

NEW

State of Maine**Master Agreement****Effective Date:** 05/14/19**Expiration Date:** 05/13/23**Master Agreement Description:** Check Point Equipment, Support, Service, Training**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

Chad Perkins 207-624-8815 ext. chad.perkins

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, Support, Service, Training

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

0

Free on Board

Contract Amount

\$0.00

Service Start Date

05/14/19

Service End Date

05/13/23

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

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The State of Maine is soliciting bids for discount level pricing on Check Point Software Technologies security and reporting systems, software/hardware maintenance, managed services support, training and professional support services. A four (4) year Master Agreement to purchase Check Point security products and services will be implemented with the selected vendor and discount level pricing will apply to purchases made during the term of the agreement. Vendor proposals for alternate branded equipment or services will not be considered.

The Master Agreement awarded through this bid may be used by all agencies of the State of Maine. Political subdivisions (towns, counties) and other governmental units within Maine may participate in this agreement at the same prices, terms and conditions. Items furnished to these entities will be contracted for, billed directly to and paid for by the units. The State of Maine assumes no responsibility for those transactions.

Maine educational institutions, such as public-school districts, state universities, public colleges, etc. may purchase hardware, software and associated services under this agreement and may receive educational pricing discounts if qualified and offered. Items furnished to educational institutions will be billed directly to and paid for by the educational institutions and the State of Maine assumes no responsibility for those transactions.

The State expects to procure upgrades for existing appliances and/or new/replacement equipment over the next 4 years. These purchases consist of Check Point appliances, and/or their evolutionary replacements, with various features. Other Check Point equipment may be added as required. Professional or managed services purchased under this agreement will be related to planning, configuration, operation and troubleshooting of the Check Point security and reporting systems. Training will be related to the Check Point equipment/software through this agreement.

Represented list of equipment that is anticipated to be replaced over the next four (4) years:

- 3 x Smart-1 3050- 10 x 2200 appliances
- 4 x UTM-1/130
- 2 x 4200 appliances (Vendor/Partner)
- 2 x 4400 appliances (DPS)
- 2 x 13800 appliances

Other products that may be acquired over the next four (4) years:

- Orchestration switches
- Acceleration cards
- 3150 reporting appliances
- ATAM Check Point resources
- Check Point Premium Threat Prevention Monitoring subscription
- Diamond support
- Check Point Premium Pro Support
- Check Point professional services

All parts or 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. If Vendor does not conform to all

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specifications, the contract may be cancelled. The selected vendor shall ensure that the State of Maine has valid Check Point Support.

Responding vendors must be a Check Point 4-Star Channel Partner, a Certified Support Provider. It is required that the partner/provider have a physical office located within 200 miles of Augusta, Maine to respond within 4-hours on the delivery of consulting/advisory services if an emergency occurs. Vendor must be able to supply hardware, support services and consulting aid. Vendor must also be able to resell services from Check Point corporation resources.

Maintenance and Warranty

All qualifying equipment and software purchased through the Master Agreement resulting from this bid must include Check Point's one-year warranty at a minimum. As equipment reaches the end of the one-year warranty the State expects the vendor to co-terminate the equipment support service dates for all devices.

Bid Format

Vendors must specify their minimum discount as a percentage off list price for Check Point's complete line of equipment. Using their minimum discount level vendors must calculate the net cost for the representative procurements outlined below. The State does not guarantee these procurements but is using the representative procurements listed below to select the best valued vendor to be awarded future procurements over the 4-year life of the Master Agreement. The State may decide to purchase products not on the representative list, but expects the discount to apply to all Check Point products. As Check Point releases new equipment over the 4-year life of the agreement, the State will purchase the applicable latest version of the equipment to perform the operational role required for network functionality. Pricing discounts apply to all purchases of Check Point products, currently in existence and those yet to be announced over the 4-year term of the agreement.

