



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

**State of West Virginia  
 Solicitation Response**

Proc Folder : 758612

Solicitation Description : Addendum 3-Unity 480XT All-Flash DPE DS - AMER, or equal

Proc Type : Agency Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-06 11:30:00	SR 0402 ESR08062000000000760	1

**VENDOR**

000000223571

ADVANTAGE TECHNOLOGY LLC

RICHARD WILBUR III

Solicitation Number: ARFQ 0402 EDD2100000005

Total Bid : \$91,360.00

Response Date: 2020-08-06

Response Time: 11:01:34

Comments:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers

(304) 558-2686

michelle.childers@k12.wv.us

Signature on File

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
2	3.1.1 Unity 480F All-Flash DPE DS - AMER or equal	1.00000	EA	\$67,990.000000	\$67,990.00

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description : Unity 480F All-Flash DPE DS - AMER or equal  
To be used in the United States, Only

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.2 Deployment Services or equal	1.00000	EA	\$11,950.000000	\$11,950.00

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description : Deployment Services or equal

**Comments:** Services rendered after product received and scheduled with customer and Dell Deployment Services/Advantage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.3 Data Migration	1.00000	EA	\$3,850.000000	\$3,850.00

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description : Data Migration

**Comments:** Services rendered after product received and scheduled with customer and Dell Deployment Services/Advantage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.4 MDS 9132T 32G FC Switch or equal	2.00000	EA	\$2,769.000000	\$5,538.00

Comm Code	Manufacturer	Specification	Model #
43000000			

Extended Description : MDS 9132T 32G FC Switch, DS-C9132T-8PMESK9, or equal  
To be used in the United States, Only  
Must be new out of the box. No used or refurbished items will be accepted.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	3.1.5 AC PSU Port Side Exhaust, Spare, or equal	2.00000	EA	\$326.000000	\$652.00

Comm Code	Manufacturer	Specification	Model #
43000000			

Extended Description : AC PSU Port Side Exhaust, Spare, DS-CAC-650W-E=, or equal  
 To be used in the United States, Only  
 Must be new out of the box. No used or refurbished items will be accepted.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	3.1.6 SNTC 8x5xNBD MDS 9132T 32G FC Switch or equal	2.00000	EA	\$190.000000	\$380.00

Comm Code	Manufacturer	Specification	Model #
43000000			

Extended Description : SNTC 8x5xNBD MDS 9132T 32G FC Switch, CON-SNT-91328PME, or equal  
 To be used in the United States, Only  
 Must be new out of the box.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	3.1.7 Installation of MDS 9132T 32G FC Switch	1.00000	EA	\$1,000.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
43000000			

Extended Description : Installation of MDS 9132T 32G FC Switch  
 To be used in the United States; Only  
 Must be new out of the box.

**Comments:** Services rendered after product received and scheduled with customer and Dell Deployment Services/Advantage



State of West Virginia  
Request For Quotation  
Info Technology

Procurement Folder : 758612

Document Description : Addendum 3-Unity 480XT All-Flash DPE DS - AMER, or equal


Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-08-04	2020-08-06 11:30:00	ARFQ 0402 EDD2100000005	4	Draft

SUBMIT RESPONSES TO:	VENDOR:
PROCUREMENT OFFICER DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

Michelle L Childers  
(304) 558-2686  
michelle.childers@k12.wv.us

Signature X  FEIN # 74-3077314 DATE 8-5-20

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

**ADDITIONAL INFORMATION**

Addendum 3 issued to modify the Solicitation Closes date & time to: 08/06/2020 at 11:30 AM EDT and publish vendor question and agency response.

\*\*\*\*\*End of Addendum 3\*\*\*\*\*

Addendum 2 issued to publish additional vendor questions and agency responses.

\*\*\*\*\*End of Addendum 2\*\*\*\*\*

Addendum 1 issued to publish the vendor questions with agency responses and the pre-bid sign-in sheets.

\*\*\*\*\*End of Addendum\*\*\*\*\*

The West Virginia Department of Education, Office of Infrastructure and Network Operations is soliciting bids for the one-time purchase of installation of Unity 480XT All-Flash DPE DS-AMER, per the attached bid requirements, terms and conditions and specifications.

