

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fortinet, Inc., 899 Kifer Road, Sunnyvale, CA 94086-5205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 2.

Supplier desires to contract with Sourcewell for Supplier's authorized resellers to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized resellers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier's authorized resellers may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Use of Supplier's products and warranty provisions are as specified in Supplier's then-current End User License Agreement located at:  
<https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf>.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier's authorized resellers must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier's authorized resellers as soon as possible and the Supplier's authorized resellers will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier's authorized resellers must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier's authorized resellers intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier's authorized resellers with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier's authorized resellers may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier's authorized resellers determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's authorized reseller's employees may be required to perform work at government-owned facilities, including schools. Supplier's authorized reseller's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier's authorized resellers that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier's authorized resellers. Typically, a Participating Entity will issue an order directly to Supplier's authorized resellers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier's authorized resellers performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's authorized resellers acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's authorized resellers, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier's authorized resellers. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier's authorized resellers may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier's authorized resellers in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.



C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and



promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person



employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.



F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Fortinet, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/9/2024 | 9:45 PM CST  
\_\_\_\_\_

DocuSigned by:  
*Samantha Symonds*  
FC62EA13749D416...  
By: \_\_\_\_\_  
Samantha Symonds  
Title: SVP Legal  
Date: 3/9/2024 | 7:16 PM PST  
\_\_\_\_\_

# RFP 121923 - Technology Products and Services with Related Solutions

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## Vendor Details

Company Name: Fortinet

Does your company conduct business under any other name? If yes, please state: Yes, Fortinet, Inc.; FTNT; Fortinet Federal; and/or Fortinet Federal Inc. (Please note Fortinet Federal is a division of Fortinet, Inc.)

Address: 899 Kifer Road  
Sunnyvale, California 94086

Contact: Jerilyn Bailey

Email: baileyj@fortinet.com

Phone: 850-728-6504

HST#: 77-0560389

## Submission Details

Created On: Tuesday October 31, 2023 11:40:53

Submitted On: Tuesday December 19, 2023 08:30:22

Submitted By: Jerilyn Bailey

Email: baileyj@fortinet.com

Transaction #: 30e5fc20-951b-43ca-bca7-21f1b5a58e16

Submitter's IP Address: 73.118.59.74

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fortinet, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Fortinet, FTNT, Fortinet Federal, Fortinet Federal Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6F0C1
5	Proposer Physical Address:	899 Kifer Road, Sunnyvale, California 94086-5205
6	Proposer website address (or addresses):	www.fortinet.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Whittle, Fortinet EVP Corporate Development and Chief Legal Officer, 899 Kifer Road, Sunnyvale, California 94086-5205, jwhittle@fortinet.com, 408-235-7700
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jerilyn Bailey, SLED Public Sector Senior Proposal Manager, 899 Kifer Road, Sunnyvale, California 94086-5205, baileyj@fortinet.com, 850-728-6504
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Lee, SLED Public Sector Contracts Manager, 899 Kifer Road, Sunnyvale, California 94086-5205, leea@fortinet.com, 757-705-6690

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>OVERVIEW:</b> Headquartered in Sunnyvale, California, Fortinet Inc. is a profitable and rapidly growing global company whose core competencies are cyber threat research; cybersecurity product development; and the design, implementation, and support of an open ecosystem of integrated cybersecurity solutions based on our extensive portfolio of proprietary products.</p> <p>Fortinet makes possible a digital world that you can always trust, this is why the world's largest enterprises, service providers, and government organizations choose Fortinet to securely accelerate their digital journey. Ranking #1 in the most security appliances shipped worldwide, more than 680,000 customers trust Fortinet to protect their businesses. Since its founding in 2000, for over 20 years, our security solutions are among the most deployed, most patented, and most validated in the industry.</p> <p><b>DIFFERENTIATORS:</b> Fortinet has been a driving force in the evolution of cybersecurity and the convergence of networking and security. Fortinet offers the most cost effective networking and cyber security solutions in the market by providing the best total cost per protected megabit of traffic as tested by independent sources such as NSS labs. Recognized as a leader by technology research firm Garter, Fortinet lowers total cost of ownership by integrating cyber security into all of our products and simplifying administration through near single-pane of glass management.</p>

With the added benefit of our integrated FortiGuard Services, Fortinet provides near real-time effectiveness to cyber threats by ensuring that all threats known and unknown can be identified and mitigated as close to the source and as quickly as possible. Fortinet products protect your entire digital attack surface more effectively, at lower total cost and can be managed more efficiently than any other product on the market today.

#### INNOVATION:

The Fortinet Security Fabric is at the heart of the Fortinet security strategy that delivers security without compromise to address the most critical security challenges, whether in networked, application, cloud, or mobile environments. It is a platform organically built around a common operating system and management framework to enable broad visibility, seamless integration and interoperability between critical security elements, and granular control and automation.

Fortinet is a true innovator and holds 1,295 patents globally which is more than the number of patents held by all other dedicated network security vendors combined. From the start, Fortinet has been driven to deliver broad, truly integrated, high-performance security across the IT infrastructure. Fortinet is the only security leader to develop and build custom security processing unit (SPU) technology that offers the best performance and value in the industry with Security Compute Ratings that are much higher than other vendors that offer software-oriented or CPU-driven approaches.

Each day the Fortinet FortiGuard Labs use one of the most effective and proven artificial intelligence (AI) and machine learning systems in the industry to process and analyze more than 100 billion events daily, and send actionable real-time threat intelligence to customers.

