



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 1

[List View](#)

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

Procurement Folder: 785921

Procurement Type: Central Purchase Order

Vendor ID: VS0000009379 

Legal Name: Hypertec USA Inc

Alias/DBA:

Total Bid: \$171,227.70

Response Date: 10/21/2020 

Response Time: 14:08

Responded By User ID: Hypertec1 

First Name: Mike

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2100000036

Published Date: 10/9/20

Close Date: 10/22/20

Close Time: 13:30

Status: Closed

Solicitation Description: 63210030 70 Dell 5424 Ruggedized laptops or equivalent

Total of Header Attachments: 1

Total of All Attachments: 1



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: 785921
Solicitation Description: 63210030 70 Dell 5424 Ruggedized laptops or equivalent
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2020-10-22 13:30	SR 0803 ESR10212000000003115	1

VENDOR
 VS0000009379
 Hypertec USA Inc

Solicitation Number: CRFQ 0803 DOT2100000036
Total Bid: 171227.7000000000116415321826 **Response Date:** 2020-10-21 **Response Time:** 14:08:03
Comments: Please see attached response.

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 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	Ruggedized Dell Latitude 5424 laptop or equivalent	70.00000	EA	2446.110000	171227.70

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments: Please see attached response.

Extended Description:

Ruggedized Dell Latitude 5424 laptop or equivalent



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 785921		Reason for Modification:	
Doc Description: 63210030 70 Dell 5424 Ruggedized laptops or equivalent			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-09	2020-10-22 13:30	CRFQ 0803 DOT2100000036	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Hypertec USA, Inc. (Hypertec Direct)

Address :

Street : 1753 E. Broadway Rd., Ste 101-514

City : Tempe


State : AZ **Country :** United States of America **Zip :** 85282

Principal Contact : Mike Marracino

Vendor Contact Phone: 866-787-0426 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Vendor Signature  **FEIN#** 98-0511786 **DATE** 10-21-20

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Department of Transportation is soliciting bids to establish a contract for the one-time purchase of (70) Seventy Dell Latitude 5424 Rugged laptops or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ruggedized Dell Latitude 5424 laptop or equivalent	70.00000	EA	\$2,446.11	\$171,227.70

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Latitude	5424

Extended Description:

Ruggedized Dell Latitude 5424 laptop or equivalent

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions Due by 10:00am	2020-10-16



Hypertec Direct USA

1868 E. Broadway Rd
 Tempe, Arizona 85282
 United States
<http://www.hypertecdirect.com/>
(P) 1-866-787-0426 (F) 480-626-9001

Customer Notes

Notes
 DELIVERY 30 DAYS ARO

Quotation (Open)	
Date	Oct 12, 2020 09:21 AM MDT
Modified Date	Oct 21, 2020 11:36 AM MDT
Doc #	66608 - rev 1 of 1
Description	RFQ DOT2100000036 Ruggedized Dell 5424 - Quote
SalesRep	Pratt, Toni (P) 866-787-0426 ext. 4205
Customer Contact	Smith, Dusty (P) 304-558-2063 dusty.j.smith@wv.gov

Customer

State of West Virginia DOT/Highways
 Info Services (W10340)
 Smith, Dusty
 1900 Kanawha Blvd, East
 Building 5, Room 920
 Charleston, WV 25305-0330
 United States
 (P) 304-558-4230
 (F) 304-558-4076

Bill To

State of West Virginia DOT/Highways
 Info Services
 Payable, Accounts
 1900 Kanawha Blvd, East
 Building 5, Room 920
 Charleston, WV 25305-0330
 United States
 (P) 304-558-4230
 (F) 304-558-4076

Ship To

State of West Virginia DOT/Highways
 Info Services
 Smith, Dusty
 1900 Kanawha Blvd, East
 Building 5, Room 920
 Charleston, WV 25305-0330
 United States
 (P) 304-558-4230
 (F) 304-558-4076

Shipping and Payment Info

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

Products

#	Image Description	Part #	Tax Qty	Unit Price	Total
1	Dell Latitude 5424 - Core i5-8350U, 16GB DDR4 (2x8GB), 1TB NVMe SSD, 14" Anti-Glare Non-Touch Win 10 Pro 64B,	210-AQPY	Yes 70	\$2,446.11	\$171,227.70