Note: Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price. Shipping, delivery and handling fees charged separately shall be the responsibility of the vendor and will not be paid by the agency.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	3.1.1 Unity 480F All-Flash DPE DS - AMER or equal	1.00000	EA	67990. <sup>00</sup>	67990. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
43211502			

**Extended Description**  
Unity 480F All-Flash DPE DS - AMER or equal

To be used in the United States, Only

Must be new out of the box.

Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	3.1.2 Deployment Services or equal	1.00000	EA	11950.00	11950.00

Commodity Code	Manufacturer	Model #	Specification
43211502			

Extended Description  
Deployment Services or equal

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	3.1.3 Data Migration	1.00000	EA	3850	3850

Commodity Code	Manufacturer	Model #	Specification
43211502			

Extended Description  
Data Migration

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	3.1.4 MDS 9132T 32G FC Switch or equal	2.00000	EA	2769.00	5538.00

Commodity Code	Manufacturer	Model #	Specification
43000000			

Extended Description  
MDS 9132T 32G FC Switch, DS-C9132T-8PMESK9, or equal

To be used in the United States, Only

Must be new out of the box. No used or refurbished items will be accepted.

Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	3.1.5 AC PSU Port Side Exhaust, Spare, or equal	2.00000	EA	326. <sup>00</sup>	652. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
43000000			

**Extended Description**

AC PSU Port Side Exhaust, Spare, DS-CAC-650W-E=, or equal

To be used in the United States, Only

Must be new out of the box. No used or refurbished items will be accepted.

Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
14	3.1.6 SNTC 8x5xNBD MDS 9132T 32G FC Switch or equal	2.00000	EA	190. <sup>00</sup>	380. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
43000000			

**Extended Description**

SNTC 8x5xNBD MDS 9132T 32G FC Switch, CON-SNT-91328PME, or equal

To be used in the United States, Only

Must be new out of the box.

Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF INFRASTRUCTURE & NETWORK OPERATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 346 CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
15	3.1.7 Installation of MDS 9132T 32G FC Switch	1.00000	EA	1000.	1000. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
43000000			

**Extended Description**

Installation of MDS 9132T 32G FC Switch

To be used in the United States, Only

Must be new out of the box.

Shipping, delivery and handling fees must be inclusive and must be incorporated in the item's price.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Pre-Bid	2020-07-28
2	Question Deadline	2020-07-29



EDD2100000005	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 3-Unily 480XT All-Flash DPE DS - AMER, or equal	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**RFP EDD2100000005**

**Submitted by: Advantage Technology, LLC**

<b>Commodity</b>	<b>Mfg PN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended</b>
3.1.1		Unity 480F All-Flash DPE DS-AMER or Equal	1	\$ 67,990.00	\$ 67,990.00
3.1.2		Deployment Services or equal	1	\$ 11,950.00	\$ 11,950.00
3.1.3		Data Migration	1	\$ 3,850.00	\$ 3,850.00
3.1.4	DS-C9132T-8PMESK9	MDS 9132T 32G FC Switch or equal	2	\$ 2,769.00	\$ 5,538.00
3.1.5	DS-CAC-650W-E=	AC PSU Port Side Exhaust, Spare, or equal	2	\$ 326.00	\$ 652.00
3.1.6	CON-SNT-91328PME	SNTC 8x5xNBD MDS 9132T 32G FC Switch	2	\$ 190.00	\$ 380.00
3.1.7		Installation of FC Switches	1	\$ 1,000.00	\$ 1,000.00
				<b>Total:</b>	<b>\$ 91,360.00</b>

**ARFQ\_EDD2100000005\_Unity 480F All-Flash DPE DS - AMER, or equal**

**VENDOR:** (Please submit with your bid)

**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:** Jonathan Knight

**Company Name:** Advantage Technology, LLC

**Vendor's FEIN:** 74-3077314

**Vendor's Address:** 950 Kanawha Blvd East

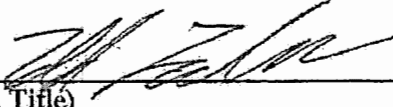
Charleston, WV 25301

**Telephone Number:** 304-342-0796

**Fax Number:** 304-720-1423


**Email Address:** jknight@advantagetech.biz

**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.

 Project Manager  
\_\_\_\_\_  
(Name, Title)  
Todd Fowler K12 Project Manager  
\_\_\_\_\_  
(Printed Name and Title)  
Advantage Technology, 950 Kanawha Blvd E, Charleston, WV 25301  
\_\_\_\_\_  
(Address)  
304-342-0796 / 304-720-1423  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
tfowler@advantage.tech  
\_\_\_\_\_  
(E-mail 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.