#### CERTIFICATION AND VALIDATION:

Since its inception, Fortinet has received more certifications to validate our solutions than any other network security vendor. These test results are proof that — in real world traffic and deployment scenarios — our products will beat the competition and perform as advertised.

The quality of our security functionality is certified and meets numerous government standards; such as FIPS 140-2, EAL2 and EAL4+, IPv6, ISO 900, ICSA Labs, NSS Labs, AV Comparatives, Virus Bulletin and others.

In addition, Fortinet is one of the most validated enterprise cybersecurity companies in the world ranked highly across multiple Gartner® Magic Quadrant™ reports and dozens of other analyst reports highlighting the broad application of the Fortinet Security Fabric.

#### FORTINET MISSION:

Securing people, devices, and data everywhere.

#### FORTINET VISION:

Making possible a digital world you can always trust.

#### FORTINET VALUES:

We are committed, hardworking and passionate about building the most successful cybersecurity company worldwide.

#### WE BELIEVE IN:

- Openness - Sharing knowledge collaboratively and transparently, with respect to thoughts and opinions.
- Diversity - building teams that include people from different backgrounds and experiences who can challenge each other's assumptions with fresh perspectives.
- Teamwork - Working collaboratively to build high morale and group commitment for solving complex challenges.
- Innovation - The development of original ideas, and finding new, better ways to deliver excellence.

11 What are your company's expectations in the event of an award?

Upon award Fortinet expects that our awarded Sourcewell contract will become our "go-to" contract for sales in Minnesota for our pre-sales teams and engineers. Fortinet will also strategically map out targeted accounts across the country where our awarded Sourcewell contract could be utilized to drive state, local, and education sales.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached is the Fortinet 2022 SEC Annual Report. Other Fortinet financial documents (SEC filings, Quarterly Earnings, Annual Reports, Stock Quotes etc.) can be found on the following website:  <a href="https://investor.fortinet.com/sec-filings?&amp;&amp;field_nir_sec_date_filed_value=&amp;&amp;items_per_page_toggle=1&amp;page=1">https://investor.fortinet.com/sec-filings?&amp;&amp;field_nir_sec_date_filed_value=&amp;&amp;items_per_page_toggle=1&amp;page=1</a>	*
13	What is your US market share for the solutions that you are proposing?	Fortinet holds 15.8% of the US market share for cyber security solutions and Fortinet has achieved a 24.5% year over year growth within this market for the last 3 years as well.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A - an awarded Sourcewell contract will be overseen by Fortinet US-SLED; a separate division of Fortinet covers the Canadian market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fortinet is a manufacturer who does not sell its products and services directly. Fortinet utilizes an established distribution channel that includes US-based resellers from across the country.  b.) - Fortinet's products and services are sold through its established distribution channel that includes US-based distributors and resellers across the country. Fortinet provides pre-sales guidance and account management to our customers, distributors, and resellers through strategically placed district pre-sales teams that are Fortinet employees. Individuals that work for our authorized distributors and resellers are not employees of Fortinet.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Fortinet partners (distributors and resellers) are required to obtain cybersecurity certification specific to their levels of Fortinet product expertise, from foundation to architect; our certification categories are Certified Expert, Certified Solution Specialist, Certified Professional, Certified Associate, Certified Fundamentals.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Fortinet has won the following industry awards:</p> <ul style="list-style-type: none"> <li>• 2022 Channel Award for Best Security Vendor.</li> <li>• 2021 Channel Award for Best Security Vendor.</li> <li>• 2020 Channel Award for Best Security Vendor.</li> <li>• 2020 Frost &amp; Sullivan Award for Network Security Company of the Year.</li> <li>• 2019Channel Award for Best Security Vendor.</li> <li>• 2019 IT Professional Award for Product of the Year.</li> <li>• 2019 Frost &amp; Sullivan Award for Network Security Company of the Year.</li> <li>• 2019 Network Innovation Award for Security Technology Services Leader.</li> <li>• 2018 CRN Tech Innovator Award for IoT Protection.</li> <li>• 2018 Network Innovation Award for Security Technology Services Leader.</li> </ul> <p>The Fortinet Training Institute has won the following awards:</p> <ul style="list-style-type: none"> <li>• 2023 Cybersecurity Excellence Gold Award for Best Cybersecurity Training Program and Security Awareness Program.</li> <li>• 2023 Global InfoSec Award for Best Cybersecurity Training and Cutting-Edge Security Awareness Training.</li> <li>• 2023 Cybersecurity Breakthrough Award for Best Security Awareness Training Platform.</li> <li>• 2022 Cybersecurity Excellence Silver Award for Best Security Training and Educational Program.</li> <li>• 2022 Cybersecurity Excellence Gold Award for Best Cybersecurity Training.</li> <li>• 2021 Cybersecurity Excellence Gold Award for Best Security Training and Educational Programs.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	33%
21	What percentage of your sales are to the education sector in the past three years	22%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>State Contracts Awarded Directly to Fortinet:</p> <ul style="list-style-type: none"> <li>• Georgia DOAS Statewide Information Technology, Contract Number: 99999-SPD-T20120501-0014A, Sales = \$2,266,365.72</li> <li>• Kentucky KETS Network Products and Services, Contract Number: MA-758-21000001007, Sales = \$918,728.82</li> <li>• North Carolina 204X IT Infrastructure Solutions, Contract Number: ITS-400277, Sales = \$4,268,411.62</li> <li>• New York OGS IT Umbrella Contract, Contract Number: PM68095, Sales = \$3,555,422.12</li> <li>• Oklahoma OSRHE Fortinet Product Line, Contract Number: C2020-2, Sales = \$2,062,375.44</li> <li>• Oregon OETC Networking, Contract Number: OETC-22B-Networking, Sales = \$736,557.24</li> </ul> <p>National Cooperative Contract Awarded Directly to Fortinet:</p> <ul style="list-style-type: none"> <li>• Equalis Group Cooperative Purchasing, Cybersecurity Products and Services, Contract Number: COG-2127C, Sales = \$954,722.95</li> <li>• NCPA/OMNIA Partners, IT Security and Data Protection Solutions, Contract Number: 01-154, Sales = \$23,643,991.10</li> <li>• PEPPM Purchasing Cooperative, California Cybersecurity Solutions and Services, Contract Number: 533902-066, Sales = \$12,696.67</li> <li>• PEPPM Purchasing Cooperative, Pennsylvania Cybersecurity Solutions and Services, Contract Number: 533902-065, Sales = \$1,100,000.00</li> <li>• The Interlocal Purchasing System (TIPS-USA), Technology Solutions, Products, and Services, Contract Number: 230105, Sales = \$52,000.00</li> </ul>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fortinet does not directly hold a GSA contract, however Fortinet products are available on GSA through one of our distributors (Carahsoft Technology Corp., GSA MAS 8F, Contract # 47QSWA18D008F).