Image Description	Part #	Qty	Unit Price	Total
Note: 1 x 210-AQPY, Dell Latitude 5424 Rugged, CTO				
1 x 379-BDHC, 8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro)				
1 x 619-AHKN, Win 10 Pro 64 English, French, Spanish				
1 x 658-BCSB, No Microsoft Office License Included - 30 day Trial Offer Only				
1 x 338-BPVI, Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics				
1 x 631-ABWH, No Out-of-Band Systems Management - vPro Disabled				
1 x 401-AADF, 16GB, 2x8GB, 2666MHz DDR4 Non-ECC 370-AEVG - 1 -No Additional Hard Drive				
1 x 400-BBTY, M.2 1TB PCIe NVMe Class 40 Solid State Drive				
1 x 391-BDXO, 14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch				
1 x 346-BEVG, Dell Top Case and Palmrest without Security				
1 x 389-DOPO, Regulatory Label for Keyboard				
1 x 580-ABYR, Sealed Internal RGB Backlit English Keyboard				
1 x 555-BEPE, Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver				
1 x 555-BDGD, Intel Dual Band Wireless AC 8265 (802.11ac) 2x2				
1 x 575-BBYW, WLAN Bracket				
1 x 362-BBBB, No Mobile Broadband Card				
1 x 451-BCHG, 3 Cell 51Whr ExpressCharge Capable Battery				
1 x 492-BCNQ, 90 Watt AC Adapter				
1 x 650-AAAM, No Anti-Virus Software				
1 x 620-AALW, OS-Windows Media Not Included				
1 x 537-BBBD, E5 US Power Cord				
1 x 340-CHMZ, Setup and Features Guide				
1 x 540-BCIH, Factory Installed Rigid handle tied sku				
1 x 332-1286, US Order 332-1286				
1 x 325-BDEH, Dummy Airbay Cover				
1 x 340-AGIN, SERI Guide (English/Spanish)				
1 x 389-BEYY, Regulatory Label included				
1 x 340-AJPV, TPM Enabled				
1 x 640-BBRP, System Driver, Dell Latitude 5424				
1 x 658-BCUV, Dell Developed Recovery Environment				
1 x 328-BCXL, Shuttle SHIP Material				
1 x 340-CKTD, Directship Info Mod				
1 x 389-BLSV, Intel(R) Core(TM) i5 Processor Label				
1 x 340-ACQQ, No Option Included				
1 x 632-BBBJ, CMS Software not included				
1 x 430-XXYG, No Resource DVD / USB				
1 x 387-BBNJ, ENERGY STAR Qualified				
1 x 800-BBGF, BTO Standard shipment Air				
1 x 389-BDCE, No UPC Label				
1 x 590-TEYX, No Additional IO Ports				
1 x 401-AADF, No Additional Hard Drive				
1 x 590-TEYH, Primary HD Only, 5424				
1 x 429-AAYP, No Optical Drive				
1 x 340-ACQQ, No Option Included				
1 x 319-BBFN, RGB Camera				
1 x 590-TEZB, No PCMCIA Card or Express Card Reader				
1 x 340-CKSZ, No AutoPilot				
1 x 808-6784, ProSupport: Next Business Day Onsite, 3 Years				
1 x 808-6805, Dell Limited Hardware Warranty Initial Year				
1 x 808-6809, ProSupport: 7X24 Technical Support, 3 Years				
1 x 989-3449, Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport				
1 x 365-1132, Absolute Resilience 5 Year				
1 x 365-1245, Absolute Installation Fee				
1 x 376-9455, BIOS - Absolute Setting				
1 x 365-0538, System Box Asset Label				
1 x 365-0675, Standard BIOS - Fastboot - Auto				

Subtotal: \$171,227.70
Tax (0.000%): \$0.00

Shipping: \$0.00
Total: \$171,227.70

	Document Phase	Document Description	Page
DOT2100000036	Final	63210030 70 Dell 5424 Ruggedized laptops or equivalent	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish a contract for the one-time purchase of (70) Seventy Dell Latitude 5424 Rugged laptops or equal.
- 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 “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.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.
 - 2.4 “GB”** stands for gigabyte.
 - 2.5 “TB”** stands for terabyte.
 - 2.6 “GHZ”** stands for gigahertz.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 (70) Seventy Dell Latitude 5424 Rugged laptops or equal.** Laptop must be provided with the factory installed components listed below:
 - 8th Generation Intel Core i5-8350U processor (Quad Core, 6m Cache, 1.7GHz) or equal.
 - Windows 10 Enterprise 64 English or equal.
 - Minimum 16 GB SDRAM – or equal.
 - Minimum 14” HD (1366x768) Non-Touch, with Camera with Privacy Shutter and Microphone– or equal.
 - Integrated Intel HD Graphics 620 – or equal.

