



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 @ 2

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 310411

Procurement Type: Central Contract - Fixed Amt

Vendor ID:

Legal Name: ROLTA ADVIZEX TECHNOLOGIES LLC

Alias/DBA:

Total Bid: \$59,993.30

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT1700000009

Published Date: 6/23/17

Close Date: 6/29/17

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MAINTENANCE & SUPPORT FOR VMWARE PRODUCTS				\$59,993.30

Comm Code	Manufacturer	Specification	Model #
81112201			

<b>Extended Description :</b>	REFERENCE EXHIBIT A PRICING PAGE MAINTENANCE & SUPPORT FOR VMWARE PRODUCTS PER ATTACHED SPECIFICATIONS
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**Comments:** Please see attached Rolta AdvizeX quote for additional details.



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 310411

Doc Description: SOFTWARE LICENSE RENEWAL, MAINTENANCE AND SUPPORT

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-23	2017-06-29 13:30:00	CRFQ 0705 LOT1700000009	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

*Mike Best*

FEIN #

371504931

DATE

6/28/17

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

REQUEST FOR QUOTATION  
VMware or Equal Software Support

- 9.3 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.4 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.5 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.6 Vendor shall notify all applicable staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

- 10.1 The following shall be considered a Vendor default under this Contract.
- 10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
- 10.2.1 Immediate cancellation of the Contract.
- 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3 Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

- 11.1. 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: Bob Hornick

Telephone Number: 212-901-1818 X4117

REQUEST FOR QUOTATION  
VMware or Equal Software Support

Fax Number: 216-901-1447

Email Address: bhamick@advizex.com



**EXHIBIT A  
VMWARE MAINTENANCE & SUPPORT  
PRICING PAGE**

Item No.	Instance	Part #	Quantity	Required for "OR Equal" Responses		Unit Price	Extended Price
				Brand	Model/Part #		
1	155111896	VS6-EPL-P-SSS-C	12			2215.01	\$ 26580.84
2	155643427	VC-SRM6-25E-P-SSS-C	1			7841.43	\$ 7841.43
3	155643429	VC-SRM6-25E-P-SSS-C	1			\$ 7841.43	\$ 7841.43
4	110556830	VCS5-STD-P-SSS-C 0J22Q-0E3D2-H8T44-0A8UK-007M5	2			\$ 8924.80	\$ 17729.60

\*Unit price bid is for three (3) years of maintenance and service.

**Total Bid Amount**      \$    
\$ 59,993.30

**Bidder/Vendor Information**

Name: Mika Bostaph  
 Address: 1440 Rockside Woods Blvd. Suite 190  
Independence, OH 44131  
 Phone: 304-4615-3301  
 eMail Address: mbostaph@advizex.com  
 Authorized Signature: Mika Bostaph  
 Date: 6/28/17



**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.

Milka Bostaph, wv Account Executive  
(Name, Title)

Milka Bostaph, wv Account Executive  
(Printed Name and Title)

6480 Rockside woods Blvd. S. Suite 190 Independence, OH 44131  
(Address)

304-615-3301, 216-901-1447  
(Phone Number) / (Fax Number)

mbostaph@advizex.com  
(email address)

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

Polta Advizex Technologies  
(Company)

Milka Bostaph, Milka Bostaph, wv Account Executive  
(Authorized Signature) (Representative Name, Title)

Milka Bostaph, wv Account Executive  
(Printed Name and Title of Authorized Representative)

6/28/17  
(Date)

304-615-3301, 216-901-1447  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Pelita ActivizeX Technologies

Authorized Signature: [Signature] Date: 6/28/17

State of OHIO

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of June, 2017.

My Commission expires September 24, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 08/21/2015)



CYNTHIA A. MANLEY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9/24/2018

Quotation #: 120558270-1  
 Request #: 8682695-5115165  
 Quote Date: 6/28/2017  
 Expiration Date: 7/14/2017



**From:**  
 Rolta Advizex Technologies, LL  
 6480 Rockside Woods Blvd S Ste 190  
 Independence, OH 44131-2224  
 Coverage Start Date: 7/19/2017  
 Contract Type: Renewal  
 Contract Number: 30776972

**End User:**  
 The West Virginia Lottery  
 900 Pennsylvania Ave  
 Charleston, WV 25302-3548  
 Billing Frequency: Prepaid

**AdvizeX Contact:**  
 Bob Hornick  
 (216) 901-1818 x41117  
 (216) 901-1447 Fax  
[bhornick@advizex.com](mailto:bhornick@advizex.com)

Currency: USD

3 year 30776972											
Line No.	Qty	Part Number	Service Serial #	Description	Unit List	Ext List	Unit Price	Ext Price	Start Date	End Date	
1	12	VS6-EPL-P-SSS-C	155111896	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VSPHERE 6 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 1 YEAR	\$2,307.36	\$27,688.32	\$2,215.07	\$26,580.84	7/19/2017	7/18/2020	
2	1	VC-SRM6-25E-P-SSS-C	155643427	PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE SITE RECOVERY MANAGER 6 ENTERPRISE (25 VM PACK) FOR 1 YEAR	\$8,168.16	\$8,168.16	\$7,841.43	\$7,841.43	7/19/2017	7/18/2020	
3	1	VC-SRM6-25E-P-SSS-C	155643429	PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE SITE RECOVERY MANAGER 6 ENTERPRISE (25 VM PACK) FOR 1 YEAR	\$8,168.16	\$8,168.16	\$7,841.43	\$7,841.43	7/19/2017	7/18/2020	
4	2	VCS5-STD-P-SSS-C	110556830	PRODUCTION SUPPORT/SUBSCRIPTION FOR VCENTER SERVER 5 STANDARD FOR VSPHERE 5 FOR 1 YEAR	\$9,234.17	\$18,468.34	\$8,864.80	\$17,729.60	9/22/2014	6/26/2020	
								<b>Subtotal:</b>	<b>\$59,993.30</b>		
								<b>Solution Total:</b>	<b>\$59,993.30</b>		

**Unless reflected above the quotation total does not include applicable sales tax and shipping charges.**  
**Payment terms are Net 30 unless otherwise agreed to in writing. We do not accept credit cards.**

AdvizeX Technologies may assign without notice all or part of the payments together with all the rights of an unpaid seller but without the assignee's assumption of seller's obligations under this order. AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity. Payment terms are Net 30, Shipping terms are FOB Origin, and cannot be superseded by any other terms, implied or expressed in any other agreement or purchase order unless otherwise agreed to in writing by AdvizeX. Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Further, the terms set forth in this form supersede all other terms in any subsequent agreement or purchase order. Acceptance of these terms may be made (1) by written acceptance or (2) by accepting delivery of any good described on this form or (3) raising an order against this quote. This Quotation shall remain firm for 30 days from the date above unless modified in writing by AdvizeX Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, AdvizeX Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect AdvizeX Technologies, LLC security interest in the system at AdvizeX Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of AdvizeX Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of AdvizeX Technologies, LLC. AdvizeX Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. AdvizeX Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause.