



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 @ 4

List View

- General Information
- Contact
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- Document Information
- Clarification Request

Procurement Folder: 1320010
 Procurement Type: Central Purchase Order
 Vendor ID: VS0000043706
 Legal Name: United Power System
 Alias/DBA: United Power System
 Total Bid: \$90,165.92
 Response Date: 11/29/2023
 Response Time: 15:29
 Responded By User ID: Andrew Powell
 First Name: Andrew
 Last Name: Powell
 Email: support@unitedpws.com
 Phone: 6104430405

SO Doc Code: CRFQ
 SO Dept: 0803
 SO Doc ID: DOT2400000049
 Published Date: 11/13/23
 Close Date: 11/30/23
 Close Time: 13:30
 Status: Closed
 Solicitation Description: WVDOT UPS SYSTEM (81240024)
 Total of Header Attachments: 4
 Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1320010
Solicitation Description: WVDOT UPS SYSTEM (81240024)
Proc Type: Central Purchase Order

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2023-11-30 13:30 | SR 0803 ESR11282300000002576 | 1 |

VENDOR
 VS0000043706
 United Power System

Solicitation Number: CRFQ 0803 DOT2400000049
Total Bid: 90165.91999999999825377017259 **Response Date:** 2023-11-29 **Response Time:** 15:29:53
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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 | 3.1 Eaton 9PXM UPS or equal | 3.00000 | EA | 6021.550000 | 18064.65 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments: All Products are Eaton

Extended Description:

3.1 Eaton 9PXM UPS or equal
9PXM12AAAAA or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|-------------|-----------------------------|
| 2 | 3.2 Eaton Metered Input rack PDU or equal | 8.00000 | EA | 1575.610000 | 12604.88 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.2 Eaton Metered Input rack PDU or equal
EMI200-10 or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|-------------|-----------------------------|
| 3 | 3.3 Eaton 9PXM split-phase power module or equal | 6.00000 | EA | 3430.470000 | 20582.82 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.3 Eaton 9PXM split-phase power module or equal
9PXMSPPM or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------------|----------|------------|------------|-----------------------------|
| 4 | 3.4 Eaton 9PXM battery pack or equal | 24.00000 | EA | 565.080000 | 13561.92 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.4 Eaton 9PXM battery pack or equal
9PXMBAT or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|------------|-----------------------------|
| 5 | 3.5 Eaton Gigabit Network Card or equal | 3.00000 | EA | 473.930000 | 1421.79 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.5 Eaton Gigabit Network Card or equal
NETWORK-M2 or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|-------------|-----------------------------|
| 6 | 3.6 Eaton UPS startup service or equal | 3.00000 | EA | 2138.810000 | 6416.43 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.6 Eaton UPS startup service or equal
SU05NXXX-18000UC or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|-------------|-----------------------------|
| 7 | 3.7 Eaton Bypass Power Module (BPM) or equal | 3.00000 | EA | 2297.950000 | 6893.85 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.7 Eaton Bypass Power Module (BPM) or equal
BPM125HW or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|-------------|-----------------------------|
| 8 | 3.8 Eaton UPS 5-year extended warranty or equal | 3.00000 | EA | 2931.220000 | 8793.66 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments:

Extended Description:

3.8 Eaton UPS 5-year extended warranty or equal
9SW5Y-18000UC or equal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 9 | 3.9 Eaton EBM 5-year extended warranty or equal | 24.00000 | EA | 76.080000 | 1825.92 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 39121011 | | | |

Commodity Line Comments: This is marked for warranty just like #8
and the quantity says 24
I am putting the freight charge down because that is not listed
The Freight charge is \$1,825.88

Extended Description:

3.9 Eaton EBM 5-year extended warranty or equal
9SW5Y-18000BC or equal

REQUEST FOR QUOTATION
WVDOT UPS Systems

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids for a one-time purchase of UPS (uninterruptible power supply) system.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
 - 2.2 **“PDU”** means power distribution unit.
 - 2.3 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.
 - 2.5 **“UPS”** means uninterruptible power supply.

3. **GENERAL REQUIREMENTS:**

The following Contract Items are components of the UPS system and must meet or exceed the mandatory requirements as shown below.

 - 3.1 **Contract Item #1:** Eaton 9PXM UPS, part number 9PXM12AAAAA, or equal.
Quantity: (3) Three.
 - 3.2 **Contract Item #2:** Eaton Metered Input rack PDU, part number EMI200-10, or equal.
Quantity: (8) Eight.
 - 3.3 **Contract Item #3:** Eaton 9PXM split-phase power module, 9PXMSPPM or equal.
Quantity: (6) Six.
 - 3.4 **Contract Item #4:** Eaton 9PXM battery pack, part number 9PXMBAT, or equal.
Quantity: (24) Twenty-four.
 - 3.5 **Contract Item #5:** Eaton Gigabit Network Card, part number, NETWORK-M2 or equal.
Quantity: (3) Three.

REQUEST FOR QUOTATION
WVDOT UPS Systems

ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. The Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver orders within (30) Thirty working days after order is received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 40 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
WVDOT UPS Systems

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Andrew Powell

Telephone Number: 610-443-0405

Fax Number: 610-443-0639

Email Address: support@unitedpws.com

REQUEST FOR QUOTATION
WVDOT UPS Systems

- 3.6 **Contract Item #6:** Eaton UPS startup service, part number SU05NXXX-18000UC, or equal. Quantity: (3) Three.
- 3.7 **Contract Item #7:** Eaton Bypass Power Module (BPM), part number BPM125HW, or equal. Quantity: (3) Three.
- 3.8 **Contract Item #8:** Eaton UPS 5-year extended warranty, part number 9SW5Y-18000UC, or equal. Quantity: (3) Three.
- 3.9 **Contract Item #9:** Eaton EBM 5-year extended warranty, part number 9SW5Y-18000BC, or equal. Quantity: (24) Twenty-four.

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

Vendor shall provide technical specifications with bid documentation.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Page:** Vendor shall complete the Pricing Page by providing a total cost for the Contract Items being requested. Failure to complete the Pricing Page in full or in its entirety will result in Vendor's bid being disqualified. The Pricing Page contains a list of the Contract Items and purchase quantity per item.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If the Vendor has the

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.

(Printed Name and Title) Andrew Powell
(Address) 8013rd St Whitehall, PA 18052
(Phone Number) / (Fax Number) 610-443-0405 / 610-443-0639
(email address) support@unitedpws.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

United Power System
(Company)


(Signature of Authorized Representative)

Andrew Powell / owner - President
(Printed Name and Title of Authorized Representative) (Date)

610-443-0405 / 610-443-0609
(Phone Number) (Fax Number)

support@unitedpws.com
(Email Address)