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

- Minimum 1TB Solid State Hard Drive or equal
- Intel Dual Band Wireless-AC 8260 (802.11ac) W/ Bluetooth and driver or equal
- Sealed Internal RGB Backlit English Keyboard or equal.
- 90W AC Adapter with 3 – Cell (50Wh) Lithium Ion Battery with Express Charge
- Manufacturer's Limited Hardware Warranty Initial Year – or equal.
- Must have a serial port connection

3.1.1.1 All hardware components and warranty/support must be provided directly by hardware manufacturer.

3.1.1.2 Vendor should provide with the bid, a detailed configuration document outlining all the components included in the equipment being specified. Vendor **MUST** provide documents upon request.

3.1.1.3 Vendor shall provide pricing for a warranty upgrade to provide a total of four years in coverage. The warranty upgrade shall include a minimum of next day onsite coverage for hardware, keyboard, monitor and other internal components. Warranty shall also cover damages resulting from accidental falls, water exposure and other forms of unintentional damage.

3.1.1.1 *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 should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. Literature MUST be provided upon request.*

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.

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

**3.2.1 Absolute Resilience Licensing Software / Support Services –
5 Year Term, or Equal**

3.2.1.1 Vendor must provide (70) licenses for Absolute Resilience Licensing Software / Support Services 5 Year Term, or Equal. Equality will be determined by:

3.2.1.1.1 Vendor must provide data and device security software that enables tracking, monitoring, and provides theft recovery services.

3.2.1.1.2 If a Vendor is unable to recover a lost and/or stolen device, the Vendor must reimburse the State for the cost of the machine at the time of purchase.

3.2.1.1.3 Five years' coverage must begin at activation of license.

3.2.1.1.4 Vendor's software must allow for centralized management of software.

3.2.1.1.5 If a Vendor is providing Absolute licensing, all licenses procured under this agreement must be added to the State's current Absolute Account #208587.

3.2.1.1.6 Vendor must provide technical support by web, phone, and email during business hours.

3.2.1.1.7 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.

3.2.1.1.8 Vendor must provide access to updates, patches and upgrades for software and firmware.

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

3.2.2 Alternate 'or Equal' Submission

3.2.2.1 Vendor submitting an alternate brand should include documentation confirming the ability to provide all services contained within the licensing of Absolute Resilience. Vendor must provide this information upon request.

3.2.2.2 Vendor must include alternate brand information with alternative part numbers and brand on Pricing Sheets.

3.2.2.3 Vendor will assume any costs related to installation of new software, hardware, and training of the new software provided as part of this agreement.

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 should complete the Pricing Page by providing a total cost for the hardware being requested. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (20) twenty work days after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to Department of Transportation/Highways Information Services, Building 5, Room 920. All components must be installed in the server at time of delivery.

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: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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 30 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
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

- 6.6 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither the Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- a. been a party to any collusion with any other potential or actual bidders, federal or state officials or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. been a party to any discussions between or among potential or actual bidders and any federal or state official employee as to quantity, quality or price in contract, or any other terms of contract;
 - c. been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning the exchange of money or other thing of value for special consideration in the letting or award of this contract;
 - d. exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - e. otherwise taken any action in restraint of free competitive bidding.
- (1) Contractor further affirms that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of the Contractor, has:
- a. made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company associations, organization or corporation and that the bid is genuine and is not a sham;
 - b. directly or indirectly colluded, conspired, connived or agreed with any potential or actual bidder or anyone else to put in a sham bid; otherwise taken any action to put in a sham bid.

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.

REQUEST FOR QUOTATION
Dell Latitude 5424 Rugged Laptop or Equal (63210030)

- 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.

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: Hypertec USA, Inc. (Hypertec Direct)

Authorized Signature: [Signature] Date: 9-17-20

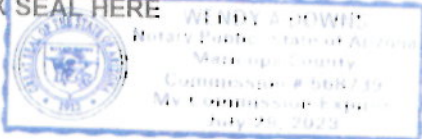
State of Arizona

County of Maricopa, to-wit:

Taken, subscribed, and sworn to before me this 17 day of September, 2020.

My Commission expires 7/29/2023, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]