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Waynesboro Area School District, Pennsylvania	Nicholas Erickson, Director of Technology (nicholas_erickson@wasdpa.org)	717-762-1191 Ext 1180	*
Rialto Unified School District, California	Raul Marciel, Director of Technology (rmaciel@rialtousd.org)	909-820-6863	*
Harvard University, Massachusetts	Eric Goodrich, Network Systems Administrator (eric_goodrich@harvard.edu)	617-384-8295	*
San Antonio Independent School District, Texas	Jeff Eagen, Information Security Manager (jeagen@saisd.net)	210-244-2900	
Kent State University, Ohio	Paul Albert, IT Director (palbert@kent.edu)	330-672-0386	

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
School District of Miami-Dade County	Education	Florida - FL	Cybersecurity solutions	\$1,000.00 to \$2,000,000.00	\$18,198,861.90	*
Clark County School District	Education	Nevada - NV	Cybersecurity solutions	\$1,000.00 to \$9,000,000.00	\$14,972,969.64	*
State of Washington	Government	Washington - WA	Cybersecurity solutions	\$1,000.00 to \$1,500,000.00	\$7,459,295.88	*
State of Illinois	Government	Illinois - IL	Cybersecurity solutions	\$1,000.00 to \$2,000,000.00	\$4,207,494.67	*
Greater Amsterdam Schools	Government	New York - NY	Cybersecurity solutions	\$1,000.00 to \$500,000.00	\$2,259,455.03	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and Fortinet provides pre-sales guidance and account management to our customers, distributors, and resellers through strategically placed district pre-sales teams.	*
27	Dealer network or other distribution methods.	Fortinet sells its products and services through its established distribution channel that includes US-based distributors and resellers across the country. Fortinet provides pre-sales guidance and account management to our customers, distributors, and resellers through strategically placed district sales teams.	*

