

The following documentation is an electronicallysubmitted 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.



WOASIS	Jump to: PRCUID 🛕 Go 😚 Home 🔑 Personalize 🚱 Accessibility 📴 App Help 🀔 About 🔟
Welcome, Robert M Ross Solicitation Response(SR) Dept: 0210 ID: ESR10042200000001711 Ver.: 1 Function: New Phase: Final Modified by batch / 10/04/2022	Procurement Budgeting Accounts Receivable Accounts Payable
Header () 2	
General Information Contact Default Values Discount Document Information Clarification Request	E List View
Procurement Folder: 1104946	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0210
Vendor ID: 000000223330	SO Doc ID: ISC230000002
Legal Name: DELL MARKETING LP	Published Date: 9/26/22
Alias/DBA:	Close Date: 10/4/22
Total Bid: \$856,000.00	Close Time: 13:30
Response Date: 10/04/2022	Status: Closed
Response Time: 13:04	Solicitation Description: Addendum #1 SentinelOne Ranger Pro, or Equal (OT23027)
Responded By User ID: MeganMorris	Total of Header Attachments: 2
First Name: Megan	Total of All Attachments: 2
Last Name: Morris	
Email: megan.morris@dell.com	
Phone: 5125138094	



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:	1104946			
Solicitation Description:	Addendum #1 SentinelOne Ranger Pro, or Equal (OT23027)			
Proc Type:	Central Master Agreement			
Solicitation Closes		Solicitation Response	Version	
2022-10-04 13:30		SR 0210 ESR10042200000001711	1	

VENDOR					
000000223330 DELL MARKETING LP					
Solicitation Number:	CRFQ 0210 ISC2300000002				
Total Bid:	856000	Response Date:	2022-10-04	Response Time:	13:04:00
Comments:	Dell has provided pricing should a Multi-year discount has been p ProSupport for Software is provi	provided for the 4-year			

FOR INFORMATION CONTACT THE BUYER Jessica L Hovanec 304-558-2314 jessica.l.hovanec@wv.gov			
Vendor Signature X	FEIN#	DATE	
All offers subject to all terms and conditions of	contained in this solicitation		

Line	Comm Ln Desc	Qty U	nit Issue l	Jnit Price	Ln Total Or Contract Amount
1	SentinelOne Ranger Pro, or equal, for 20,000 devices	20000.000 E	A 1	0.000000	200000.00
Comm	Codo Manufacturor		Specification		Model #

Comm Code	Manufacturer	Specification	Model #	
43230000				

Commodity Line Comments: With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year. Quote: West Virginia RFP 3.4

## **Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	SentinelOne Ranger Pro, or equal, for 1,000 devices	1000.000	00 EA	14.000000	14000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

# **Commodity Line Comments:** With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year.

Quote: West Virginia RFP 1.4

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices

Line	Comm Ln Desc	Qty L	Jnit Issue	Unit Price	Ln Total Or Contract Amount
3	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR2	20000.000 E	A	10.000000	200000.00
Comm	Code Manufacturer		Specification		Model #

Comm Code	Manufacturer	Specification	Model #	
43230000				
43230000				

Commodity Line Comments: With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year. Quote: West Virginia RFP 7.4

#### **Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amoun	t
4	SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2	1000.000	00 EA	14.000000	14000.00	
Comm	Code Manufacturer		Specific	ation	Model #	
432300	00					

**Commodity Line Comments:** With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year. Quote: West Virginia RFP 5.4

#### **Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR3	20000.000	EA	10.000000	200000.00

Comm Code	Manufacturer	Specification	Model #	
43230000				

Commodity Line Comments: With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year. Quote: West Virginia RFP 8.4

#### Extended Description:

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3	1000.000	00 EA	14.000000	14000.00

Comm Code	Manufacturer	Specification	Model #	
43230000				

**Commodity Line Comments:** With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$546.95 for 1 year. Quote: West Virginia RFP 6.4

## **Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	SentinelOne Ranger Pro, or equal, for 20,000 devices - YR4	20000.000	EA	10.000000	200000.00

Comm Code	Manufacturer	Specification	Model #	
43230000				

**Commodity Line Comments:** With the cost-saving conjunction of Carbon Black Workloads Advanced, the patented scientific telemetry allows the features of OS Query Integration, Common Vulnerabilities & Exposure (CVE) Reports, Indicator of Compromise (IOC) Reports, & volume-based endpoint searches to be included at the same threshold as our Endpoint Standard offering. Minimum purchase to enable these features is quantity (2). Unit Price is \$1,969.00 for 4 years. Quote: West Virginia RFP 10.4

## Extended Description:

SentinelOne Ranger Pro, or equal, for 20,000 devices - YR4

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	SentinelOne Ranger devices - YR4	Pro, or equal, for 1,000	1000.000	0 EA	14.000000	14000.00
Comm	Code	Manufacturer		Specifica	ation	Model #
432300	000					
Commo	odity Line Comments:	the features of OS Que Compromise (IOC) Rep	ry Integration	on, Common Vul ume-based endp	Inerabilities & Exposion oint searches to be	d, the patented scientific telemetry allow sure (CVE) Reports, Indicator of included at the same threshold as our es is quantity (2). Unit Price is \$1,969.00

