

2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





# State of West Virginia Solicitation Response

Proc Folder:

1464135

**Solicitation Description:** 

One-Time Purchase of Enterprise Servers (OT25006)

Proc Type:

Central Purchase Order

Solicitation Closes	Solicitation Response	Version		
2024-07-30 13:30	SR 0231 ESR07242400000000669	1		

**VENDOR** 

000000223571

ADVANTAGE TECHNOLOGY LLC

Solicitation Number: CRFQ 0231 OOT2500000002

Total Bid: 40710 Response Date: 2024-07-24 Response Time: 10:18:17

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Jul 31, 2024
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 - Dell PowerEdge R450 Rack Server, or	5.00000	EA	8142.000000	40710.00
	Equal				

Comm Code	Manufacturer	Specification	Model #	
43211501				

### **Commodity Line Comments:**

### **Extended Description:**

3.1.1 - Dell PowerEdge R450 Rack Server, or Equal 3.1.2.3 - \*\*Cost of Warranty and support must be included in the cost of the server\*\*

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Jul 31, 2024 Page: 2



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:** 1464135 **Reason for Modification:** Doc Description: One-Time Purchase of Enterprise Servers (OT25006) **Proc Type:** Central Purchase Order **Date Issued Solicitation Closes Solicitation No** Version

OOT2500000002

CRFQ

0231

**BID RECEIVING LOCATION** 

**BID CLERK** 

2024-07-15

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

2024-07-30 13:30

US

VENDOR

Vendor Customer Code: 000000223571 Vendor Name : Advantage Technology

Address:

Street: 950 Kanawha Blvd East Ste 100

city: Charleston

State: WV

Country: USA

**Zip**: 25301

Principal Contact : James Stewart

Vendor Contact Phone: 304-941-4272

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

ames Stewart FEIN# 74-3077314

**DATE** July 24, 2024

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

Date Printed: Jul 15, 2024

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

# ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for a one-time purchase a quantity of five (5) enterprise servers with support and warranty that is compatible with the current operating environment. The contract is also to include maintenance and support of the equipment, per the attached documents.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E,		DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 908 BULLITT ST	
BLDG 5 10TH FLOOR			
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 - Dell PowerEdge R450 Rack Server, or Equal	5.00000	EA	\$8,142.00ea -	\$40,710.00

Comm Code	Manufacturer	Specification	Model #	
43211501				

### **Extended Description:**

3.1.1 - Dell PowerEdge R450 Rack Server, or Equal

3.1.2.3 - \*\*Cost of Warranty and support must be included in the cost of the server\*\*

### SCHEDULE OF EVENTS

	- O. E. E. (1)		
<u>Line</u>	<u>Event</u>	Event Date	
1	Questions are due by 3:00 p.m.	2024-07-22	

	Document Phase	Document Description	Page 3
OOT2500000002		One-Time Purchase of Enterprise Servers (OT25006)	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## STATE OF WEST VIRGINIA

# **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 §15A-3-14, 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.

"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

"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 exceed 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: Advantage Technology Date: July 24, 2024 Authorized Signature: State of Taken, subscribed, and sworn to before me this 24th day of July 20 24 My Commission expires October 26 20 AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL STATE OF WEST VIRGINIA **NOTARY PUBLIC**

**Todd Fowler** ission Expires October 26, 2025

My Comn

Purchasing Affidavit (Revised 03/09/2019)

**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) James Stewart, Sales Engineer	
(Address) 950 Kanawha Blvd East 100, Charleston, WV 25301	
(Phone Number) / (Fax Number)304-973-9537 / N/A	
(email address) jstewart@advantage.tech	

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.

Advantage Technology		
(Company)		
James Stewart		
(Signature of Authorized Representative) James Stewart, Sales Engineer	07.24.2024	
(Printed Name and Title of Authorized Repr 304-973-9537 / N/A	resentative) (Date)	
(Phone Number) (Fax Number) jstewart@advantage.tech		_

(Email Address)



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/24/2024

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

| CONTACT | Jennifer Drake | NAME: |

Mountain State Insurance Agency				PHONE (A/C, No, Ext): (304) 720-2000 FAX (A/C, No): (304) 720-2002						
120	6 Kanawha Blvd. E.				E-MAIC, NO; EXT: (AJC, NO): (AJC,					
Suite 100					ADDICES.					
Charleston WV 25301-2949					INSURER A: Great Northern Insurance Company					NAIC # 20303
INSL	RED				modratia.				20281	
	Advantage Technology, LLC & Aridea, LLC, DBA: Aridea Solutions					AOE A	erican Insuran			22667
	950 Kanawha Blvd. E				INSURE					22001
					INSURE					
	Charleston			WV 25301	INSURE					
CO	VERAGES CER	TIFIC	ATE	NUMBER: 23 24 Liab	INSURE	KF:		REVISION NUMBER:		
T	HIS IS TO CERTIFY THAT THE POLICIES OF				ISSUED	TO THE INSUE	RED NAMED A	ROVE FOR THE POLICY DEE	NOD	
l liv	DICATED. NOTWITHSTANDING ANY REQUI	Reme	NT. TE	ERM OR CONDITION OF ANY	CONTRA	ACT OR OTHER	DOCUMENT V	WITH RESPECT TO WHICH T	LIIC	"
E	ERTIFICATE MAY BE ISSUED OR MAY PERTA KCLUSIONS AND CONDITIONS OF SUCH PO	AIN, T	HE INS	SURANCE AFFORDED BY THI ITS SHOWN MAY HAVE BEEN	E POLICI	IES DESCRIBEI	D HEREIN IS S	UBJECT TO ALL THE TERMS	<b>5</b> ,	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR		N NEDUC	POLICY EFF	POLICY EXP			
	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	4 000	000
	CLAIMS-MADE OCCUR	l						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000	
	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$ 1,000	
Α		Υ		36060996		11/01/2023	11/01/2024	MED EXP (Any one person)	\$ 10,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:					11/01/2023	11/01/2024	PERSONAL & ADV INJURY	\$ 1,000	
	PRO-							GENERAL AGGREGATE	\$ 2,000	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000	1,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	X ANY AUTO							(Ea accident)	\$ 1,000	,000
Α	OWNED SCHEDULED			73617949		11/01/2023	11/01/2024	BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS NON-OWNED		73017949	70017040	11/01/2023	11/01/2023	11/01/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY					7		(Per accident)	\$	
	X UMBRELLA LIAB								\$	
В	EYCESSIIAB			78192586		11/01/2022	11/01/0001	EACH OCCURRENCE	\$ 5,000	
	CLAIMS-MADE			70192300		11/01/2023	11/01/2024	AGGREGATE	\$ 5,000	,000
	DED RETENTION \$ WORKERS COMPENSATION							DER LA OTH	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE				1			X PER STATUTE X OTH-		de 23-4-2
В	OFFICER/MEMBER EXCLUDED?	N/A		71764043		11/01/2023	11/01/2024	E.L. EACH ACCIDENT	\$ 1,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000	
С	Commercial Cyber and Privacy Liability			D95688615		11/01/2023	11/01/0004	Maximum Policy	\$2,00	
				D90000013		11/01/2023	11/01/2024	Deductible	\$50,0	00
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	OPD 10	11 Additional Paraste Cabasta		fact and 16				
	NEW S. C. ENVIRONO / EGGATIONS / VEHICLE	S (AC	טאט ונ	1, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)			
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CED	TIFICATE HOLDER	-								
CER	TIFICATE HOLDER	-			CANC	ELLATION				
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					THE	EXPIRATION DA	ATE THEREOF,	SCRIBED POLICIES BE CAN , NOTICE WILL BE DELIVER	CELLED I	BEFORE
	West Virginia Office of Technolog	у			ACC	ORDANCE WITH	H THE POLICY	PROVISIONS.		
	900 Bullitt St				41187.5					
AUTHORIZED REPRESENTATIVE										
	Charleston			WV 25301			1	uplak		
			-				V	n him		

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## Liability Insurance

### **Endorsement**

Policy Period

NOVEMBER 1, 2023 TO NOVEMBER 1, 2024

Effective Date

NOVEMBER 1, 2023

**Policy Number** 

3606-09-96 MAU

Insured

ADVANTAGE TECHNOLOGY, LLC AND ARIDEA, LLC DBA ARIDEA SOLUTIONS

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

**NOVEMBER 20, 2023** 

This Endorsement applies to the following forms:

### **GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

### Who is An insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Insurance

Additional Insured - Scheduled Person Or Organization

continued

Form 80-02-2367 (Rev. 5-07)

Endorsement

Page 1



# Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative