

MA 18P 18100100000000000040
MODIFICATION

State of Maine

10/2/18



Master Agreement

Effective Date: 07/11/18

Expiration Date: 10/07/23

Master Agreement Description: Pulse Secure Appliance, Support & Licenses

Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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Issuer Information

JOAN BOLDUC	207-624-9904	ext.	JOAN.BOLDUC@MAINE.GOV
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Requestor Information

Stephen Pooler	207-624-8816	ext.	stephen.g.pooler@maine.gov
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Agreement Reporting Categories

Reason For Modification: taking amount out

Authorized Departments

18B	BUREAU OF INFORMATION SERVICES
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Vendor Information

Vendor Line #: 1

Vendor ID

VC0000205733

Vendor Name

OPTIV SECURITY INC

Alias/DBA

Vendor Address Information

1125 17TH STREET STE 1700

DENVER, CO 80202

US

Vendor Contact Information

CAMBRA.WHITESEL@OPTIV.COM

303-298-0600 ext.

PURCHASING.OPERATIONS@OPTIV.COM

Commodity Information

Vendor Line #: 1

Vendor Name: OPTIV SECURITY INC

Commodity Line #: 1

Commodity Code: 20429

Commodity Description: Data/File Security Hardware/Software, to Include Encryption

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA
Product Code
OPTIV-PAR-PSPLN-
10KU-5YR
Serial Number
IB #31-1651026
Product Description
Five Year Pulse Platinum Support 10KU License.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	07/11/18	07/10/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

<hr/>	
Signature	Date
Jaime C. Schorr, Chief Procurement Officer	

Vendor

<hr/>	
Signature	Date

<hr/>	
Print Representative Name and Title	

Appendix B

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

DETAILED SPECIFICATIONS

RFQ # 18B 18091700000000000089

Pulse Secure Appliance, Support & Licenses

Equivalent items may be bid; however, all equivalent item bids **MUST** include documentation to prove equivalency. The final decision on equivalency will be determined by the requesting Department.

The State of Maine, Office of Information Technology (OIT), has chosen Pulse Secure as its Remote Access and Mobility solution for the access to and protection of the State of Maine's distributed voice and data network infrastructure. OIT uses Pulse Secure Appliances and has built its remote access service procedures around this line of products.

The purpose of this Request for Quotes is to select a vendor to supply Pulse Secure appliances, software licenses, maintenance and support, consulting and training for a period of five (5) years. The State is soliciting quotes to get best equipment and support prices, using global discount level pricing, for Pulse Secure products. Responding Bidders must be a Pulse Secure Premier Partner and participate in the Pulse Partner Branded Support (PAR) program. The winning Bidder will serve as help desk for problem tickets, solving issues, and may escalate issues as needed to Pulse for resolution. The State of Maine will contact the winning Bidder, not Pulse Secure, for support. A vendor who only resells Pulse Secure products and does not provide Pulse Secure subject matter expert troubleshooting (PAR) service and consulting will not be considered. The State of Maine does not seek and will not consider proposals offering other equipment and services.

Vendor staff may come into contact with confidential information whether in paper, on worker screens or equipment logs, etc. Vendor and vendor personnel shall not disclose such information.

Terms:

- Bidder must be a Pulse Secure Premier Partner and participate in Pulse Partner Branded Support;
- Bidder must provide a certificate/proof that they are a Pulse Secure Premier Partner and Partner Branded Support;
- The State reserves the right to use the NASPO Value Point Participating Agreement if one is initiated in the future and pricing is better through that channel;
- Equipment or parts to be delivered within 14 business days from the receipt of an order;
- All shipping and handling costs for delivery to Augusta, Maine must be included at no additional cost;
- Payment for equipment, parts, etc. after delivery of service/items to the State per standard terms;

- All equipment purchases, consulting and training costs will be paid for at time of delivery. Maintenance and support fees will be paid annually, e.g., five (5) annual payments at the beginning of each service year for a five (5) year support plan;
- Award will be in the form of a Master Agreement and the contract will be for five (5) years.