4 years. Quote: West Virginia RFP 9.4

## **Extended Description:**

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR4

# **D**CLTechnologies

## Technical Proposal for West Virginia Department of Administration

RFP for SentinelOne Ranger Pro, or Equal (OT23027)

Proposal Due: October 4, 2022 at 1:30PM EST





One Dell Way Round Rock, TX 78682 USA www.dell.com

Jessica L. Hovanec, Senior Buyer West Virginia Department of Administration 2019 Washington St. E Charleston, WV 25305

Dear Ms. Hovanec,

Thank you for this opportunity to submit a proposal for West Virginia Department of Administration's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for West Virginia Department of Administration has been designed to meet your needs in the most cost-effective way without compromising on quality, service, or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow West Virginia Department of Administration to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction.
- System Consultants to provide a seamless deployment experience.
- Technical Sales Representatives to facilitate order management.
- Customer Service Representatives to provide post-sale support.

Should you have any questions regarding this response, please contact your dedicated Account Executive Lori Caldwell at 304-541-3400 or online at Lori.Caldwell@Dell.com.

We look forward to working with you.

Sincerely, ap

Michelle Chaney Proposal Manager

## **Table of Contents**

Dell Technologies Profile	4
Dell Contacts	
Executive Summary	5
Addendum(s)	
Legal Exceptions and Clarifications	15
Executed Solicitation Document	24
Proposal Legal Notes	33

## **Dell Technologies Profile**

At Dell Technologies, our purpose is to drive human progress on a global scale, through greater access to better technology, to create new markets, reshape industries, and improve the lives of every person on the planet. Our unique combination and unprecedented capabilities power true transformation for people and organizations everywhere.

Digital transformation has become essential to all businesses, and we have expanded our portfolio to include holistic solutions that enable our customers to drive their ongoing digital transformation initiatives. Dell Technologies' integrated solutions help customers modernize their IT infrastructure, manage and operate in a multi-cloud world, address workforce transformation, and provide critical security solutions to protect against the ever increasing and evolving security threats.

With our extensive portfolio and our commitment to innovation, we can offer secure, integrated solutions that extend from the edge to the core to the cloud, and we are at the forefront of the software-defined and cloud native infrastructure era.

Name	Responsibility	Contact Information
Lori Caldwell	Account Executive	304-541-3400 Lori.Caldwell@Dell.com
Megan Morris	Account Manager	512-513-8004 <u>Megan.Morris@Dell.com</u>
Darrius Osborne	Software Specialist	512-513-8757 Darrius Osborne@Dell.com
Amber Zelhart	Security Endpoint Software Specialist	737-808-1961 <u>Amber_Zelhart@Dell.com</u>
Michelle Chaney	Proposal Manager	512-647-6793 <u>Michelle.Chaney@Dell.com</u>

## **Dell Contacts**

## **Executive Summary**

In responding to West Virginia Department of Administration's requirement, Dell has derived a solution that addresses your expressed business challenges and offers tangible financial, operational and business benefits.

Dell offers superior quality and value of solutions through operational excellence based on:

## **Expertise**

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement.
- Dell offers validated, best of breed solutions based on thousands of successful deployments.
- Intellectual property and solution project management are maintained by Dell.

## Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs and allows for rapid design and deployment of solutions.
- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation, and on-going maintenance.

## Dependability

- Dell's unique business model provides West Virginia Department of Administration with a single point of accountability for everything we do.
- Dell is passionate about its customer relationships. That passion means that you can be assured of high-quality delivery and that doing business with Dell will be easy.

## **Choosing Dell as your Supplier**

In summary, we believe that Dell can deliver real value to West Virginia Department of Administration's business.

You can be assured that Dell is committed to deliver the solutions and services described in this proposal in a manner that will meet both your short- and long-term requirements.

## Addendum(s)

Acknowledged Addendums can be found following this page.



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:	1104946		Reason for Modification:
Doc Description:	Addendum #1 SentinelOn	e Ranger Pro, or Equal (OT23027)	Addendum #1 to move the bid opening date and to publish the Vendor Q&A's.
Proc Type:	Central Master Agreemen	t	
Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-26	2022-10-04 13:30	CRFQ 0210 ISC2300000002	2
BID RECEIVING LO	DCATION		
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US			
VENDOR			
Vendor Customer	Code: 000000223330		
Vendor Name : De	ell Marketing L.P.		
Address : One			
Street : Dell Way			
City : Round Rock			
State : Texas		Country : United States	Zip: 78682
Principal Contact	Lori Caldwell - Account E	Executive	
Vendor Contact P	h <b>one:</b> 304-541-3400 Email: <u>Lori.Cald</u>	Extension: N/A well@dell.com	
FOR INFORMATIO Jessica L Hovanec 304-558-2314 jessica.l.hovanec@	N CONTACT THE BUYEF	2	
Vendor Signature X		FEIN# 74-2616805	DATE 10/4/2022

All offers subject to all terms and conditions contained in this solicitation <u>and Dell's exceptions to certain terms and</u> <u>conditions as stated herein</u>, <u>Dell is committed to enter into good faith negotiations of mutually agreeable terms and</u>

Note: Third Party Products may carry a limited warranty from the third-party publisher, provider, licensor or original manufacturer of such Third-Party Products. Dell is not responsible for fulfillment of any Third-Party Product warranty or for problems attributable to the use of Third-Party Products. Dell does not warrant that any Product will function in any specific configuration that includes any Third-Party Products, or that any Product will function to produce a particular result, even if the specific configuration or the result has been discussed with Dell. Dell has no liability to you or End-User for any damages or claims that arise out of or relate to Third Party Products. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL ON AN "AS IS" BASIS.