28	Service force.	<p>FortiCare Support Services is per-device support services, and it provides customers access to over 1,800 experts to ensure efficient and effective operations and maintenance of their Fortinet capabilities. Global technical support is offered 24x7 with flexible add-ons, including enhanced service level agreements (SLAs) and premium hardware replacement through 200+ in-country depots.</p> <p>Our Advanced Support is account-based services, and provides high-touch account management and business guidance through designated resources to meet the needs of enterprises and service providers. Additionally, Enterprise Support Agreements (ESAs) are available to simplify consumption of the services.</p> <p>In addition, Fortinet collaborates with service providers to deliver managed security services to our customers. Our service providers leverage Fortinet solutions to deliver security-as-a-service to support our customers service needs.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Fortinet partners with US-based distributors and resellers across the country to sell its products and services. The Fortinet authorized resellers under an awarded contract will handle all orders under their own ordering process, however, all Fortinet partners have signed a FortiPartner Agreement. Under this agreement partner responsibilities, including warranty, delivery, returns, etc., are outlined and this agreement includes remedies should a partner fail to comply. Remedial action includes the cost of a new contract, the cost of warranty extension, and/or termination of its partner status. This method ensures that reseller processes regarding Fortinet products are held to the highest standards for our customers.</p> <p>The FortiPartner Agreement can be viewed here:  <a href="https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html">https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html</a></p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>FortiCare Support Services is per-device support services, and it provides customers access to over 1,800 experts to ensure efficient and effective operations and maintenance of their Fortinet capabilities. Global technical support is offered 24x7 with flexible add-ons, including enhanced service level agreements (SLAs) and premium hardware replacement.</p> <p>Fortinet Advanced Support is account-based services, and provides high-touch account management and business guidance through designated resources to meet the needs of enterprises and service providers. Additionally, Enterprise Support Agreements (ESAs) are available to simplify consumption of the services.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	If awarded a contract in response to this RFP, Fortinet's entire line of products and services will be available to any Sourcewell customers in all 50 states, the District of Columbia, and in US territories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	If awarded a contract in response to this RFP, Fortinet's entire line of products and services will be available to all Sourcewell customers, however the Fortinet distribution channel supporting this awarded contract are US-based and it would be the responsibility of the Canadian customer to identify one of our listed authorized resellers under the contract that can sell and deliver our products and services in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fortinet welcomes sales from any geographic area of the United States and Canada; however the Fortinet distribution channel supporting this awarded contract are mainland US-based and it is the responsibility of customers in Alaska, Hawaii, and Canada to identify one of our listed authorized resellers under the contract that can sell and deliver our products and services to their area.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	If awarded a contract in response to this RFP, Fortinet's entire line of products and services will be available to all Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	If awarded a contract in response to this RFP, Fortinet's entire line of products and services will be available to all Sourcewell customers, however the Fortinet distribution channel supporting this awarded contract are mainland US-based and it is the responsibility of customers in Alaska, Hawaii, and US Territories to identify one of our listed authorized resellers under the contract that can sell and deliver our products and services to their area.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Fortinet provides marketing on its products and services throughout the sales lifecycle. Fortinet's marketing strategy is geared towards nurturing our relationships with our customers and our partner to grow business, lock in brand loyalty, and foster partner advocacy for our solutions.</p> <p>Fortinet has created marketing materials specifically geared toward public sector customers and intends to market the Sourcewell contract in a multitude of ways to reach our intended audience.</p> <p>Fortinet also provides support on marketing efforts executed by our authorized resellers. While each reseller operates their own marketing program, Fortinet assists its authorized resellers by providing in depth information on its products and will also outline the value proposition of the Sourcewell contract.</p> <p>We will use each of the following avenues will to promote awareness of our Sourcewell contract:</p> <ul style="list-style-type: none"> <li>• Website advertisement and social media awareness campaigns.</li> <li>• General media exposure in various digital and print publications.</li> <li>• Pre-sales team trainings to inform them of the contract and teach them how to promote the contract to our customers.</li> <li>• Customer outreach activities from our sales team, within their respective areas of operation or vertical focus, to get our current customers acquainted with the Sourcewell contract.</li> <li>• Conference calls and webinars to inform and educate potential new customers on the value proposition of the Sourcewell contract.</li> <li>• Participation in advisory councils, sponsored regional events, and attendance at annual public sector tradeshows to promote Sourcewell contract awareness.</li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fortinet runs its own blog on our website where we post articles on topics within the following categories: Business & Technology, Industry Trends, Customer Stories and Threat Research. Fortinet customers and employees in the cybersecurity industry can subscribe to our blog to stay current on all of our topic posts and marketing initiatives. Fortinet also uses LinkedIn, Instagram, X (Twitter), and Facebook for social media marketing and attends major technology tradeshows across the country where we market our products and services through large booth participation.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Fortinet understands the importance of marketing Sourcewell contracts to public sector customers and during the life of the contract Fortinet will work with Sourcewell to create specific marketing materials for the Sourcewell contract that highlight the value proposition of buying Fortinet products and services through our Sourcewell contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fortinet does not have an e-procurement ordering process and Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel may have their own e-procurement ordering process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p><b>FORTINET'S FREE K-12 SECURITY AWARENESS AND TRAINING PROGRAM:</b>                  In July 2022, Fortinet participated in the White House National Cyber Workforce and Education Summit where Fortinet participated in important discussions around solutions to help address the significant challenge facing the cybersecurity industry in the United States. As a result of these discussions, Fortinet announced its commitment to expand its existing Information Security Awareness and Training program to make it available to all K-12 school districts and systems across the United States for FREE!