

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 05/01/15**Expiration Date:** 04/30/22**Master Agreement Description:** Check Point Equipment, Support & Maint.**Buyer Information**

Justin Franzose

207-624-7337 ext.

justin.franzose@maine.gov

**Issuer Information**

JOAN BOLDUC

207-624-9904 ext.

JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

David Johnson

207-624-9416 ext.

david.johnson@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC1000000999

**Vendor Name**

ZENSAR TECHNOLOGIES IM INC

**Alias/DBA****Vendor Address Information**

4 TECHNOLOGY DR

WESTBOROUGH, MA 01581-1756

US

**Vendor Contact Information**

Katherine Berberian

508-621-4522 ext. 4525

ordersim@zensar.com

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** ZENSAR TECHNOLOGIES IM INC

**Commodity Line #:** 1

**Commodity Code:** 20464

**Commodity Description:** Check Point Equipment

**Commodity Specifications:** Please see attachments.

**Commodity Extended Description:** All equipment procured through this agreement must be new manufacture and delivered within 10 business days from receipt of an order. All shipping and handling cost for delivery to Augusta, Maine must be included at no additional cost.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 05/01/15	<b>Service End Date</b> 04/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** ZENSAR TECHNOLOGIES IM INC

**Commodity Line #:** 2

**Commodity Code:** 20464

**Commodity Description:** Check Point Support & Maint.

**Commodity Specifications:** Please see attachments.

**Commodity Extended Description:** Support & Maintenance only

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b>	
<b>Contract Amount</b> \$255,121.00	<b>Service Start Date</b> 05/01/15	<b>Service End Date</b> 04/30/22
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Zensar Check Point Bid Response For State of Maine - Office of Information Technology  
Check Point Firewall Equipment and Support**

<u>Item</u>	<u>Check Point Part Number(s)</u>	<u>List Cost</u>	<u>Net Cost</u>	<u>Qty.</u>	<u>Ext. Cost</u>	<u>Discount Percentage</u>
Costs for 4 @ 4400 Next Generation Check Point Firewall Appliances specified in Example 1: Primary Appliance	CPAP-SG4400-NGFW	\$9,200.00	\$6,440.00	2	\$12,880.00	30%
Costs for 4 @ 4400 Next Generation Check Point Firewall Appliances specified in Example 1: HA Appliance	CPAP-SG4400-NGFW-HA	\$7,360.00	\$5,152.00	2	\$10,304.00	30%
Costs for 4 @ 4400 Next Generation Check Point Firewall Appliances specified in Example 1: 12-port Interface Card	CPAC-4-1C-INSTALL	\$2,500.00	\$1,750.00	4	\$7,000.00	30%
Cost of three years of maintenance for 4 @ 4400 Check Point Appliances in Example 2: Check Point Standard Support - For 4 Appliances and 4 Interface Cards listed above,	CPES-SS-STANDARD	\$15,163.20	\$13,495.25	1	\$13,495.25	11%
Cost of two additional years of Next Gen Firewall Blade Service for 4 @ 4400 Check Point Appliances - Years 2 & 3.	CPSB-NGFW-4400-2Y	\$4,590.00	\$4,085.10	4	\$16,340.40	11%
Cost of three years of maintenance for 4 @ 4400 Check Point Appliances in Example 2: Zensar Phone Support	ZEN-FW-PHONE-SUPT	\$2,156.00	\$2,091.32	1	\$2,091.32	3%
Cost of one day on-site Check Point Services in Example 3:	ZEN-SR-CONSULT-T&M-ONSITE	\$2,000.00	\$1,700.00	1	\$1,700.00	15%
Cost of one day off-site Check Point Services – Example 4:	ZEN-SR-CONSULT-T&M-OFFSITE	\$2,000.00	\$1,400.00	1	\$1,400.00	30%
<b>Total Cost of Above</b>	NA				\$65,210.97	NA

Vendor discount for all Check Point PRODUCTS 30%  
 (Note that Zensar and Check Point may offer a greater discount in some instances.)  
 Vendor discount for all Check Point MAINTENANCE on new purchases 11%  
 Vendor discount for all Check Point NGFW BLADE RENEWALS 11%  
 Vendor discount for Zensar Firewall Phone Support 3%  
 Vendor discount for Zensar Consulting Services (ONSITE) 15%  
 Vendor discount for Zensar Consulting Services (REMOTE) 30%

Award will be based on lowest cost for the total of table items above and qualifications below.

Is Vendor a Check Point Level-4 value added reseller? (yes or no) YES

Please check this link: <http://partners.us.checkpoint.com/partnerlocator/details.do?sapPartnerId=120762>

 ZenSar Technologies  
 4 Technology Drive  
 Westborough MA 01581  
 Phone: 18008188070X4508  
[network\\_security@akibia.com](mailto:network_security@akibia.com)  
[www.akibia.com/solutions/](http://www.akibia.com/solutions/)



Is Vendor located within 200 miles of Augusta, or have available Check Point Authorized System Engineer staff within 200 miles of Augusta, Maine, to respond within 4-hours if required? (yes or no) YES

**State of Maine  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BID COVER PAGE**

Bidder's Organization Name: Zensar Technologies		
Chief Executive - Name/Title: Vivek Gupta		
Tel: 508-621-5100	Fax: 508-621-5206	E-mail: v.gupta@zensar.com
Headquarters Street Address: 4 Technology Drive		
Headquarters City/State/Zip: Westborough, MA 01581		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Bruce Hutchinson		
Tel: 781-956-5530	Fax: 508-621-5206	E-mail: b.hutchinson@zensar.com
Street Address: 4 Technology Drive		
City/State/Zip: Westborough, MA 01581		

- 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.
- 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.
- 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.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

## 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: <i>Molly E. Albano</i>	Title: <i>legal counsel</i>
Authorized Signature: <i>Molly P. Albano</i>	Date: <i>4/8/2015</i>

**State of Maine  
 Department of Administrative and Financial Services  
 Bureau of General Services  
 Division of Purchases**

**ECONOMIC IMPACT FORM**

**RFQ # 18B 15040100000000000793  
 Check Point Equipment, Support & Maint.**

**Instructions (If bid is over \$100,000.00)**

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts "...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as through the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Bidder's response, the Bidder shall provide the information requested below, describing the Bidder's recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 12-month period	\$ 0
Payments made to Maine-based subcontractors in past 12-month period	\$ 0
Payments of State and local taxes in Maine within past 12-month period	\$ 0
Payments of State licensing fees in Maine within past 12-month period	\$ 0
Charitable contributions made to Maine-based not-for-profit organizations in past 12-month period	\$ 0
<b>Total Economic Impact Value</b>	\$ 0

For the table above, the following definitions are provided:

- "Maine resident": any person whose primary residence is located within the State of Maine.
- "Maine-based": any organization whose primary operations are located within the State of Maine.
- "Past 12-month period": the past 12-months, starting on the date that the RFP was publicly released.

**Certification Statement**

*To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.*

Name: <i>Molly E. Albano</i>	Title: <i>legal counsel</i>
Authorized Signature: <i>Molly E. Albano</i>	Date: <i>April 8, 2015</i>

## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

### 1. WARRANTY: Contractor warrants:

- a. That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended, and
- b. That all articles 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 1 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.

2. 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.

3. 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.

4. 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.

5. 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. 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 of work shall be made unless specified by the Division.

## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order 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.

7. **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.

8. **DEFAULT:** 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.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, 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.

9. **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).

10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

11. **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.

12. **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.



## GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, 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.

14. **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.

15. **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.

16. **MSDS:** 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.

17. **COMPETITION:** By accepting this Purchase Order, 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.