## ADDITIONAL INFORMATION

Addendum #1 to publish the Vendor Questions and Answers and to move the bid opening date from 09/28/2022 to 10/04/2022. Bid opening time remains the same at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for Endpoint Detection and Response per the specifications and terms and conditions as attached hereto.

INVOICE	ЕТО		SHIP TO			
	IMENT OF STRATION		WV OFFICI			
OFFICE	OF TECHNOLOGY		BLDG 5, 10	TH FLOOR		
	NAWHA BLVD E, 10TH FLOOR		1900 KANA	WHA BLVD E		
CHARLE	ESTON	WV	CHARLES1	ſON	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
1	SentinelOne Rang devices	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm (	Code	Manufacturer	Specificatio	n	Model #	
4323000	00		Qı	uote: West Virgini	a RFP 3.4	

## **Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices

INVOICE	то		SHIP TO			
			WV OFFIC	-		
ADMINIST			TECHNOL			
OFFICE O	F TECHNOLOGY		BLDG 5, 10	OTH FLOOR		
	AWHA BLVD E, 0TH FLOOR		1900 KANA	AWHA BLVD E		
CHARLES	STON	WV	CHARLES	TON	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
2	SentinelOne Range devices	er Pro, or equal, for 1,000	1000.00000	EA	\$14.00	\$15,093.90
Comm Co	ode	Manufacturer	Specificatio	on	Model #	
43230000			Q	uote: West Virgin	ia RFP 1.4	

SentinelOne Ranger Pro, or equal, for 1,000 devices

INVOICE	ЕТО		SHIP TO			
ADMINIS OFFICE 1900 KAI	IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR					
CHARLE US		WV	CHARLEST US	ΓΟΝ	WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
3	SentinelOne Rang devices - YR2	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm C	Code	Manufacturer	Specificatio	on	Model #	
4323000	00		Qu	ote: West Virginia	RFP 7.4	
Sontinol	One Panger Pro, er er	wal for 20,000 devices VP	2			
SentinelC	<b>.</b>	qual, for 20,000 devices - YR	2 SHIP TO			
INVOICE DEPART ADMINIS OFFICE 1900 KA	E TO IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E,	qual, for 20,000 devices - YR	WV OFFIC TECHNOLO BLDG 5, 10	-		
INVOICE DEPART ADMINIS OFFICE 1900 KA	TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	qual, for 20,000 devices - YR	WV OFFIC TECHNOLO BLDG 5, 10	OGY OTH FLOOR WHA BLVD E	WV	
INVOICE DEPART ADMINIS OFFICE 1900 KA BLDG 5 CHARLE	TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	• • • •	WV OFFICE TECHNOLO BLDG 5, 10 1900 KANA CHARLEST	OGY OTH FLOOR WHA BLVD E	WV Unit Price	Total Price
INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US	TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc	• • • •	SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US	DGY DTH FLOOR AWHA BLVD E FON		Total Price \$15,093.90
INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US Line	TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc SentinelOne Rang devices - YR2		SHIP TO WV OFFICI TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US Qty	DGY DTH FLOOR AWHA BLVD E FON Unit Issue EA	Unit Price	

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2

INVOICE	ТО		SHIP TO			
ADMINIS OFFICE 1900 KAI	MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR					
CHARLE US		WV	CHARLES US	ΤΟΝ	WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
5	SentinelOne Rang devices - YR3	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm C	Code	Manufacturer	Specificatio	on	Model #	
4323000	0		(	Quote: West Virgir	nia RFP 8.4	
	<b>d Description:</b> One Ranger Pro. or ec		0			
INVOICE		qual, for 20,000 devices - YR	SHIP TO			
DEPART ADMINIS OFFICE 1900 KAI	TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E,		WV OFFIC TECHNOLO BLDG 5, 10	-		
DEPART ADMINIS OFFICE 1900 KAI	TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	WV	WV OFFIC TECHNOLO BLDG 5, 10	ogy DTH Floor Awha Blvd E	WV	
DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US	TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	• • • •	WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST	ogy DTH Floor Awha Blvd E	WV Unit Price	Total Price
DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE	TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc	• • • •	SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US	ogy oth floor awha blvd e ton		Total Price \$15,093.90
DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US Line	TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc SentinelOne Rang devices - YR3		SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US Qty	OGY DTH FLOOR AWHA BLVD E TON Unit Issue EA	Unit Price	