</p> <p>Schools that take advantage of this free offering will be training their staff and faculty with skillsets and knowledge that could prevent them from falling victim to popular threat methods, such as social engineering attempts, reducing the likelihood of a security breach. Fortinet's Security Awareness and Training program was developed by the award-winning Fortinet Training Institute. With content incorporating threat intelligence insights from FortiGuard Labs, this training arms faculty and staff with the latest knowledge, guidance, and tips to make smarter choices when confronted by cyberattacks and other security risks.</p> <p>For more information on this program schools can visit our website at <a href="http://fortinet.com/K12trainingUS">http://fortinet.com/K12trainingUS</a>.</p> <p><b>FORTINET'S FREE GRANT SUPPORT PROGRAM:</b>                  Public sector organizations face unique challenges in defending against the constant changing cyber threats landscape and most public sector agencies lack adequate funding to purchase the protection resources they need. Federal and state grants can provide valuable funding to the public sector that initiates or expands security purchases they otherwise would not be able to.</p> <p>Through Fortinet's free Grant Support Program, Fortinet helps empower public sector customers to find and access grant funding to make their mission critical IT projects happen.</p> <p>Our Grant Support Program helps public sector agencies by:</p> <ul style="list-style-type: none"> <li>a. Providing comprehensive grants information for entities that are understaffed or lack experience with grant applications and don't know where to start.</li> <li>b. Identifying all available grant funding for technology-rich projects.</li> <li>c. Providing customized consultation services that help develop project ideas and even expand cybersecurity modernization initiatives.</li> </ul> <p>For more information on this program public entities can email us at: <a href="mailto:sled_capture@fortinet.com">sled_capture@fortinet.com</a>.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Fortinet has an elite cybersecurity threat intelligence and research organization called FortiGuard Labs that is comprised of expert threat hunters, researchers, analysts, engineers, and data scientists who utilize leading-edge machine learning (ML) and artificial intelligence (AI) technologies to provide Fortinet customers with the industry's best threat intelligence designed to protect them from malicious activity and sophisticated cyberattacks.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Fortinet is focused on reducing the environmental footprint of our customers by innovating highly efficient, integrated appliances and cloud-based security solutions. Years of dedicated innovation and the development of the industry's only security-focused processors have allowed Fortinet to integrate multiple security and networking functions into a single, energy-efficient platform. This has resulted in appliances that use less power, space, and cooling. In addition, Fortinet's family of proprietary secure processor units (SPUs) are built for power and efficiency.</p> <p>As a result, Fortinet produces the most energy-efficient appliances in the industry, helping our customers and partners reduce their environmental footprint. These advanced security solutions consume as much as 3X fewer resources than traditional appliances, helping lower the ecological impact of data centers, which consume around 2% of all energy worldwide.</p> <p>We have pledged to reduce our impact on climate change and have taken steps to mitigate our environmental footprint. From an operations standpoint, we are committed to driving an environmentally low impact business, including energy, air pollution, waste, and water, across our globally distributed offices, facilities, and data centers. This includes monitoring and managing our impact on the climate from owned operations and supply chains related to greenhouse gas emissions, energy efficiency, and renewable energy procurement; the ability to recover from and manage risks, such as the impact of more extreme weather events and natural disasters; and transition risks, such as the increasing cost of energy and customer expectations related to energy and emissions.</p> <p>Fortinet invests in renewable electricity and sustainable projects. All of Fortinet's owned facilities around the world run on 100% renewable electricity. Furthermore, Fortinet's recent headquarters expansion is a state-of-the-art 172,000-square-foot and LEED-Gold certified. This all electric, net-zero facility has implemented multiple energy efficiency measures including solar panels and radiant cooling, which uses 30% less energy than a standard building and conserves 76,800 gallons of water annually. Fortinet also incentivizes employees at its headquarters to reduce their environmental footprint by providing onsite solar-powered EV Charging Stations, preferred parking spaces for sustainable energy vehicles, and installed bike racks.</p> <p>Fortinet works with supply chain and logistics service providers committed to ensuring the application and enforcement of environmental policies aimed at reducing air emissions and pollutions by promoting the use of clean fuels, transportation network optimization, and investing in fuel-saving technologies. We have return merchandise authorization (RMA) depots in over 20 countries and central regional depots in North America, Europe, and Asia. These help us reduce transportation-related emissions by minimizing shipping distances and consolidating shipments, collecting defective products at centralized locations, performing local repairs, and recycling defective units in compliance with local regulations.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>When it comes to our products, environmental sustainability is a top priority at the design stage and throughout the entire product lifecycle. This includes product energy use and efficiency, the safety of material inputs required for proper product operations (e.g., chemicals, water), ease of reuse and recycling, and proper disposal at the end of life. All of our products comply with all globally recognized product environmental compliance directives and regulations. We are also working to eliminate PVC from Product Packaging. In addition, Fortinet requires its distributors and resellers worldwide to perform an environmentally friendly, WEEE-compliant collection of discarded products at no charge to the user.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Fortinet has over 300 US-based partners, and of those only around 18 are known to be WMBE or SBE certified, however recently Fortinet launched a Business Diversity Channel Partner Program where we intend to increase the number of diverse partners within our distribution network to create a large diverse pool of high performing channel partners, to assist our public sector customer's needs in meeting specific historically underutilized business (HUB) goals and regulations.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Fortinet offers the most cost effective networking and cyber security solutions in the market by lowering the total cost of ownership by building cyber security into all Fortinet products and simplifying administration through a near single-pane of glass management. With the added benefit of our products integrating with over 500 other product lines (i.e. AWS, Oracle, VMWare, MS Azure, Red Hat, Cisco, Palo Alto, CrowdStrike, etc.), Fortinet products protect your entire digital attack surface more effectively, at lower total cost and can be managed more efficiently than any other product on the market today.</p>	*



