



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 425019

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0702

Vendor ID: 000000219290 

SO Doc ID: TAX1800000015

Legal Name: Y & S TECHNOLOGIES INC

Published Date: 5/31/18

Alias/DBA:

Close Date: 6/7/18

Total Bid: \$54,421.36

Close Time: 13:30

Response Date: 06/07/2018 

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 425019
Solicitation Description : Addendum No. 6 - Uninterruptible Power Supply
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-06-07 13:30:00	SR 0702 ESR06061800000005779	1

VENDOR
000000219290 Y & S TECHNOLOGIES INC

Solicitation Number: CRFQ 0702 TAX1800000015

Total Bid : \$54,421.36 **Response Date:** 2018-06-07 **Response Time:** 00:10:54

Comments:

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Uninterruptible Power Supply	1.00000	EA	\$29,556.360000	\$29,556.36

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description : SEE 3.1.1 OF THE ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	5 YR WARRANTY	1.00000	EA	\$9,450.000000	\$9,450.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description : SEE 3.1.1.9 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Installation and Testing of UPS	1.00000	EA	\$15,415.000000	\$15,415.00

Comm Code	Manufacturer	Specification	Model #
43223300			

Extended Description : SEE 3.1.1.12 OF ATTACHED SPECIFICATIONS
PRICE INCLUSIVE OF ALL SHIPPING, HANDLING, AND TRAVEL RELATED EXPENSES.

06/06/18

Michelle L Childers
Procurement Officer
WV Tax Division of Revenue Center
CRFQ #TAX1800000015
Due 06/07/18

UPS Purchase & Installment

Dear Michelle,

After extensive research we are proposing the following UPS solution by Eaton Corporation. Eaton is the second largest UPS manufacture in the world and we are proud to offer this solution to the state. The solution meets or exceeds the specifications of the model that you are requesting and equipment is brand new and comes with a full manufacture warranty. We have included **data sheets** and a **Bill of Materials** from which you will see **meets or exceeds** the specification that you requested.

The UPS we are suggesting is the **93PM- 3 Phase (208V) 60kW Frame 30kVA 2 UPMs with Sidecar: 3 Breaker Maintenance bye pass, Left Mount**. Additionally, we are offering the Eaton 93PM Line and Match Battery Cabinet that will give you more than the **30 Minutes requested**. **The UPS is TAA Compliant and is manufactured in Raleigh NC (Made in the USA). Please see below the full configuration of the UPS and Batter Cabinet in the Bill of Materials.**

Installation

For the installation process we are partnering with a **local Small Business Enterprise** licensed and insured Electrician who was at the Site Visit (Progressive Electric). The electrician has vast experience in installing UPS's, **plus has done a very similar project just 2 years ago with the Office of Insurance Commissioner**. We would be more than happy to provide references from his past jobs if requested.

The Electrician will receive, unload and move equipment to computer room. The electrician will install the UPS and all its components as you requested including reinforcing the floor so the floor can handle the weight of the UPS and Batter Cabinet. In addition, he will remove and dispose any trash and make sure the site is cleaned after the installation.

Startup Services & Training

As part of our installation, we will be providing start up services by factory trained Eaton engineer, who will perform the startup services after hours (as requested) with your personal and our certified electrician, and provide **free onsite Basic training**. In addition, we can provide a **free webinar** on this solution at a later date if you so desire. Also, if you would like to have any conference calls with the Eaton engineers or the local electrician we would be more than happy to arrange them.

Warrantees and Preventive maintenance

We are providing as requested 5 years of 4 hour 7X24 onsite service includes all parts labor and travel. Additionally, we are providing 5 years on preventive maintenance 1 visit per year.

Management Software/Solution

For the management software, we are providing with our solution the **Eaton Intelligent Power management Software** that comes standard with the Eaton 93PM UPS. This software can be used to monitor and manage up to 10 different UPS from one console and can also be used via Browser based or GUI based. Also, the software fully integrates in to **VMware vCenter** so you can manage your UPS's from vCenter. I have attached data sheet for your convenience.