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3

	го		SHIP TO			
DEPARTM	-		WV OFFICE	•		
ADMINIST	-		TECHNOLO			
	FTECHNOLOGY		BLDG 5, 10T			
	AWHA BLVD E,		1900 KANAV	VHA BLVD E		
	TH FLOOR					
	TON	WV	CHARLESTO	JN	WV	
JS			US			
_ine	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
7	SentinelOne Range devices - YR4	r Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm Co	de	Manufacturer	Specification	l	Model #	
13230000				Quote: West V	irginia RFP 10.4	
		ial, for 20,000 devices - YR	SHIP TO			
DEPARTM			WV OFFICE			
ADMINIST						
	FTECHNOLOGY		BLDG 5, 10T			
	AWHA BLVD E, DTH FLOOR		1900 KANAV	VHA BLVD E		
CHARLES		WV	CHARLESTO	N	WV	
JS			US			
ine	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
3	SentinelOne Range devices - YR4	r Pro, or equal, for 1,000	1000.00000	EA	\$14.00	\$15,093.90
Comm Co	de	Manufacturer	Specification	l	Model #	
				Quote: West \	/irginia RFP 9.4	
43230000						

## SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Technical Questions due by September 21, 2022 at 10:00 AM ET	2022-09-21

## SOLICITATION NUMBER: CRFQ ISC230000002 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ISC2300000002 ("Solicitation") to reflect the change(s) identified and described below.

## **Applicable Addendum Category:**

- [X] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

## **Description of Modification to Solicitation:**

- 1) To move bid opening date from 09/28/2022 to 10/04/2022. Bid opening time remains the same at 1:30 PM ET
- 2) To attach the Vendor Questions and Answers

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

## **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ISC230000002

**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)

[X]	Addendum No. 1	[	]	Addendum No. 6
[]	Addendum No. 2	[	]	Addendum No. 7
[]	Addendum No. 3	[	]	Addendum No. 8
[]	Addendum No. 4	[	]	Addendum No. 9
[]	Addendum No. 5	[	]	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 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.

Dell Marketing L.P.
Company
Authorized Signature
10/4/2022
Date

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

## ISC2300000002 Addendum #1 Vendor Questions and Answers

- Q1) Request to extend the solicitation deadline to a date later than September 28, 2022 to allow vendors sufficient time to review responses and related addenda to be issued by the State after this Q&A period ends;
- A1) The bid opening date has been extended to October 4, 2022. Bid opening time remains the same at 1:30 PM ET.
- Q2) The State of West Virginia has previously accepted contracts for purchases through established consortiums (i.e. MHEC). For Solicitation No. CRFQ 0210 ISC230000002 ("Solicitation"), will the State consider leveraging an already existing consortium agreement in lieu of the General Terms and Conditions contained within this Solicitation?

**A2)** No

## **Legal Exceptions and Clarifications**

In an effort to provide a concise proposal, only the pages, which include exceptions requested by Dell, have been included in this Legal Exceptions/Clarifications section. Words <u>underlined</u> are proposed additions; words <u>stricken</u> are proposed deletions.

Dell looks forward to the opportunity to work with the State of West Virginia and will negotiate in good faith if selected for an award.

**10. VENUE:** 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.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_\_for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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 maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

Revised 09/12/2022

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. 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.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract provided the State will not be entitled for any refunds for purchases made prior to the date of cancellation by the State; however the State of West Virginia will keep any licenses purchased prior to cancellation through the end of the subscription period. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 09/12/2022

**Commented [NF1]:** NOTE TO THE STATE: This exception was previously accepted by the State of West Virginia in the Microsoft products resale deal with Dell in April 2022/Contract AMA 0402 0051 EDD2200000029 2

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. The State's right to use the software delivered by Vendor are governed by the terms of the applicable end-user license agreement or other document required by the software publisher. To the extent the State has executed a separate agreement with publisher or consented to publisher's terms, Agceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** To the extent the following warranties are extended by VMWare, <u>Tthe</u> Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Revised 09/12/2022

**Commented [NF2]:** NOTE TO THE STATE: This exception was previously accepted by the State of West Virginia in the Microsoft products resale deal with Dell in April 2022/Contract AMA 0402 0051 EDD2200000029 2

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed by Vendor pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Revised 09/12/2022

Commented [NF3]: NOTE TO THE STATE: This exception was previously accepted by the State of West Virginia in the Microsoft products resale deal with Dell in April 2022/Contract AMA 0402 0051 EDD2200000029

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** To the extent such claims arose out of Vendor's obligations as a reseller. The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.division@wv.gov.</u>

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

Revised 09/12/2022

**Commented [NF4]:** NOTE TO THE STATE: This exception was previously accepted by the State of West Virginia in the Microsoft products resale deal with Dell in April 2022/Contract AMA 0402 0051 EDD2200000029

Field Code Changed

#### 47. LIMITATION OF LIABILITY

47.1 Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to all Disputes (as defined below in the Section titled "Governing Law; Informal Dispute Resolution; Attorney's Fees"). The terms of this Section are agreed allocations of risk constituting part of the consideration for Suppliers' and its Affiliates' sale of products and services to State and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.

A. Limitation on Direct Damages. Except for State's obligations to pay for products and services, State's violation of the restrictions on use of products and services or Supplier's or its Affiliates' intellectual property rights, or a party's indemnity obligation stated in the Section above titled "Indemnity", each party's total liability arising out of any Dispute or any matter under this CSA, is limited to the amount State paid to Supplier during the 12 months before the date that the matter or Dispute arose for the Product, Services or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

B. Disclaimer of Certain Other Damages. Except for State's payment obligations and violation of Suppliers' or its Affiliates' intellectual property rights, neither Supplier nor State has liability to the other for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute products or services.