- Example 1: Quantity Four (4) Check Point: Advanced appliance 3200 (with FW, VPN, ADNC, IA, MOB-5, IPS and APCL blades and required subscriptions for next generation threat prevention)
- Example 2: Three (3) Years Check Point Premium Pro Support for equipment from Example-1 (4 @ Check Point 3200 appliances) with any required subscriptions. Total duration is 4-years (initial purchase year + 3-additional years here)
- Example 3: One day (8 hours) of Check Point Authorized System Engineer Professional Consulting Services (supplied by a qualified vendor technician) on-site at 51 Commerce Drive, Augusta, ME 04333. For comparison purposes, exclude travel cost in quote. (See Travel in administrative notes below)
- Example 4: One day (8 hours) of Check Point Authorized System Engineer Professional Consulting Services (supplied by a qualified vendor technician from home offices, not on-site at Augusta, ME 04333).
- Example 5: Four weeks (twenty work-day, 160 hours) of Check Point Level-3 System Engineer Professional Consulting Service, on-site, 51 Commerce Drive, Augusta, Maine. See administrative notes below. Check Point System Engineer to be provided by Check Point and resold by bidder. For evaluation purposes, travel cost excluded.

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Vendors must complete and submit the table below with the questions completed.

<u>Item</u>	<u>Check Point SKU</u>	<u>List Cost</u>	<u>Net Cost</u>	<u>Minimum Discount Percentage</u>
Costs for 4 @ 3200 Check Point Firewall Appliances specified - Example 1:	CPAP-SG3200-NGTP (includes CPSB-NGTP-3200-1Y) and CPES-SS-PREMIUMPRO-ADD (Qty-4 for 1-year)	\$30,000.00	\$16,500.00	45%
		\$6,154.25	\$4,923.40	20%
Cost of three years of maintenance for 4 @ 3200 Check Point Appliances - Example 2:	CPSB-NGTP-3200-3Y and CPES-SS-PREMIUMPRO-ADD (Qty-4 for 3-year)	\$34,800.00	\$26,100.00	25%
		\$18,462.75	\$14,770.20	20%
Cost of one-day vendor on-site Check Point Services - Example 3:	AK-SI-SERVICES-PROJECT	\$2,000.00	\$1,560.00	22%
Cost of one-day off-site vendor Check Point Services – Example 4:	AK-SI-SERVICES-PROJECT	\$2,000.00	\$1,560.00	22%
Cost of 20 on-site work-day assignment, Check Point Level-3 professional services - Example 5:	CPTS-PRO-CON-MNTH	\$40,000.00	\$34,000.00	15%
Total Cost of Above	NA	\$133,417.00	\$99,413.60	NA

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

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

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

Does Vendor have certified Check Point professionals available for consulting on their staff (yes or no) YES

Can Vendor resell Check Point professional services supplied by Check Point versus vendor team? (yes or no) YES

Does Vendor agree with Administrative Conditions presented at bottom of document (yes or no) YES

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Vendor Checklist

- Complete Pricing Table; Total Cost of Above ‘green highlighted cost value’ is entered as vendors cost response in State of Maine Advantage procurement system.
- Respond to Check Point 4-Star question. Provide proof of 4-Star Channel Partner;
- Respond to distance question.
- Respond to Vendor Check Point certified question.
- Respond to Check Point professional service reselling question.
- Read Administrative Conditions below and confirm agreement.

Administrative Notes

1. The winning vendor will enter into a Master Agreement with the State of Maine for a term of four years.
2. All agreements for services initiated during the duration of this Contract and whose performance and payment time frames extend past the end date of the then-current term of the contract shall remain in effect for performance and payment purposes only, limited to the time frame and services established per each written agreement. No new agreements may be executed after the Contract has expired.
3. A finger print based background check may be required for staff providing professional services. Vendor staff may have to sign confidentiality and non-disclosure agreements.
4. Travel expenses to be negotiated with State at time of issuing work order. Guidelines are:
 - a. Travel per diem expenses are to be consistent with State of Maine travel policies per <http://www.maine.gov/osc/travel>. See per diem, mileage, etc.
 - b. No charge to the State of Maine for travel time.
 - c. Air Fare at standard tourist class rates, if applicable.
 - d. Rental car with permission only.
 - e. No charge to State for parking fees, etc. of personal auto.
5. Professional services consulting and equipment work may occur after standard 8a – 5p work hours due to operational needs or planned maintenance windows. All professional services to be invoiced at straight time. Professional services to be invoiced to the State after it is occurs/delivered on a monthly basis or as defined in the work order.
6. Award of this agreement does not preclude the State from contracting directly with Check Point for service.

Appendix D

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

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

RFQ # 18B 1904180000000000310

Check Point Equipment, Support, Service, Training

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?

 X Yes

 Yes, with conditions as follows:

 No

Name of Company:

Zensar Technologies IM, Inc.

Address:

4 Technology Drive, Westborough, MA 01581

Signature:

Harjott Atri

Date: April 18, 2019

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 “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - 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 of 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.