Advantage Technology, LLC  
\_\_\_\_\_  
(Company)

 Project Manager  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Todd Fowler K12 Project Manager  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

8-5-20  
\_\_\_\_\_  
(Date)

304-342-0796 / 304-720-1423  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Department of Education

Vendor:

Contract/Lease Number ("Contract"): ARFQ\_0402\_EDD2100000005

Commodity/Service: Unity 480XT All-Flash DPE DS-AMER and Installation

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominant over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vendor: Advantage Technology  
By: [Signature]  
Printed Name: Jill Fowler  
Title: K12 Project Mgr  
Date: 8-5-20

**Third Party Terms Indemnification Agreement**

Pursuant to this Third Party Terms Indemnification Agreement, Ahead, LLC and the State of West Virginia Department of Education ("State") agree that the contract resulting from the solicitation identified as: ARFQ 0402 EDD2100000005, shall be modified as follows to include an indemnification obligation on the part of Advantage Technology (Vendor) for third party terms and conditions.

**Third Party Terms and Conditions Indemnification:** The Parties agree that all third party terms and conditions are modified by the terms of the WV-96 Addendum to Vendors's Standard Contractual Forms, signed by Ahead, LLC (the "WV-96 Addendum"). The intent of the parties is that the WV-96 Addendum will prevail in the event of any conflicts. Advantage Technology Vendor shall indemnify the State for claims brought by a vendor asserting third party terms and conditions prevail over the WV-96 Addendum.

Vendor Advantage Technology

State Agency: West Virginia Department of Education

By: Todd Fowler

By: \_\_\_\_\_

Name: Todd Fowler

Name: \_\_\_\_\_

Title: K12 Project Mgr.

Title: \_\_\_\_\_

Attorney General Approved As To Form

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: Advantage Technology, LLC

Authorized Signature: [Signature] Date: 8-5-20

State of West Virginia

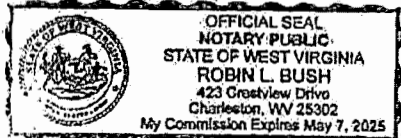
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5 day of August, 2020

My Commission expires May 7, 2025.

AFFIX SEAL HERE

NOTARY PUBLIC Robin L Bush





**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)*

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

Advantage Technology, LLC  
Company

[Signature]  
Authorized Signature

8-5-20  
Date

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/05/2020

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).

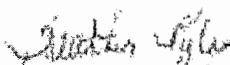
<b>PRODUCER</b> Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949		<b>CONTACT NAME:</b> Heather Pyles <b>PHONE (A/C, No, Ext):</b> (304) 720-2000 <b>FAX (A/C, No):</b> (304) 720-2002 <b>E-MAIL ADDRESS:</b> hpyles@mountainstateinsurance.com																						
<b>INSURED</b> Advantage Technology, LLC & Aridea Solutions, LLC 950 Kanawha Blvd. E Charleston WV 25301		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Phoenix Insurance Co</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Casualty Ins. Co of AM</td> <td>19046</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Co	25623	INSURER B:	Travelers Casualty Ins. Co of AM	19046	INSURER C:	Travelers Indemnity Co	25658	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: 2021 Liability REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			680-9686C868-19-42	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Blanket Additional \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8M661875-19-42	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ XNUCL \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUP-5644X863-19-42	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$:
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-0K587694-19-42	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			680-9686C868-19-42	02/01/2020	02/01/2021	Each Wrongful Act 2,000,000 Aggregate 2,000,000

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

<b>CERTIFICATE HOLDER</b> West Virginia Department of Education 1900 Kanawha Blvd East Building 6, 3rd Floor Charleston WV 25301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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