47.2 Regular Backups. State is solely responsible for its data. State must backup its data before Supplier performs any remedial, upgrade, or other work on State's systems. If applicable law prohibits exclusion of liability for lost data, then Supplier will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from State's last available backup.

47.3 Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

Revised 09/12/2022

#### REQUEST FOR QUOTATION Endpoint Detection and Response (OT23027)

#### 5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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.
- **5.2 Pricing:** Vendor should electronically complete the Pricing in wvOASIS. Vendor should complete the Pricing in its entirety, as failure to do so may result in Vendor's bids being disqualified.

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

#### 6. ORDERING AND PAYMENT:

- **6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, 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 Vendor has the 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- **6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### 7. DELIVERY AND RETURN:

- 7.1 Delivery Time: <u>Vendor shall electronically send email invites for the purchased licenses to the State within 1 to 3 days of receipt of the State's Purchase order.</u> 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 15 calendar days after receiving a purchase order or notice to proceed. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to Agency at 1900 Kanawha Blvd., Building 5, 10th Floor, Charleston, WV 25305.
- **7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

Revised 10/27/2014

#### REQUEST FOR QUOTATION Endpoint Detection and Response (OT23027)

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 **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.
- 7.5 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.

## 8. VENDOR DEFAULT:

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

- **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- **8.1.2** Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

Revised 10/27/2014

**Commented [NF5]:** NOTE TO THE STATE: These provisions are inapplicable as the products being sold by Dell are third-party software.

## **Executed Solicitation Document**

The Executed documents from the solicitation and the contract manager information can be found following this page.



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:	1104946				Re	ason for Modification:
Doc Description:	SentinelOne I	Ranger Pro, or	Equal (OT2302	7)		
	Central Maste					
Date Issued	Solicitation (		Solicitation No		Vers	sion
2022-09-16	2022-09-28	13:30	CRFQ 0210	ISC2300000002	1	
BID RECEIVING LO	OCATION					
BID CLERK						
DEPARTMENT OF	ADMINISTRA	TION				
PURCHASING DIV						
2019 WASHINGTO		<b>-</b>				
CHARLESTON US	WV 2530	5				
00						
VENDOR						
Vendor Customer	Code: 00000	0223330				
Vendor Name : De	ell Marketing L	P.				
Address : One						
Street : Dell Way						
City : Round Rock						
State : Texas			Country : U	Inited States	Zip : <sup>78682</sup>	
Principal Contact	Lori Caldwel	II - Account Exe	ecutive			
Vendor Contact P		1-3400 : <u>Lori.Caldwell</u>	@dell.com	Extension: N/A		
FOR INFORMATIO Jessica L Hovanec 304-558-2314 jessica.l.hovanec@		THE BUYER				
Vendor Signature X				74-2616805	DATI	

All offers subject to all terms and conditions contained in this solicitation and Dell's exceptions to certain terms and conditions as stated herein, Dell is committed to enter into good faith negotiations of mutually agreeable terms and conditions.

Note: Third Party Products may carry a limited warranty from the third-party publisher, provider, licensor or original manufacturer of such Third-Party Products. Dell is not responsible for fulfillment of any Third-Party Product warranty or for problems attributable to the use of Third-Party Products. Dell does not warrant that any Product will function in any specific configuration that includes any Third-Party Products, or that any Product will function to produce a particular result, even if the specific configuration or the result has been discussed with Dell. Dell has no liability to you or End-User for any damages or claims that arise out of or relate to Third Party Products. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL ON AN "AS IS" BASIS.

## ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for Endpoint Detection and Response per the specifications and terms and conditions as attached hereto.

INVOICE	ТО	SHIP TO			
	MENT OF STRATION	WV OFFIC			
	OF TECHNOLOGY		TH FLOOR		
	NAWHA BLVD E, 10TH FLOOR	1900 KANA	WHA BLVD E		
CHARLE	STON WV	CHARLES	ΓΟΝ	WV	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SentinelOne Ranger Pro, or equal, for 20,0 devices	00 20000.00000	EA	\$10.00	\$201,093.90
Comm C	Code Manufacturer	Specificatio	on	Model #	

43230000

Quote: West Virginia RFP 3.4

## **Extended Description:**

SentinelOne Ranger Pro, or equal, for 20,000 devices

INVOICE	ТО		SHIP TO			
	MENT OF		WV OFFIC			
ADMINIS	STRATION		TECHNOL	OGY		
OFFICE	OF TECHNOLOGY		BLDG 5, 1	0TH FLOOR		
	NAWHA BLVD E, 10TH FLOOR		1900 KAN/	AWHA BLVD E		
CHARLE	STON	WV	CHARLES	TON	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
2	SentinelOne Range devices	r Pro, or equal, for 1,000	1000.00000	EA	\$14.00	\$15,093.90
Comm C	Code	Manufacturer	Specificatio	on	Model #	
4323000	0			Quote: West Virgi	nia RFP 1.4	

