01/17/18</td>
<td>12/31/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Catalog Name</th>
<th>Discount</th>
<th>Discount Start Date</th>
<th>Discount End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0000%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jaime C. Schorr, Chief Procurement Officer</td>
<td>12/5/2019</td>
</tr>
</tbody>
</table>

Vendor

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herman Capelo, President</td>
<td>12/5/2019</td>
</tr>
</tbody>
</table>
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 CAPECO

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

(provide information requested below if different from above)
Lead Point of Contact for Bid - Name/Title: same
Tel:
Street Address:
Fax:
E-mail:
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.

<table>
<thead>
<tr>
<th>Name: Jason Jordan</th>
<th>Title: National Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
<td>Date: 12/9/2016</td>
</tr>
</tbody>
</table>

State of Maine RFQ # RFQ # 18B161128000000000000345
Rev. 10/2015
Please fill out the tables below and attach to your response.

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

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

**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**

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.

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote total price of two preventive maintenance visits for one year</td>
<td>$6,365.00</td>
</tr>
<tr>
<td>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</td>
<td>$1,920.00</td>
</tr>
<tr>
<td>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)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Provide price of $1,000 of parts, discounted or marked up as applied ($1,000 x discount rate)</td>
<td>$1,100.00</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$9,610.00</strong></td>
</tr>
</tbody>
</table>
Appendix D

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

Municipality Political Subdivision and School District Participation Certification

RFQ # 18B1611280000000000000345

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. #242, Mount Prospect, IL 60056

Signature:

Date: 12/9/2016
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  
5291 Skeel Avenue, Wright Patterson AFB, OH 45433

McConnell Air Force Base Kansas
POC: Mathew Hammond
Phone: (318) 759-5616
Email: matthew.hammond.4@us.af.mil
McConnell Air Force Base, Wichita KS 67221


Fort Dix New Jersey
POC: Diego Baldeon
Phone: (515) 337-7297
Email: diego.p.baldeon.civ@mail.mil
3422 Haury Road, Fort Dix, NJ 8640


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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: Automatic Data Processing Ins Agcy
250717 P: F:
PO Box 33015
San Antonio TX 78265

Insured: Power 4 U Inc.
119 S Emerson St Ste 243
Mount Prospect IL 60056

Coverages

<table>
<thead>
<tr>
<th>Certificate Number:</th>
<th>Revision Number:</th>
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<tbody>
<tr>
<td>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.</td>
<td></td>
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<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit</th>
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<td>Commercial General Liability</td>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Combined Single Limit (as accident): $5,000,000</td>
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<tr>
<td>Bodily Injury (per person): $5,000,000</td>
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<tr>
<td>Bodily Injury (per occurrence): $5,000,000</td>
<td></td>
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<tr>
<td>Property Damage (per accident): $5,000,000</td>
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<tr>
<td>Each Occurrence: $5,000,000</td>
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</tr>
<tr>
<td>Aggregate: $5,000,000</td>
<td></td>
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</tbody>
</table>

| Description of Operations / Locations / Vehicles (ACORD 131, Additional Remarks Schedule, may be attached if more space is required) |
| Those usual to the Insured's Operations. |

Certificate Holder: 

Signature: 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: 

Signature: [Signature]

© 1988-2015 ACORD Corporation. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Salvaired Insurance Agency Inc.
3360 N Milwaukee Ave
Chicago, IL 60641

INSURED:
Powers & Powers
119 S Emerson St Ste 243
Mount Prospect, IL 60056

COVERAGE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>POLICY EXP. (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>0100038763-0</td>
<td>5/11/2016</td>
<td>5/11/2017</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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</table>

AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>POLICY EXP. (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>XBS0069177</td>
<td>3/11/2016</td>
<td>3/11/2017</td>
<td>EACH OCCURRENCE: $2,000,000</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER

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

Edwin Moreno

© 1988-2015 ACORD CORPORATION. All rights reserved.
# Certificate of Liability Insurance

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR, PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

AUTOMATIC DATA PROCESSING INS/PAC  
250815 P: F:  
PO BOX 33015  
SAN ANTONIO TX 78265

**INSURED**

POWER 4 U INC.  
119 S EMERSON ST STE 243  
MOUNT PROSPECT IL 60056

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Each Occurrence - $1,000,000</td>
</tr>
<tr>
<td>General Liab</td>
<td>76 SBU TR3276 - 07/07/2016 to 07/07/2017</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Excess Liab</td>
<td>76 SBU TR3276 - 07/07/2016 to 07/07/2017</td>
</tr>
<tr>
<td>Excess Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**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**

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

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
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

POWER 4 YOU

Jason Jorden
Power 4 U Inc.
RFQ # 18916112800000000000345
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 065517671-L1-05873 and associated VRLA Batteries

(Qty 1) Liebert NX 225KVA, serial # D12J2300001 and associated VRLA Batteries

(Qty 1) Liebert NX 225 KVA serial # D12J2300002 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 1st 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 # 180161128000000000000345
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

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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:

119 South Emerson Street Mount Prospect, IL 60056 #243 | P: (855) 4ALLPW | F: (208) 441-6697 | www.LIPS-Power4U.com
(208) 441-6697 or 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 for emergency services as specified on such schedule(s), upon receipt of telephonic notification at its general office, or its authorized district field service engineer. This and all 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 accepts 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 on-site 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.