



Proposal for the State of West Virginia Department of
Administration Purchasing Division

CRFP#: 0947 ERP2400000002

Identity Management Single Sign-On Solution

Cost Proposal Response

Proposal Due: April 4, 2024

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WV PURCHASING
DIVISION



Detailed Pricing

Please see the following page for Dell's Cost Proposal.

Exhibit A - Pricing Page				
Identity Management Single Sign-On Solution Licensing				
	Description	Unit Price	Quantity	Extended Price (Annual Price)
Year 1	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$7,252.11	12	\$87,025.32
Year 2	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$7,252.11	12	\$87,025.32
Year 3	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$7,252.11	12	\$87,025.32
Optional Year 4	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$7,900.00	12	\$94,800.00
Optional Year 5	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$8,700.00	12	\$104,400.00
Optional Year 6	SAAS Software License - Pricing to reference both unique and total logins for the calendar year 2023 as attached. This is not referencing named or assigned user accounts. Average of 24,000 Unique Logins per month(**)	\$9,580.00	12	\$114,960.00
	Additional Unique Logins by User (per month)(**)	\$5.76	1,000	\$5,760.00
	SAAS Monthly Support (If necessary)		12	\$0.00
Subtotal (Section A) Licensing				\$580,995.96

Support and Implementation Services						
	Title	Estimated Quantity (Onsite)	Onsite Hourly Rate(***)	Estimated Quantity (Offsite)	Offsite Hourly Rate	Extended Price
	Services and Support to include Data Conversion	40	\$329.03	80	\$329.03	\$39,483.60
Subtotal (Section B) Support and Implementation Services						\$39,483.60
TOTAL BID AMOUNT (Sum of Section A and B)						\$620,479.56
*All pricing includes travel charges. Quantities are estimates for evaluation purposes only						

ALTERNATE PRICING FOR ADDITIONAL EXTERNAL USERS				
	Description	Unit Price	Quantity	Extended Price (Annual Price)
Year 1	External Users (6,000)	\$1,902.67	12	\$22,832.04
Year 2	External Users (6,000)	\$1,902.67	12	\$22,832.04
Year 3	External Users (6,000)	\$1,902.67	12	\$22,832.04
Optional Year 4	External Users (6,000)	\$2,075.00	12	\$24,900.00
Optional Year 5	External Users (6,000)	\$2,285.00	12	\$27,420.00
Optional Year 6	External Users (6,000)	\$2,510.00	12	\$30,120.00
Subtotal (Section A) Licensing				\$150,936.12

NOTES: (**)(***)

We appreciate the opportunity to clarify certain aspects of our licensing model. We need to clarify that our Monthly Active User licensing model is strictly reserved for Customer Identity & Access Management (CIAM). There are no internal or external variations of this model; it's specifically for unique monthly active users from a CIAM perspective, whether they are B2C or B2B users.

(**)

(***)

SaaS Solution, travel non-applicable

Now, regarding workforce licensing, for this RFP which involves a blend of workforce, partners, or citizens, we have provided pricing based on licensing 24,000 internal users as internal workforce. However, we do offer external licensing for workforce users (citizens and vendors) at a discounted rate which we have provided for a quantity of 6,000 external users in the alternate pricing lines above. Rest assured we will work with you to ensure the licensing covers your requirements but we cannot provide CIAM licensing for this requirement. For your convenience below you will find license definitions for our OneLogin licensing:

WORKFORCE LICENSE DEFINITIONS:

Internal User: An Internal User is any full-time, part-time, contract employee, or contractor of Customer. Software licensed by this License Type may be used by one User on an individual computer, on a network storage device, or in a virtualized or shared environment (such as a Citrix server).

External User: An External User is any User that is not an Internal User or IDM User, such as business partners, service providers, and customers.

Customer identity and access management (CIAM) (Not Applicable to this requirement)

OneLogin Monthly Active User: OneLogin Monthly Active User measures the number of Active Users for a calendar month. An Active User is an identity in the Software directory that performs an action in the Software or performs an action on a third party service which triggers an activity in the Software. An Active User is only counted once during a calendar month.

Budgetary Proposal



Partner Name: Dell Technologies

Customer Name: WEST VIRGINIA ENTERPRISE RESOURCE PLANNING BOARD

Expiration Date: 05/04/2024

Close Date 4/30/2024 – net 45 terms

DFS Annual Terms	
Seller	Dell Technologies
Product Type	One Identity Software
Contract Type	Payment Agreement
Term Length	36 months
Payment Frequency	Annually
Quote Amount	\$329,572.08
Annual Payment Amount	\$109,857.36
Interest Rate	0%

Payment Dates	Annual Payments
06/15/2024	\$109,857.36
06/15/2025	\$109,857.36
06/15/2026	\$109,857.36

Terms and Conditions:

1. DFS Payment Agreement must be signed and dated.
2. **PO signature required.**
3. Rates are quoted by Dell Financial Services L.L.C. and are valid in the U.S. only.
4. Rates are quoted assuming Annual Payments in Advance With no interim rent applicable.
5. Rates assume Monthly Consolidation of invoices with one schedule per month.
6. DFS has provided leasing capabilities and rates in this proposal. All terms are subject to credit approval and availability. This is a proposal only and not an offer of financing. The parties shall execute mutually acceptable documentation upon final agreement of terms.
7. Sample Payment Agreement has been included for the State's review.

Payment Agreement - PUBLIC

Contract Number xxx-xxxxxx-xxx

PAYMENT AGREEMENT – PUBLICCustomer:
Address:Billing Contact:
Billing Address:**Software Licensor:** [SW Licensor]**Vendor:** [Name of reseller/seller]**Products:** Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("Agreement")

This Payment Agreement ("PA") is made effective as of [DATE] between the Customer named above ("Customer") and Dell Financial Services L.L.C. ("Payee") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of "Products" including as applicable, certain equipment, software licenses ("Licensed Software"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("Fees"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("Payment Amounts") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of \$ [AMOUNT FUNDING TO VENDOR(s)] for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("Payment Schedule") below, with each Payment Amount due and payable on the date indicated ("Due Date"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. OBLIGATIONS ABSOLUTE: For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make

Payment Agreement - PUBLIC

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any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. **DEFAULT, RIGHTS AND REMEDIES:** In the event (a) Customer fails to pay, when due, any Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a "**Default**"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and Services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. **FUNDING INTENT:** Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer's obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. **NON-APPROPRIATION OF FUNDS:** Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer's obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. **ESSENTIAL USE:** Customer represents that the use of the Products is essential to Customer's proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority.

9. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary's or clerk's certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

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10. CHOICE OF LAW: This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties' consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.**

11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Payee:	Dell Financial Services L.L.C.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

- (a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
- (b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
- (c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.

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Exhibit A
Payment Schedule

[ADD AMORTIZATION TABLE HERE]

Pricing Notes

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.

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.

For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

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 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 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 Tax_Department@dell.com.

For certain products shipped to end-users in California, a [State Environmental Fee](#) 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 www.dell.com/assetrecovery.

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.