Schedule

Per the bid requirements, we will adhere to the schedule set forth in the RFP and meet all required deadlines.

Pricing

Description	Price
UPS Equipment	\$29,556.36
Warranty and preventive maintenance	\$9,450.00
Installation	\$15,415.00
Total Price	
\$54,421.36	

References

We have configured and installed 2 solutions like this, in June 2015 and 2016 @ the WV Office of Insurance Commissioners. We have as well installed solutions like this throughout the country for other government agencies. Here are a few references:

- 1) **WV Office of Insurance Commissioner.** Point of Contact is Mike Farren, Director of IT. PH # 304-558-1966 or by E-mail Mike.Farren@wvinsurance.gov
- 2) **City of Midland** in Midland TX, Point of Contact is Regina Stephenson who can be reached at 423-685-7233 or by E-mail rstephenson@midlandtexas.gov. **We provided and installed an Eaton 3-Phase UPS, 2 PDU Cabinets with Startup Services** at the City of Midland 911 call Center. Contract amount was **\$160, 000** and we were almost **\$100, 000** cheaper than the competition.
- 3) **Kissimmee Utility Authority** in **Kissimmee** FL. Point of Contact is Terry Farley, Purchasing Agent, who can be contacted at PH #407-933-9889 or by E-mail TFarley@kua.com. **We provided and installed an Eaton 9355 3-Phase UPS with Startup Services** at KUA and saved them almost \$6000 compared to the competition.
- 4) **North Penn School District** in Lansdale PA. Point of contact is Robin Lutcher who can be reached at #215-853-1070, E-mail Lutcher@npenn.org. We provided and installed **59** UPS with their respective network card at various locations throughout the district.

References for our Local Certified Electrician

Please note that our electrician has been installing **UPS's for a number of years** and @ the Insurance Commissioner.

Bill of Materials

Description	Part Number	Qty
93PM (208V) 60kW Frame 30kVA 2 UPMs & MS Network Card • On-line (Double-conversion) topology. • Redundancy: Capacity • Configuration: Single Input • Internal Batteries: None • Efficiency Options: ESS • Connectivity: PXGMS • Sidecar: 3 Breaker MBS, Left Mount • Cabinet Configuration: Top Exhaust • Width: 34.5 • Depth: 42 • Height: 74 • Weight (lbs): 639 • Input Connection: Hardwired • Output Connection: Hardwired	60kW Frame 30kVA 9GC206A025E20R0	1

- One year PredictPulse included.
- Advanced Battery Management (ABM) technology.
- Delivers up to 98% efficiency.

Estimated runtime (full load/half load): 16/32minutes

93PM (208V) IBC-SW (250A) •

- Battery Voltage: 480 Vdc
- Battery Type: Eaton E20, 200 W/cell
- Installation Type: Line and match
- Cabinets: 1 Cabinet
- Strings: Single String
- Monitoring Capability: With Tabs
- OSHPD: None
- Price: 16511
- Width (in): 16.7
- Depth (in): 42
- Height (in): 74
- Weight (lbs): 2159
- Input Connection: Hardwired
- Output Connection: Hardwired

9PZWGBE20010000

1

Description

**Startup Services 7X24 After Hours
30KVA**

Includes start-up, commissioning and basic user training.

UP05CXXX-0030

1

Warranty

**Full 5 years 7X24 4 hour onsite
response warranty**

W2FL47NXXX-0030

5

**5 years of PREVENTIVE
MAINTENANCE, AFTER HOURS
(7X24) (1 visit per year)**

W20005NXXX-0030

5

Installation Services

Install UPS with its components and related services.

Installation

1

Datasheets

Y&S has provided datasheets of all items we are offering.

Insurance

Y&S holds all Commercial insurance's the State is requesting.