Bid Cost Format

- (1) Bidder must specify their global discount as a percentage off manufacturer's suggested retail price; (MSRP) for Pulse Secure complete line of equipment and support
- (2) Bidder must complete tables A, B, C below and submit with the bid response;
- (3) Bidder must provide a quote consistent with the chart;
- (4) Bidder shall provide proof of being a Pulse Secure Premier Partner and Partner Branded Support;
- (5) Bidder shall outline:
 - a. How their support/help desk operates for Pulse Partner Branded Support
 - b. What consulting services are available.
 - c. How they will provide training.

OIT has selected some of the more commonly installed products as a basis for evaluating the bids. OIT is not ordering this equipment now but, is selecting a vendor to supply equipment and support over five (5) years. OIT may order other Pulse Secure equipment not quoted below under the resulting Master Agreement based on its technical requirements.

Table A
Five (5) Year Renewal

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	TERM	Serial Number(s)	LIST PRICE	% DISCOUNT	DISCOUNTED PRICE
PAR-PS-PLN-10KU-5YR	Five Year Pulse Platinum Support 10KU License. Applicable to ConSec and PolSec Licenses *	1	7/11/2018 – 7/10/2023	IB #31-1651026	\$129,600.00	8%	\$119,232.00
PAR-WAR-PSA7000c-ND-5YR	Five Year Pulse NextDay Support for PSA7000c	1	7/11/2018 – 7/10/2023	IB #31-1659528 S/N: 0332042017100024	\$11,700.00	8%	\$10,764.00
PAR-WAR-PSA7000c-ND-5YR	Five Year Pulse NextDay Support for PSA7000c	1	7/11/2018 – 7/10/2023	IB #31-1659529 S/N: 0332042017100020	\$11,700.00	8%	\$10,764.00
PAR-WAR-PSA3000-ND-5YR	Five Year Pulse NextDay Support for PSA3000	1	7/11/2018 – 7/10/2023	IB #31-1659530 S/N: 0312072017100011	\$1,360.00	8%	\$1,251.20

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	TERM	Serial Number(s)	LIST PRICE	% DISCOUNT	DISCOUNTED PRICE
PAR-WAR-PSA3000-ND-5YR	Five Year Pulse NextDay Support for PSA3000	1	7/11/2018 – 7/10/2023	IB #31-1659531 S/N: 0312072017100045	\$1,360.00	8%	\$1,251.20
PAR-PS-PLN-MTG-H-5YR	Five Year Pulse Platinum Support for feature PSA-MTG & SA-MTG & MAG-MTG & ACCESS-MTG 251-1000U	1	7/11/2018 – 7/10/2023	IB #31-1651025	\$26,520.00	8%	\$24,398.40
PAR-PLN-LICENSE-MBR-5YR	Five Year Pulse Platinum Support for MAG4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, MAG and PSA	1	7/11/2018 – 7/10/2023	IB #31-1651027	\$6,032.00	8%	\$5,549.44
PAR-PLN-LICENSE-MBR-5YR	Five Year Pulse Platinum Support for MAG4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, MAG and PSA	1	7/11/2018 – 7/10/2023	IB #31-1651028	\$6,032.00	8%	\$5,549.44
PAR-PLN-LICENSE-MBR-5YR	Five Year Pulse Platinum Support for MAG4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, MAG and PSA	1	7/11/2018 – 7/10/2023	IB #31-1651029	\$6,032.00	8%	\$5,549.44
PAR-PLN-LICENSE-MBR-5YR	Five Year Pulse Platinum Support for MAG4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, MAG and PSA	1	7/11/2018 – 7/10/2023	IB #31-1651030	\$6,032.00	8%	\$5,549.44