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices

INVOICE	E TO		SHIP TO			
ADMINIS OFFICE 1900 KA	IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR					
CHARLE US		WV	CHARLES US	ΓΟΝ	WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
3	SentinelOne Rang devices - YR2	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm C	Code	Manufacturer	Specificatio	on	Model #	
4323000						
Extende	d Description:	qual, for 20,000 devices - YR		Quote: West Virgir	nia RFP 7.4	
Extende	<b>d Description:</b> One Ranger Pro, or ec	qual, for 20,000 devices - YR		Quote: West Virgir	nia RFP 7.4	
Extender Sentinel INVOICE DEPART ADMINIS OFFICE 1900 KA	d Description: One Ranger Pro, or ed E TO IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E,	qual, for 20,000 devices - YR	2 SHIP TO WV OFFIC TECHNOLO BLDG 5, 10	E OF	nia RFP 7.4	
Extende Sentinel DEPART ADMINIS OFFICE 1900 KA BLDG 5	d Description: One Ranger Pro, or ed TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	qual, for 20,000 devices - YR	2 SHIP TO WV OFFIC TECHNOLO BLDG 5, 10	E OF OGY OTH FLOOR AWHA BLVD E	Nia RFP 7.4	
Extender Sentinel DEPART ADMINIS OFFICE 1900 KA BLDG 5 CHARLE US	d Description: One Ranger Pro, or ed TO TMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR		2 SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST	E OF OGY OTH FLOOR AWHA BLVD E		Total Price
Extender Sentinel DEPART ADMINIS OFFICE 1900 KA BLDG 5 CHARLE	d Description: One Ranger Pro, or ed TO IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR ESTON Comm Ln Desc		2 SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US	E OF OGY OTH FLOOR AWHA BLVD E TON	WV	Total Price \$15,093.90
Extender SentinelC DEPART ADMINIS OFFICE 1900 KA BLDG 5 CHARLE US Line	d Description: One Ranger Pro, or ed TO IMENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR ESTON Comm Ln Desc SentinelOne Rang devices - YR2		2 SHIP TO WV OFFIC TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US Qty	E OF OGY DTH FLOOR AWHA BLVD E TON Unit Issue EA	WV Unit Price	

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR2

INVOICE	то		SHIP TO			
ADMINIS OFFICE 1900 KAI	MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR					
CHARLE US		WV	CHARLEST US	ΓΟΝ	WV	
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
5	SentinelOne Rang devices - YR3	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm C	ode	Manufacturer	Specificatio	n	Model #	
4323000	0		C	Quote: West Virgir	nia RFP 8.4	
INVOICE		qual, for 20,000 devices - YR	SHIP TO			
ADMINIS OFFICE 1900 KAI	MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR			-		
ADMINIS OFFICE 1900 KAI	STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	WV	TECHNOLO BLDG 5, 10	ogy oth floor wha blvd e	WV	
ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE	STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	WV	TECHNOLO BLDG 5, 10 1900 KANA CHARLEST	ogy oth floor wha blvd e	WV Unit Price	Total Price
ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US	STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc	WV er Pro, or equal, for 1,000	TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US	DGY DTH FLOOR WHA BLVD E FON		<b>Total Price</b> \$15,093.90
ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US Line	STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc SentinelOne Rang devices - YR3		TECHNOLO BLDG 5, 10 1900 KANA CHARLEST US Qty	DGY DTH FLOOR WHA BLVD E FON Unit Issue EA	Unit Price	

## Extended Description:

SentinelOne Ranger Pro, or equal, for 1,000 devices - YR3

INVOICE	ТО		SHIP TO			
	MENT OF		WV OFFIC	EOF		
	STRATION		TECHNOL			
OFFICE	OF TECHNOLOGY			0TH FLOOR		
	NAWHA BLVD E,		1900 KAN/	AWHA BLVD E		
	10TH FLOOR					
CHARLE	STON	WV	CHARLES	ION	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	<b>Total Price</b>
7	SentinelOne Range devices - YR4	er Pro, or equal, for 20,000	20000.00000	EA	\$10.00	\$201,093.90
Comm C	ode	Manufacturer	Specificatio	on	Model #	
4323000	0		C	Quote: West Virgini	a RFP 10.4	
	<b>d Description:</b> One Ranger Pro, or ec	ual, for 20,000 devices - YF	34			
	One Ranger Pro, or ec	ual, for 20,000 devices - YF	SHIP TO			
SentinelC INVOICE DEPART	Dne Ranger Pro, or ec TO MENT OF	ual, for 20,000 devices - YF	SHIP TO			
SentinelC INVOICE DEPART ADMINIS	Dne Ranger Pro, or ec TO MENT OF STRATION	jual, for 20,000 devices - YF	SHIP TO WV OFFIC TECHNOL	OGY		
SentinelC INVOICE DEPART ADMINIS OFFICE	Dne Ranger Pro, or ec TO MENT OF STRATION OF TECHNOLOGY	ual, for 20,000 devices - YF	WV OFFIC TECHNOL BLDG 5, 10	OGY 0TH FLOOR		
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI	Dne Ranger Pro, or ec TO MENT OF STRATION	ual, for 20,000 devices - YF	WV OFFIC TECHNOL BLDG 5, 10	OGY		
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5	Dne Ranger Pro, or ec TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR	jual, for 20,000 devices - YF	WV OFFIC TECHNOL BLDG 5, 10	OGY 0TH FLOOR AWHA BLVD E		
SentinelC DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE	Dne Ranger Pro, or ec TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR		WV OFFIC TECHNOL BLDG 5, 10 1900 KAN/	OGY 0TH FLOOR AWHA BLVD E	WV	
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US	Dne Ranger Pro, or ec TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR		SHIP TO WV OFFIC TECHNOL BLDG 5, 10 1900 KAN/ CHARLES	OGY 0TH FLOOR AWHA BLVD E	WV Unit Price	Total Price
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI	Dne Ranger Pro, or economic TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc		SHIP TO WV OFFIC TECHNOL BLDG 5, 10 1900 KAN/ CHARLES US	OGY 0TH FLOOR AWHA BLVD E TON		<b>Total Price</b> \$15,093.90
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US Line 8	Dne Ranger Pro, or ec TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc SentinelOne Range devices - YR4	 WV	SHIP TO WV OFFIC TECHNOL BLDG 5, 10 1900 KAN/ CHARLES US Qty	OGY 0TH FLOOR AWHA BLVD E TON Unit Issue EA	Unit Price	
SentinelC INVOICE DEPART ADMINIS OFFICE 1900 KAI BLDG 5 CHARLE US Line	Dne Ranger Pro, or ed TO MENT OF STRATION OF TECHNOLOGY NAWHA BLVD E, 10TH FLOOR STON Comm Ln Desc SentinelOne Range devices - YR4 Sode	WV er Pro, or equal, for 1,000	SHIP TO WV OFFIC TECHNOL BLDG 5, 10 1900 KAN/ CHARLES US Qty 1000.00000 Specificatio	OGY 0TH FLOOR AWHA BLVD E TON Unit Issue EA	Unit Price \$14.00 Model #	

## SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Technical Questions due by September 21, 2022 at 10:00 AM ET	2022-09-21

**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) Darrius Osborne

(Address) One Dell Way, Round Rock, Texas 78682

(Phone Number) / (Fax Number) <u>512-513-8757</u>

(email address) Darrius Osborne@Dell.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wv*OASIS, 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.

This certification is specifically acknowledged to the Vendor's exceptions as stated herein.

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.

Dell Marketing L.P.

(Company)

(Signature of Authorized Representative) <u>Michelle Chaney - Proposal Manager 10/4/2022</u> (Printed Name and Title of Authorized Representative) (Date) Ph: 512-647-6793 Fax: N/A (Phone Number) (Fax Number) Michelle.Chaney@Dell.com

(Email Address)

- **7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 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.
- 7.5 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.

# 8. VENDOR DEFAULT:

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

- **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- **8.1.2** Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **8.1.4** Failure to remedy deficient performance upon request.

- **8.2** The following remedies shall be available to Agency upon default.
  - **8.2.1** Immediate cancellation of the Contract.
  - **8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - **8.2.3** Any other remedies available in law or equity.

# 9. MISCELLANEOUS:

- **9.1** 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.
- **9.2 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.
- **9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- **9.4 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: Cristian Perez	-
Telephone Number:   512-723-4262	
Fax Number: <u>N/A</u>	
Email Address:	

# **Proposal Legal Notes**

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

# **Terms & Conditions**

This proposal will remain valid for 30 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the SentinelOne Ranger Pro, or Equal (OT23027) / CRFQ 0210 ISC230000002 terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer.

If the SentinelOne Ranger Pro, or Equal (OT23027) / CRFQ 0210 ISC230000002 allows customer the discretion to reject a bid that takes exceptions to the SentinelOne Ranger Pro, or Equal (OT23027) / CRFQ 0210 ISC2300000002 terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

### Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

# **D**CLTechnologies

# Cost Proposal for West Virginia Department of Administration

RFP for SentinelOne Ranger Pro, or Equal (OT23027)

Proposal Due: October 4, 2022 at 1:30PM EST



Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

<b>Quote No.</b> <b>Total</b> Customer #	West Virginia RFP 9.4 15,093.90 530011397497	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Quoted On	Oct. 4, 2022		
Expires By	Nov. 3, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

Shipping To WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T1,1Y,NA	1,000	\$14.00	\$14,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$15,093.90



One Dell Way Round Rock, TX 78682 USA www.dell.com

Jessica L. Hovanec, Senior Buyer West Virginia Department of Administration 2019 Washington St. E Charleston, WV 25305

Dear Ms. Hovanec,

Thank you for this opportunity to submit a proposal for West Virginia Department of Administration's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for West Virginia Department of Administration has been designed to meet your needs in the most cost-effective way without compromising on quality, service, or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow West Virginia Department of Administration to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction.
- System Consultants to provide a seamless deployment experience.
- Technical Sales Representatives to facilitate order management.
- Customer Service Representatives to provide post-sale support.

Should you have any questions regarding this response, please contact your dedicated Account Executive Lori Caldwell at 304-541-3400 or online at Lori.Caldwell@Dell.com.

We look forward to working with you.

Sincerely,

Michelle Chaney Proposal Manager

# **Table of Contents**

Dell Proposed Pricing	4
Dell Quotations	4
Pricing Notes	13
Pricing Terms and Conditions	15

# **Dell Proposed Pricing**

Dell has provided pricing should West Virginia want to renew years 2-4, it would be same cost as year 1. Additionally, a Multi-year discount has been provided for the 4-year quote if so-chosen, (Quotes RFP 2.4 and 4.4). Dell ProSupport for Software is provided each year.