Addendums

Y&S Acknowledges addendums 1-6

Brief History of our Company

Y&S Technologies have been in business for ten years with our primary focus on the education and government sector. Our senior staffs have over 30 years of combined experience, selling and servicing the academic and government market. Y & S Technologies was established in the midst of the worst recession since the Great Depression. We have not only survived but we have grown our business every year by a minimum of 20%. We offer our customers highly competitive solutions, the best products at the best prices, and a high level of service and support. These directly contribute to our successful and expanding business.

Point of Contact

Saul Finck (Sales Manager) will be your point of contact for this contract and will assist the state and its personnel in any matters related to this contract. Saul's Contact Information is as follows: PH #718-473-0284, Ext 203. E-mail saul@yandstech.com.

If you should have any questions please feel free to contact me at your earliest convenience.

Thanking you again for the opportunity.

Saul Finck
Sales Manager
Y&S Technologies



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 425019

Doc Description: Addendum No. 6 - Uninterruptible Power Supply

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-31	2018-06-07 13:30:00	CRFQ 0702 TAX1800000015	7

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

*TEStEchnologies 383 Kingston Ave Ste #357
 Brooklyn NY 11213 718-473-0284 X203*

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

611569225

DATE

06/06/2018

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No. 6 issued to modify the bid opening date and time June 7, 2018 at 1:30 PM EDT.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the one-time purchase of an Uninterruptible Power Supply (UPS). UPS will be installed on a raised floor within the onsite data center.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON WV 25301-1725 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Uninterruptible Power Supply	1.00000	EA	\$29,556.36	\$29,556.36

Comm Code	Manufacturer	Specification	Model #
39121004	Eaton	93 pm with battery cabinet	As requested

Extended Description :
SEE 3.1.1 OF THE ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON WV 25301-1725 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	5 YR WARRANTY	1.00000	EA	\$9,450.00	\$9,450.00

Comm Code	Manufacturer	Specification	Model #
81111818	Eaton	As requested	As requested

Extended Description :
SEE 3.1.1.9 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER	
CHARLESTON	WV25339-1748	1001 LEE ST E, STE 1 CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation and Testing of UPS	1.00000	EA	<i>\$15,415.00</i>	<i>\$15,415.00</i>

Comm Code	Manufacturer	Specification	Model #
43223300	<i>AS requested</i>	<i>AS requested</i>	<i>AS requested</i>

Extended Description :

SEE 3.1.1.12 OF ATTACHED SPECIFICATIONS
PRICE INCLUSIVE OF ALL SHIPPING, HANDLING, AND TRAVEL RELATED EXPENSES.

SOLICITATION NUMBER: CRFQ TAX1800000015

Addendum Number: 06

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to June 7, 2018 at 1:30PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

YBS Technologies

Company



Authorized Signature

06/06/2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 425019

Doc Description: Addendum No. 6 - Uninterruptible Power Supply

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-31	2018-06-07 13:30:00	CRFQ 0702 TAX1800000015	7

BID RECEIVING LOCATION


BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 YES TECHNOLOGIES 303 KINGSEGH AVE STE #357
 BROOKLYN NY 11213 TEL- 473-024X203

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X  FEIN # 611564205 DATE 06/06/2018

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No. 6 issued to modify the bid opening date and time June 7, 2018 at 1:30 PM EDT.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the one-time purchase of an Uninterruptible Power Supply (UPS). UPS will be installed on a raised floor within the onsite data center.

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CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Uninterruptible Power Supply	1.00000	EA	<i>\$29,556.36</i>	<i>\$29,556.36</i>

Comm Code	Manufacturer	Specification	Model #
39121004	<i>Eaton</i>	<i>As requested</i>	<i>Eaton 93pm with battery cabinet</i>

Extended Description :
SEE 3.1.1 OF THE ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
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CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
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2	5 YR WARRANTY	1.00000	EA	<i>\$9,450.00</i>	<i>\$9,450.00</i>

Comm Code	Manufacturer	Specification	Model #
81111818	<i>Eaton</i>	<i>As requested</i>	<i>As requested</i>

Extended Description :
SEE 3.1.1.9 OF ATTACHED SPECIFICATIONS

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Extended Description :

SEE 3.1.1.12 OF ATTACHED SPECIFICATIONS
PRICE INCLUSIVE OF ALL SHIPPING, HANDLING, AND TRAVEL RELATED EXPENSES.