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	TERM	Serial Number(s)	LIST PRICE	% DISCOUNT	DISCOUNTED PRICE
TOTAL PRICE					\$206,368.00	NA	\$189,858.56*
*Pulse-License Transfer-Fee							
Per Pulse Secure license agreement, a 1-time License Transfer & Reinstatement Fee to Transfer 10,000 licenses. Fee waived if payment for PSA 3000 and 5 year license renewal received by September 30, 2018				1 time			\$27,000.00

Table B
New License Server

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	LIST PRICE	% DISCOUNT	DISCOUNTED PRICE
PSA3000*	Pulse Secure: Appliance 3000 Base System*	1	\$3,000.00	52%	\$1,440.0
ACCESS-LICENSE-SVR	Pulse Secure: Enables enterprise access appliance as a license server	1	\$5,000.00	52%	\$2,400.00
PAR-WAR-PSA3000-ND-5YR	Five Year Pulse NextDay Support for PSA3000	1	\$1,360.00	8%	\$1,251.20
PAR-PLN-LICENSE-SVR-5YR	Five Year Pulse Platinum Support for ACCESS-LICENSE-SVR for MAG, SA, IC & PSA	1	\$8,632.00	8%	\$7,941.44
TOTAL PRICE			\$	NA	\$13,032.64*
*Pulse-License Transfer-Fee					
Per Pulse Secure license agreement, a 1-time License Transfer & Reinstatement Fee to Transfer 10,000 licenses. Fee waived if payment for PSA 3000 and 5 year license renewal received by September 30, 2018					\$27,000.00

Table C
Upgrade 4610s

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	LIST PRICE	% DISCOUNT	DISCOUNTED PRICE
PSA5000	Pulse Secure: Appliance 5000 Base System	2	\$8,000.00 x 2 = \$16,000.00	46%	\$8,640.00
PSA-LICENSE-MBR	Pulse Secure: Allow PSA appliances to participate in leased licensing	2	\$3,450.00 x 2 = \$6,900.00	46%	\$3,726.00
PAR-WAR-PSA5000-ND-5YR	Pulse Secure: Five Year Pulse NextDay Support for PSA5000	2	\$3,600.00 x 2 = \$7,200.00	8%	\$6,624.00
PAR-LICENSE-MBR- 5YR	Pulse Secure: Five Year Pulse Gold Support for MAG4610/ SM160/SA4500/SA4000/IC4500/IC4000/ All PSA LICENSE-MBR SA, IC, MAG and PSA	2	\$4,640.00 x 2 = \$9,280.00	8%	\$8,537.60
TOTAL PRICE			\$39,380.00	NA	\$27,527.60

Minimum Global Discount Percentage from List Price for Pulse Secure Equipment:	46%
Minimum Global Discount Percentage from List Price for Pulse Secure Maintenance and Support:	8%

The State will select the best value bid respondent based on the Total Discounted Price values of Bid Cost Tables (A); (B); and (C) and demonstrated mandatory compliance with the requirements outlined in the 'Bid Cost Format' items 1 to 5. A five (5) year Master Agreement will be established with the bidder – covering equipment, software, support, consulting, and training.

Pulse Secure Services Available from Optiv:

Optiv is a Premier Partner with Pulse Secure and the only Security Solutions Integrator providing frontline support for Pulse Secure customers. With over 250 full-time IT engineers operating at 3 US-based Security Operations Centers in Atlanta, Baltimore & Kansas City, Optiv provides unparalleled support. In addition to frontline support, Optiv staff can provide subject matter experts for consultation and training for the entire customer lifecycle from planning, implementation and operations. Full details are below.

- 1) For a description of how Optiv's support/help desk operates for Pulse Partner Branded Support, please consult the two manuals attached to the RFQ
 - i. Optiv MSS_Service Desc_Authorized_Support_2018_pdf
 - ii. Optiv MSS_Client Operations Manual_2018
- 2) What consulting services are available.
 - i. Over 1,500 consultants, subject matter experts and architects are available for a full range of consulting on any matter affecting the Pulse Secure solution.
- 3) How they will provide training.
 - i. The client will be onboarded as described in the Client Operations Manual.
 - ii. Ongoing training will be provided as needed, based on client requirements.