# **Dell Quotations**

Quotations can be found following this page.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No. Total Customer # Quoted On	West Virginia RFP 1.4 15,093.90 530011397497 Sep. 29, 2022	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Expires By	Oct. 29, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

Shipping To WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T1,1Y,NA	1,000	\$14.00	\$14,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$15,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No. Total Customer # Quoted On	West Virginia RFP 2.4 51,938.00 530011397497 Sep. 29, 2022	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Expires By	Oct. 29, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	48	CBLK,EPSTD,T1,4Y,NA	1,000	\$48.00	\$48,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	48	CBLK, WRKLDS, ADV W	2	\$1,969.00	\$3,938.00
Total					\$51,938.00

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No. Total Customer # Quoted On	West Virginia RFP 3.4 201,093.90 530011397497 Sep. 30, 2022	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Expires By	Oct. 30, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T2,1Y,NA	20,000	\$10.00	\$200,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$201,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No. Total Customer # Quoted On	West Virginia RFP 4.4 723,938.00 530011397497 Sep. 29, 2022	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Expires By	Oct. 29, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	48	CBLK,EPSTD,T4,4Y,NA	20,000	\$36.00	\$720,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	48	CBLK, WRKLDS, ADV W	2	\$1,969.00	\$3,938.00
Total					\$723,938.00

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

<b>Quote No.</b> <b>Total</b> Customer #	West Virginia RFP 5.4 15,093.90 530011397497	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Quoted On	Oct. 3, 2022		
Expires By	Nov. 2, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

Shipping To WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T1,1Y,NA	1,000	\$14.00	\$14,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$15,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No.	West Virginia RFP 6.4	Sales Rep	Amber Zelhart
Total	15,093.90	Phone	737-808-1961
Customer #	530011397497	Email	Amber_Zelhart@Dell.com
Quoted On	Oct. 3, 2022		
Expires By	Nov. 2, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

Shipping To WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T1,1Y,NA	1,000	\$14.00	\$14,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$15,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No.	West Virginia RFP 7.4	Sales Rep	Amber Zelhart
Total	201,093.90	Phone	737-808-1961
Customer #	530011397497	Email	Amber_Zelhart@Dell.com
Quoted On	Oct. 3, 2022		
Expires By	Nov. 2, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T2,1Y,NA	20,000	\$10.00	\$200,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$201,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No.	West Virginia RFP 8.4	Sales Rep	Amber Zelhart
Total	201,093.90	Phone	737-808-1961
Customer #	530011397497	Email	Amber_Zelhart@Dell.com
Quoted On	Oct. 3, 2022		
Expires By	Nov. 2, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T2,1Y,NA	20,000	\$10.00	\$200,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$201,093.90

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

Quote No. Total Customer # Quoted On	West Virginia RFP 10.4 201,093.90 530011397497 Oct. 4, 2022	Sales Rep Phone Email	Amber Zelhart 737-808-1961 Amber_Zelhart@Dell.com
Expires By	Nov. 3, 2022	Billing To	WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646

#### **Shipping Group**

#### **Shipping To**

WV STATE OFFICE OF PROCUREMENT 5145 WASHINGTON ST W CHARLESTON WV 25313-1541 US 1 (304) 766-2646 Shipping Method Standard Free

Product	Term/Months	Mfg Part No.	Qty	Unit Price	Subtotal
VMware Carbon Black- Endpoint Protection Standard, w/Prc	12	CBLK,EPSTD,T2,1Y,NA	20,000	\$10.00	\$200,000.00
VMware Carbon Black Workloads Advanced NGAV B-EDR (U	12	CBLK, WRKLDS, ADV W	2	\$546.95	\$1,093.90
Total					\$201,093.90

# **Pricing Notes**

Dell maintains a Retail Price list online located at: <u>http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf</u>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution, and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line state stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may change in case of a general increase of the cost of manufacturing or logistics, such as industry-wide shortages of components or materials or other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued. Dell Technologies reserves the right to re-negotiate pricing.

# **Pricing Terms and Conditions**

If this purchase is for your internal use and you do not have a separate agreement between you and Dell that specifically applies to this order, your order will be subject to and governed by Dell's Commercial Terms of Sale, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy at www.dell.com/returnpolicy#total. Please note in particular that Dell EqualLogic-branded products, Dell Compellent-branded products, Dell/EMC- and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. If this purchase is intended for resale and you do not have a separate agreement between you and Dell that specifically applies to this order, your order will be subject to and governed by Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (or Reseller Terms of Sale), which can be found at www.dell.com/resellerterms. If your order includes services, then such services are subject to and governed by the applicable service descriptions and terms located at www.dell.com/servicecontracts. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms. The foregoing applicable online terms are hereby incorporated by reference and available in hardcopy from Dell. You acknowledge having read, and agree to be bound by, such online terms.

This proposal (and information contained herein) is valid for U.S. customers and U.S. addresses only, and is subject to change. Dell reserves the right to cancel proposals, quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on "Ship To" address, and for software downloads

5

is based on "Bill To" address. Please indicate any tax-exempt status on your purchase order, and fax your exemption certificate, including your customer number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to <u>Tax Department@dell.com</u>.

For certain products shipped to end-users in California, a <u>State Environmental Fee</u> will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly. For information on Dell's Asset Recovery and Recycling Services please visit our website at <u>www.dell.com/assetrecovery</u>.

Dell maintains a Retail Price list online located at: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf

The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution, and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line state stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.