**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Fortinet has a EULA that includes our warranty terms; since Fortinet does not sell its products and services directly any additional warranties would be negotiated by the customer with the resellers.  Fortinet's EULA can be accessed on its website at: <a href="https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf">https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf</a>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Fortinet has a EULA that includes our warranty terms; since Fortinet does not sell its products and services directly any additional warranties would be negotiated by the customer with the resellers.  Fortinet's EULA can be accessed on its website at: <a href="https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf">https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf</a>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Fortinet has a EULA that includes our warranty terms; since Fortinet does not sell its products and services directly any additional warranty expenses would be negotiated by the customer with the resellers.  Fortinet's EULA can be accessed on its website at: <a href="https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf">https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf</a>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Fortinet has a EULA that includes our warranty terms; since Fortinet does not sell its products and services directly any additional warranty requirements would be negotiated by the customer with the resellers.  Fortinet's EULA can be accessed on its website at: <a href="https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf">https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf</a>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A-not applicable.
51	What are your proposed exchange and return programs and policies?	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel for this contract establish their own exchange and return processes.
52	Describe any service contract options for the items included in your proposal.	Fortinet offers enhanced service level agreements (SLA) and enterprise support agreements (ESAs).



**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Fortinet partners with US-based distributors and resellers across the country to sell its products and services. The Fortinet authorized resellers under an awarded contract will handle all orders under their own ordering process, however, all Fortinet partners have signed a FortiPartner Agreement. Under this agreement partner responsibilities, including warranty, delivery, returns, etc., are outlined and this agreement includes remedies should a partner fail to comply. Remedial action includes the cost of a new contract, the cost of warranty extension, and/or termination of its partner status. This method ensures that reseller processes regarding Fortinet products is held to the highest standards for our customers.</p> <p>The FortiPartner Agreement can be viewed here:  <a href="https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html">https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html</a></p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Fortinet partners with US-based distributors and resellers across the country to sell its products and services. The Fortinet authorized resellers under an awarded contract will handle all orders under their own ordering process, however, all Fortinet partners have signed a FortiPartner Agreement. Under this agreement partner responsibilities, including warranty, delivery, returns, etc., are outlined and this agreement includes remedies should a partner fail to comply. Remedial action includes the cost of a new contract, the cost of warranty extension, and/or termination of its partner status. This method ensures that reseller processes regarding Fortinet products is held to the highest standards for our customers.</p> <p>The FortiPartner Agreement can be viewed here:  <a href="https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html">https://partnerportal.fortinet.com/templates/terms/Agreement_2_26_19.html</a></p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own payment process.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own processes, that may or may not include leasing or financing. Customers would need to work with resellers to establish if this is possible.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own transaction documents.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own payment process.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fortinet is offering a discount structure off of our Manufacturer's Suggested Retail Price (MSRP) list. Our MSRP list is updated quarterly and the discounts proposed for the Sourcewell contract are the baseline discount a reseller can offer under this contract and these baseline discounts will remain the same over the life of the contract, and Sourcewell customers can negotiate deeper discounts on a project by project basis with resellers at any time.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fortinet offers Sourcewell the following baseline percentage discounts off of our MSRP list pricing:  Hardware (HW) - 20% Off Software (SW and SW-SUB) - 15% Off HaaS - 15% Off SaaS - 15% Off Service 12 Month Support - 15% Off Service 36-60 Month Support - 20% Off Training Services - 3% Off Professional Services - 3% Off	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Fortinet offers Sourcewell the following additional volume discounts off of our MSRP list pricing:  -For orders \$250K to \$499K – additional 2% off on each product category discount listed above. -For orders \$500K or Higher – additional 5% off of off each product category discount listed above.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All items provided under an awarded contract would be provided at a baseline discount percentage off of standard MSRP list pricing.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fortinet offers the following services (directly or indirectly) at these percentage discounts:  • Installation – 3% discount off of Standard Hourly Rate of \$450.00. • Consulting – 3% discount off of Standard Hourly Rate of \$450.00. • Deployment – 3% discount off of Standard Hourly Rate of \$450.00. • Network Operating Systems Engineering – 3% discount off of Standard Hourly Rate of \$450.00. • Software Upgrades and Data Migration – 3% discount off of Standard Hourly Rate of \$450.00. • Custom Training/Education – 3% discount off of Standard Hourly Rate of \$700.00.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own freight, shipping, and delivery process.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fortinet does not sell its products and services directly, instead Fortinet utilizes an established distribution channel and the resellers within the channel establish their own offshore delivery process.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fortinet utilizes an established distribution channel that leverages the logistics strength of TD Synnex, Ingram Micro, Carahsoft, and Exclusive Networks to distribute our unparalleled cybersecurity solutions to hundreds of highly-qualified information technology resellers across the U.S. Each of distributor's state-of-the-art logistics centers provide strategically located secure warehousing to deliver rapid access and quality inventory management. In addition, each one of the authorized resellers on our cooperative contracts are required to be a certified professional on Fortinet products and services.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All resellers authorized by Fortinet under an awarded contract from Sourcewell will be required to submit a monthly Sourcewell sales report to the Fortinet SLED Public Sector Contract Administrator, Amy Lee by the 5th business day after the end of each calendar month. Amy will audit each resellers individual report to verify that appropriate pricing and discounts have been applied and will obtain corrective action if needed. Amy will then combine all accurate reports into a single Sourcewell Contract Revenue Report that calculates the proper admin fee for Sourcewell and submits that report to the Fortinet financial office for payment to Sourcewell.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fortinet will track quarterly sales, geographic trends, and timeframes of deal closings to measure contract usage and determine growth opportunities across the country by pre-sales region.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	For a contract awarded in response to this RFP, Fortinet offers a 1.5% admin fee, with an incentive that the admin fee would go up to 2% if sales under the Sourcewell contract reaches 20 million within the first 3 years of the contract term.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

***Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."***

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Fortinet is offering Sourcewell the industry's most extensive open ecosystem of integrated solutions via the entire Fortinet catalog of products and services that includes:</p> <ul style="list-style-type: none"> <li>• FortiOS - The Heart of the Fortinet Security Fabric.</li> <li>• FortiCamera - Centrally-managed HDTV-quality security coverage reliability.</li> <li>• FortiFone - Robust IP Phones w/ HD Audio with centralized management.</li> </ul> <p>Security-Driven Networking:</p> <ul style="list-style-type: none"> <li>• FortiGate - NGFW w/ SOC acceleration and industry-leading secure SD-WAN.</li> <li>• FortiGate SD-WAN - Application-centric, scalable, and Secure SD-WAN with NGFW.</li> <li>• FortiExtender - Extend scalable and resilient LTE and LAN connectivity.</li> <li>• FortiAP - Protect LAN Edge deployments with wireless connectivity.</li> <li>• FortiSwitch - Deliver security, performance, and manageable access to data.</li> <li>• FortiSASE - Scalable, Simple, and Secure Access for Remote Workforce.</li> <li>• FortiProxy - Enforce internet compliance and granular application control.</li> <li>• Fortisolator - Maintain an "air-gap" between browser and web content.</li> </ul> <p>Cloud Security:</p> <ul style="list-style-type: none"> <li>• FortiGate VM - NGFW w/ SOC acceleration and industry-leading secure SD-WAN.</li> <li>• FortiDDoS - Machine-learning quickly inspects traffic at layers 3, 4, and 7.</li> <li>• FortiCWP - Manage risk and compliance through multi-cloud infrastructures.</li> <li>• FortiDevSec - Continuous application security testing in CI/CD pipelines.</li> <li>• FortiWeb - Prevent web application attacks against critical web assets.</li> <li>• FortiADC - Application-aware intelligence for distribution of application traffic.</li> <li>• FortiGSLB Cloud - Ensure business continuity during unexpected network downtime.</li> <li>• FortiMail - Secure mail gateway to protect against SPAM and virus attacks.</li> <li>• FortiCASB - Prevent misconfigurations of SaaS applications and meet compliance.</li> </ul> <p>Zero Trust Access</p> <ul style="list-style-type: none"> <li>• FortiNAC - Enforce dynamic network access control and network segmentation.</li> <li>• ZTNA Agent - Remote access, application access, and risk reduction.</li> <li>• FortiAuthenticator - Identify users wherever they are and enforce strong authentication.</li> <li>• FortiToken - One-time password application with push notification.</li> <li>• FortiClient Fabric Agent - IPsec and SSL VPN tunnel, endpoint telemetry and more.</li> <li>• FortiConnect - Simplified guest access, BYOD, and policy management.</li> </ul> <p>Fabric Management Center: NOC</p> <ul style="list-style-type: none"> <li>• FortiManager - Centralized management of your Fortinet security infrastructure.</li> <li>• FortiGate Cloud - SaaS w/ zero touch deployment, configuration, and management.</li> <li>• FortiMonitor - Analysis tool to provide NOC and SOC monitoring capabilities.</li> <li>• FortiExtender Cloud - Deploy, manage, and customize LTE internet access.</li> <li>• FNDN - Exclusive developer community for access to advanced tools &amp; scripts.</li> </ul> <p>Fabric Management Center: SOC</p> <ul style="list-style-type: none"> <li>• FortiDeceptor - Discover active attackers inside with decoy assets.</li> <li>• FortiNDR - Accelerate mitigation of evolving threats and threat investigation.</li> <li>• FortiEDR - Automated protection and orchestrated incident response.</li> <li>• FortiSandbox/FortiAI - Secure virtual runtime environment to expose unknown threats.</li> <li>• FortiAnalyzer - Correlation, reporting, and log management in Security Fabric.</li> <li>• FortiSIEM - Integrated security, performance, and availability monitoring.</li> <li>• FortiSOAR - Automated security operations, analytics, and response.</li> <li>• FortiTester - Network performance testing and breach attack simulation (BAS).</li> <li>• SOC as a Service - Continuous awareness and control of events, alerts, and threats.</li> <li>• Incident Response Service - Digital forensic analysis, response, containment, and guidance.</li> </ul> <p>FortiCare Support Services:</p> <ul style="list-style-type: none"> <li>• FortiCare Essentials</li> <li>• FortiCare Premium</li> <li>• FortiCare Elite</li> </ul> <p>In addition, Fortinet's broad open ecosystems allows us to integrate our products with over 500 other products like Microsoft Azure, Oracle, AWS, CISCO, VMware, IBM, Google, Oracle, Red Hat, Palo Alto, HP, and CrowdStrike.</p>
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73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Fortinet is offering a response under Category 2 (Security, Cloud, Network, and Data Services with Related Solutions) and Fortinet's catalog of products and services contains the following subcategories:</p> <p>Hardware (HW)  Software (SW and SW-SUB)  HaaS  SaaS  12 Month Support Services  36-60 Month Support Services  Training Services  Professional Services</p>
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**Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**Table 15B: Category 1 - Industry Specific Questions**

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	N/A-not applicable.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	N/A-not applicable.
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	N/A-not applicable.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	N/A-not applicable.

**Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**Table 16B: Category 2 - Industry Specific Questions**

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	Fortinet Universal Zero Trust Network Access (ZTNA) ensures secure access to applications hosted anywhere, whether users are working remotely or in the office. Our unique approach, delivering Universal ZTNA as part of our operating system, makes it uniquely scalable and flexible for both cloud-delivered or on-prem deployments, covering users whether they are in the office or remote. Our solution provides for a network of enforcement points, orchestrated by FortiClient EMS, that creates a low-latency architecture where we can apply security inspections on top of the ZTNA controls. For existing Fortinet customers, ZTNA is even easier to implement, as the ZTNA capabilities are not licensed but are incorporated into the operating system and available for use.