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM

RFQ # 18B 18091700000000000089

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

Maine Economic Impact

1. Fill in the amount stated on your company's most recent W-2 for:
 - Income taxes paid in Maine
 - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	Optiv, Inc.
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MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:	1,895	3
Payroll:		\$350,000.00

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	\$28,000.00
Property Taxes Paid (Local):	N/A
Wages to Maine Residents:	\$350,000.00
Payments to Maine Subcontractors Estimated:	N/A

Appendix E

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18B 18091700000000000089

Pulse Secure Appliance, Support & Licenses

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes, with conditions as follows:

☐ No

Name of Company:

Address:

Signature:

Date:

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BBM” shall refer to the State of Maine Bureau of Business Management.
 - d. The term “Division” shall refer to the State of Maine Division of Procurement Services.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable

specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

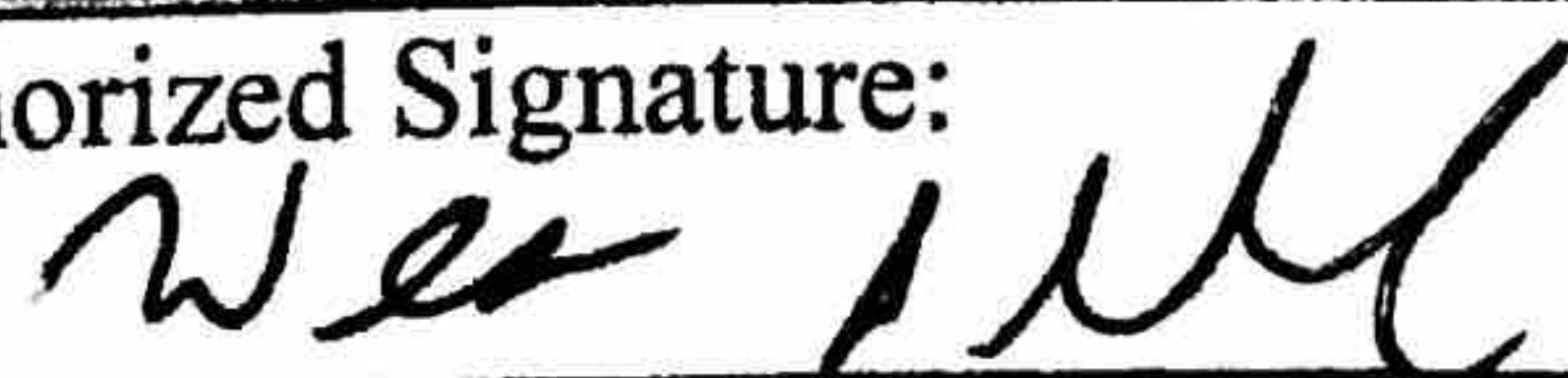
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Optiv, Inc.		
Chief Executive - Name/Title: Dan Burns, Chief Executive Officer		
Tel: (303) 298-0600	Fax: (303) 298-0868	E-mail: dan.burns@optiv.com
Headquarters Street Address: 1144 15 th Street. Suite 2900		
Headquarters City/State/Zip: Denver, CO 80202		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Wes Dillon, Client Manager		
Tel: (603) 205-4543	Fax: (303) 298-0868	E-mail: wes.dillon@optiv.com
Street Address: 230 Commerce Way, Suite 100		
City/State/Zip: Portsmouth, NH 03801		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Wes Dillon	Title: Client Manager
Authorized Signature: 	Date: 9/27/2018