TAX1800000015	Document Phase Final	Document Description Addendum No. 6 - Uninterruptible Power Supply	Page 4 of 4
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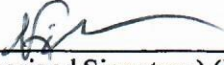
ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sacii Finck Sales Manager
(Name, Title)
Sacii Finck Sales Manager
(Printed Name and Title)
383 Kingston Ave Ste #357 Brooklyn NY 11213
(Address)
718-473-0284 X203 718-360-9627
(Phone Number) / (Fax Number)
sacii@handstech.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PESTECHNOLOGIES
(Company)
 Sacii Finck Sales Manager
(Authorized Signature) (Representative Name, Title)
Sacii Finck Sales Manager
(Printed Name and Title of Authorized Representative)
06/06/2018
(Date)
718-473-0284 X203 718-360-9627
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

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- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

_____ *FEST Technologies*
Company

_____ *[Signature]*
Authorized Signature

_____ *06/06/2018*
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: TECHNOLOGIES

Authorized Signature: [Signature] Date: 06/06/2018

State of Colorado

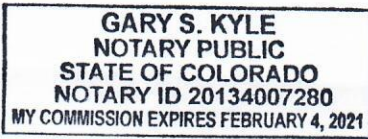
County of Arapahoe, to-wit:

Taken, subscribed, and sworn to before me this 6th day of June, 2018.

My Commission expires 02/04/2021, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: YES Technologies Address: 313 Kingston Ave SE #357
BROOKLYN NY 11213

Authorized Agent: Moby Finck Address: _____

Contract Number: TAX180000015 Contract Description: uninterruptible power supply

Governmental agency awarding contract: TAX Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below. Randy Rojas Progressive Electric

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below. Moby Finck Selward Finck

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 06/06/2018

Notary Verification

State of Colorado, County of Arapahoe:

I, Sue Finck, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of June, 2018.

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

GARY S. KYLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134007280
MY COMMISSION EXPIRES FEBRUARY 4, 2018

2/4/2018

Eaton 93PM UPS

30–200 kW



An Eaton Green Solution



Maximum energy efficiency. Minimum operating costs.

Lowest total cost of ownership

- The 93PM UPS sets new standards, with an operating efficiency level of up to 97% in double conversion mode resulting in significant savings in operational costs.
- > 99% superior efficiency is delivered in Energy Saver System mode (ESS).
- High efficiency even when UPS load levels are low, optimised by Variable Module Management System (VMMS).
- Maximal power and energy density ensures a compact footprint.

Highly scalable and reliable

- Scalable, modular architecture and 'Pay as you grow' capability minimises CapEx.
- Eaton's unique Hot Sync wireless paralleling and internal redundancy ensures maximum availability and high reliability.

Easy deployment

- Thermal management support allows for flexible installation against the wall, in rows and in hot/cold aisle configurations.
- Easy access allows fast MTTR (mean time to repair).
- Wide range of options and accessories.

Easy management

- The 93PM UPS comes with Web and SNMP interfaces as standard.
- Intelligent Power® software integrates with leading virtualisation management systems for monitoring and managing.
- The intuitive user LCD interface and visual data logging provides clear information on the UPS status.