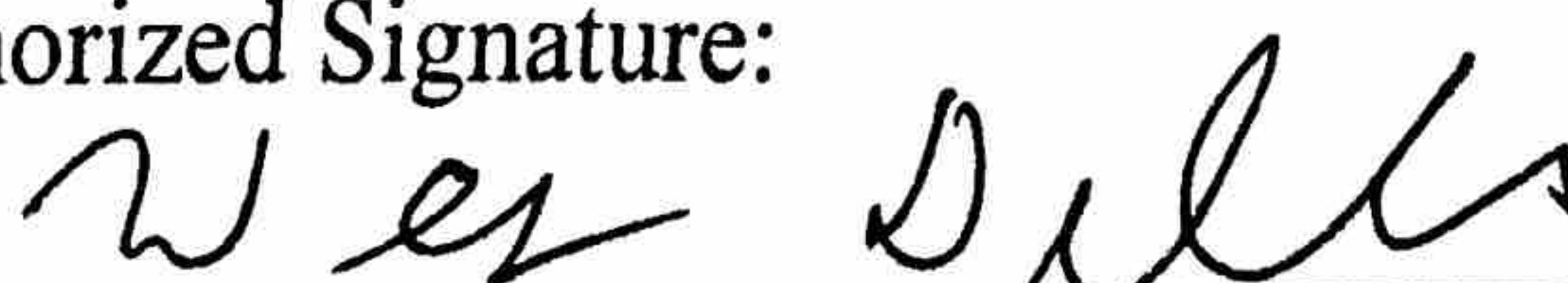
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Wes Dillon	Title: Client Manager
	
Authorized Signature: 	Date: 9/27/2018



Quote#: 923158-27
Payment Terms: Net 30
Tax ID: 43-1806449

Date: 10/1/2018
Expiration: 3/31/2019

To:
State of Maine
Stephen Pooler
51 Commerce Dr.
4th Fl - Inside Delivery
Augusta, ME 04333-0145
US
(207) 624-8816
stephen.g.pooler@maine.gov

From:
Wes Dillon
(603) 205-4543
wes.dillon@optiv.com

Inside Sales:
Angela Gates
(458) 210-6672
angela.gates@optiv.com

Remit Payment:
PO Box 28216 Network Place
Chicago, IL 60673-1282

Pulse Secure Renewal -Optiv Support 5 Year- PSA's only
PSA3000 New License Server
PSA5000 Replace 4610s

5-Year Renewal							
Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
1	Five Year Pulse Platinum Support 10KU License. Applicable to ConSec and PolSec Licenses ***	OPTIV-PAR-PS-PLN-10KU-5YR	2018-07-11 to 2023-07-10	IB #31-1651026	1	USD 119,232.00	USD 119,232.00
2	Five Year Pulse NextDay Support for PSA7000c	OPTIV-PAR-WAR-PSA7000C-ND-5YR	2018-07-11 to 2023-07-10	IB #31-1659528 S/N: 0332042017100024	1	USD 10,764.00	USD 10,764.00
3	Five Year Pulse NextDay Support for PSA7000c	OPTIV-PAR-WAR-PSA7000C-ND-5YR	2018-07-11 to 2023-07-10	IB #31-1659529 S/N: 0332042017100020	1	USD 10,764.00	USD 10,764.00
4	Five Year Pulse NextDay Support for PSA3000	OPTIV-PAR-WAR-PSA3000-ND-5YR	2018-07-11 to 2023-07-10	IB #31-1659530 S/N: 0312072017100011	1	USD 1,251.20	USD 1,251.20
5	Five Year Pulse NextDay Support for PSA3000	OPTIV-PAR-WAR-PSA3000-ND-5YR	2018-07-11 to 2023-07-10	IB #31-1659531 S/N: 0312072017100045	1	USD 1,251.20	USD 1,251.20

Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
6	Five Year Pulse Platinum Support for feature PSA-MTG & SA-MTG & MAG-MTG & ACCESS-MTG 251-1000U	OPTIV-PAR-PS-PLN-MTG-H-5YR	2018-07-11 to 2023-07-10	IB #31-1651025	1	USD 24,398.40	USD 24,398.40
7	Five Year Pulse Platinum Support for 4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, and PSA	OPTIV-PAR-PLN-LICENSE-MBR-5YR	2018-07-11 to 2023-07-10	IB #31-1651027	1	USD 5,549.44	USD 5,549.44
8	Five Year Pulse Platinum Support for 4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, and PSA	OPTIV-PAR-PLN-LICENSE-MBR-5YR	2018-07-11 to 2023-07-10	IB #31-1651028	1	USD 5,549.44	USD 5,549.44
9	Five Year Pulse Platinum Support for 4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, and PSA	OPTIV-PAR-PLN-LICENSE-MBR-5YR	2018-07-11 to 2023-07-10	IB #31-1651029	1	USD 5,549.44	USD 5,549.44
10	Five Year Pulse Platinum Support for 4610/SM160/SA4500/SA4000/IC4500/IC4000/All PSA LICENSE-MBR SA, IC, and PSA	OPTIV-PAR-PLN-LICENSE-MBR-5YR	2018-07-11 to 2023-07-10	IB #31-1651030	1	USD 5,549.44	USD 5,549.44
5-Year Renewal TOTAL:							USD 189,858.56

New License Server							
Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
11	Pulse Secure : Appliance 3000 Base System	PSA3000			1	USD 1,440.00	USD 1,440.00
12	Pulse Secure : Enables enterprise access appliance as a license server	ACCESS-LICENSE-SVR			1	USD 2,400.00	USD 2,400.00
13	Five Year Pulse NextDay Support for PSA3000	OPTIV-PAR-WAR-PSA3000-ND-5YR			1	USD 1,251.20	USD 1,251.20
14	Five Year Pulse Platinum Support for ACCESS-LICENSE-SVR for MAG, SA, IC & PSA	OPTIV-PAR-PLN-LICENSE-SVR-5YR			1	USD 7,941.44	USD 7,941.44
New License Server TOTAL:							USD 13,032.64

Upgrade 4610s							
Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
15	Pulse Secure : Appliance 5000 Base System	PSA5000			2	USD 4,320.00	USD 8,640.00
16	Pulse Secure : Allow PSA appliances to participate in leased licensing	PSA-LICENSE-MBR			2	USD 1,863.00	USD 3,726.00

Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
17	Pulse Secure : Five Year Pulse NextDay Support for PSA5000	OPTIV-PAR-WAR-PSA5000-ND-5YR			2	USD 3,312.00	USD 6,624.00
18	Pulse Secure : Five Year Pulse Gold Support for MAG4610/ SM160/SA4500/SA4000/IC4500/IC4000/ All PSA LICENSE-MBR SA, IC, MAG and PSA	OPTIV-PAR-LICENSE-MBR-5YR			2	USD 4,268.80	USD 8,537.60
Upgrade 4610s TOTAL:							USD 27,527.60

* The State of Maine will be Billed in Five Equal Annual Payments starting on July 10th, 2018 or Commencement Date. Payment Two - Anniversary Date 2019 Payment Three - Anniversary Date 2020, Payment Four - Anniversary Date 2021, Payment Five - Anniversary Date 2022.

Subtotal: USD 230,418.80
Estimated Tax: USD 0.00
Estimated Shipping: USD 35.66
Grand Total: **USD 230,454.46**

*****Pulse-License Transfer-Fee**

Per Pulse Secure license agreement, a 1-time License Transfer & Reinstatement Fee to Transfer 10,000 licenses. Fee waived if payment for PSA 3000 and 5 year license renewal received by October 2, 2018. (One-Time fee \$27,000)

5 Year Annual Payment Schedule

Year 1 \$59,048.56
Year 2 \$42,842.56
Year 3 \$42,842.56
Year 4 \$42,842.56
Year 5 \$42,842.56

Sales Quote Terms and Conditions

This sales quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this sales quote, are subject to, and will be governed by, the terms and conditions available at <http://www.optiv.com/agreements>