Key applications

- Small, medium and large data centres
- Modular and virtualised data centres
- Mission-critical applications
- IT infrastructure

EATON

Powering Business Worldwide

Eaton 93PM UPS 30–200 kW

Technical specifications

General	
UPS output power rating (1.0 p.f.)	30, 40, 50, 60 kVA/54 kW, 80, 100, 120, 150, 160, 200 kW
Efficiency in double conversion mode	Up to 97%
Efficiency in Energy Saver System (ESS)	> 99%
Field upgradeable	Yes
Inverter/rectifier topology	Transformer-free IGBT with PWM
Audible noise	30–50 kW: < 60 dBA 80–200 kW: < 65 dBA ESS operation: < 47 dBA
Altitude (max)	1000 m without derating (max 2000 m)
Input	
Input wiring	3ph + N + PE / 3ph + PE
Nominal voltage rating (configurable)	220/380, 230/400, 240/415 V 50/60 Hz
Input voltage range	High +20% rectifier input, 10% bypass input. Low –15% at 100% load, –40% at 50% load without battery discharge
Input frequency range	40–72 Hz
Input Power Factor	0.99
Input ITHD	30 kW: < 4.5% 40–200 kW: < 3%
Soft start capability	Yes
Internal backfeed protection	Yes
Battery	
Battery type	VRLA
Charging method	ABM technology or Float
Temperature compensation	Optional
Battery nominal voltage (VRLA)	From 432 V (36 x 12 V, 216 cells) to 480 V (40 x 12 V, 240 cells) Note: Strings with different battery voltage may not be paralleled!
Charging current maximum*	30–50 kW 29,3A 80–100 kW 58,6A 120–150 kW 87,9A 160–200 kW 117,2A
Battery start capability	Yes

* when load level ≤ 40 kW/UPM

Part number*	Description	Rating	Full load runtime	Dimension (WxDxH)	Weight (with battery)
P-105000007-005	93PM-30(50)-BB-6x9Ah	30 kW	20 min	560 x 914 x 1876	890 kg
P-105000007-020	93PM-40(50)-BB-6x9Ah	40 kW	15 min	560 x 914 x 1876	890 kg
P-105000007-034	93PM-50(50)-BB-6x9Ah	50 kW	10 min	560 x 914 x 1876	890 kg

Part number	Description	Rating	Dimension (WxDxH)	Weight (without batteries)
P-105000011-001	93PM-50(100)-N+1	50 kW N+1	560 x 914 x 1876	338 kg
P-105000011-005	93PM-80(100)	80 kW	560 x 914 x 1876	338 kg
P-105000011-009	93PM-100(100)	100 kW	560 x 914 x 1876	338 kg
P-105000014-001	93PM-100(150)-N+1	100 kW N+1	560 x 914 x 1876	438 kg
P-105000014-005	93PM-120(150)	120 kW	560 x 914 x 1876	438 kg
P-105000014-009	93PM-150(150)	150 kW	560 x 914 x 1876	438 kg
P-105000016-001	93PM-150(200)-N+1	150 kW N+1	760 x 914 x 1876	556 kg
P-105000016-002	93PM-160(200)	160 kW	760 x 914 x 1876	556 kg
P-105000016-003	93PM-200(200)	200 kW	760 x 914 x 1876	556 kg

* Ask your local sales for full product offering and options.

Output	
Output wiring	3ph + N + PE
Nominal voltage rating (configurable)	220/380, 230/400, 240/415 V 50/60 Hz
Output UTHD	< 1% (100% linear load). < 5% (reference non-linear load)
Rated output power factor	1.0
Permitted load power factor	0.8 lagging – 0.8 leading
Overload on inverter	10 min 102–110%; 60 sec 111–125%; 10 sec 126–150% 300 ms > 150%. On battery mode 300 ms > 126%
Overload when bypass available	Continuous < 125%, 10 ms 1000% Note: Bypass fuses may limit the overload capability!

Accessories	
External battery cabinets with long-life batteries, External maintenance bypass switch, integrated manual bypass, MiniSlot connectivity (Web/SNMP, ModBus/Jbus, Industrial Relay)	

Communications	
MiniSlot	3 communication bays
Network/SNMP interface	Yes, standard
Serial ports	Built-in host and device USB
Relay inputs/outputs	5 relay inputs and dedicated EPO 1 relay output

Compliance with standards	
Safety (CB certified)	IEC 62040-1
EMC	IEC 62040-2
Performance	IEC 62040-3

Due to continuous product improvement programmes, specifications are subject to change without notice.