91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	<p>The NIST Cybersecurity Framework outlines all the ways data needs to be protected to create a more secure organization. In order to make sure assets are adequately protected from malicious actors and code, the framework makes use of the same procedure each time.</p> <p>Protecting your endpoints is crucial in the formation of any cybersecurity defense plan, including one outlined by NIST. Every endpoint that has or processes data is a potential target. This includes endpoints that use software securely hosted in the cloud. As the data is accessed by the application, a hacker inside the endpoint could take this as an opportunity to infiltrate an otherwise safe system.</p> <p>Fortinet meets and exceeds NIST standards by providing endpoint visibility throughout your network. Fortinet products work together by profiling each endpoint on your network on a continuous basis. This includes examining how the device itself is functioning, as well as the applications running on it. Abnormalities can be flagged and addressed, and the behavior of users can be monitored as well. When and how a user uses an endpoint can be analyzed to determine if abnormal—and potentially risky—behavior is happening and the corrective action can be taken.</p> <p>Fortinet products also automates the way guests are allowed to access the network. This enables guests to safely, easily, and quickly gain access to what they need, provided they have sufficient credentials and authority. Fortinet products can also manage Internet-of-Things (IoT) devices, which sometimes have more lax security measures, such as easy-to-guess passwords. While nothing replaces stringent security policies, Fortinet products can help reduce the risk inherent to an IoT architecture.</p> <p>Fortinet products can also discover the different devices that are on the network. If any suspicious changes arise, Fortinet products can make it easier for the IT team to respond quickly and effectively, helping organizations remain in line with NIST standards.</p>
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	<p>The quality of our Fortinet's security functionality is certified by ICSA Labs, NSS Labs, AV Comparatives, Virus Bulletin and others. We have also met numerous government standards, such as FIPS 140-2, Common Criteria EAL2 and EAL4+, as well as other important certifications for IPv6 and ISO 9001.</p> <p>In addition, Fortinet is one of the most validated enterprise cybersecurity companies in the world ranking in leadership positions across dozens of analyst reports highlighting the broad application of the Fortinet Security Fabric and Fortinet has been recognized on multiple Gartner® Magic Quadrant™ reports.</p>
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	<p>With Fortinet Cloud Security, public entities have the visibility, control, and protection they need to implement trusted cloud infrastructures that meet and exceed the requirements of the NIST Risk Management Framework. As organizations continue to drive towards digital acceleration, their application journeys sprawl across multiple clouds and virtual and physical data centers. The result is operational complexity, loss of visibility, and potential for misconfigurations, which lead to cybersecurity risks. Fortinet Cloud Security empowers organizations to achieve digital acceleration by securing any application on any cloud. Fortinet Cloud Security solutions deliver consistent policies and centralized management and visibility. Add to that security automation across all clouds and hybrid clouds, and organizations can securely build, deploy, and run applications. At the same time, deployment complexity is reduced and security is strengthened. Fortinet Cloud Security includes a broad portfolio that covers all application journeys. Our solutions are tightly integrated with a broad ecosystem of cloud and third-party platforms and technologies, along with the Fortinet Security Fabric. This empowers organizations to securely deploy on any cloud or virtual data center with consistent policies, centralized management and visibility, and security automation and orchestration.</p>
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	<p>Fortinet cloud security solutions provide visibility and control across public and private clouds, and data centers. Organizations are expanding, deploying, and interconnecting applications and networks across multiple clouds and both virtual and physical data centers. Fortinet hybrid security solutions protect and connect across all points of deployment while simplifying cloud operations. A single pane of glass delivers visibility and consistent cybersecurity policies throughout the environment.</p> <p>In addition, Fortinet cloud security solutions enable secure cloud connectivity and advanced threat protection through tight integration with all major public cloud providers (AWS, Microsoft Azure, Google Cloud, Oracle, and SAP, etc). These integrations ensure privacy while leveraging the benefits of scalability, metering, and time to market.</p>



**Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rather than selling and managing a sprawling set of isolated security solutions, Fortinet's Managed Security Services Providers (MSSP) can build a robust and comprehensive portfolio of services by adopting a platform approach, the Fortinet Security Fabric. This integrated and automated cybersecurity platform enables MSSPs to easily apply their expertise and deploy new technologies and services.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 17B: Category 3 - Industry Specific Questions**

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	<p>Fortinet has received ISO 9001:2015 quality management systems certification.</p> <p>Fortinet has received ISO/IEC 27001 information security certification.</p> <p>Fortinet has received FIPS 140-2 Level 1 and Level 2 validation/certification.</p> <p>Fortinet has received ACTP MEF 3.2 SD-WAN certification.</p> <p>Fortinet has received ICSA IPsecVPN, Firewall and WAF certifications.</p> <p>Fortinet has received NIST USGv6 IPv6 certification.</p> <p>Fortinet is on the DOD Information Network (DODIN) Approved Products List (APL).</p> <p>Fortinet is AICPA/TSC SOC2 Type 2 compliant.</p> <p>Fortinet products are "G" and "USG" US Federal Trade Agreements Act (TAA) compliant.</p> <p>Fortinet products are U.S. National Information Assurance Program Common Criteria Evaluation and Validation Scheme (CCEVS) compliant.</p> <p>Fortinet products are U.S. General Services Administration (GSA) Section 508 VPAT compliant.</p>
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	<p>Upon receipt of defective units, Fortinet uses industry-standard procedures aligned with NIST 800-88 "Guidelines for Media Sanitization" to remove data held on specific components within returned systems appropriately. For products considered repairable for reuse, data will be purged from all storage components, including flash, SSDs, and HDDs, as appropriate for the specific model. The required techniques may differ by technology but shall be based on the standard definition. For products deemed damaged beyond repair, Fortinet will use industry-standard procedures aligned to NIST 800-88 to destroy the media, making data retrieval infeasible through physical destruction techniques. The required media to destroy will be dependent on the model and shall include removable flash memory, SSDs, and HDDs.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Fortinet 2022 SEC Annual Report.pdf - Wednesday November 29, 2023 09:37:01
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Fortinet EULA and Warranty.pdf - Thursday December 14, 2023 08:17:22
  - Standard Transaction Document Samples (optional)
  - [Requested Exceptions](#) - Sourcewell \_RFP121923\_Fortinet Contract\_Draft\_with redlines-exceptions.docx - Monday December 18, 2023 14:36:20
  - [Upload Additional Document](#) - Fortinet State-Local Government Cybersecurity Solutions - Whitepaper.pdf - Thursday December 14, 2023 08:57:58
  - Pricing - Category 1 (optional)
  - [Pricing - Category 2](#) - Sourcewell Pricelist\_Fortinet\_RFP\_121923.pdf - Thursday December 14, 2023 08:20:44
  - Pricing - Category 3 (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Whittle, EVP Corporate Development, Chief Legal Officer, Fortinet Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_17_Technology_Products_and_Services</b> Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
<b>Addendum_16_Technology_Products_and_Services</b> Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_15_Technology_Products_and_Services</b> Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_14_Technology_Products_and_Services</b> Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_13_Technology_Products_and_Services</b> Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_12_Technology_Products_and_Services</b> Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_11_Technology_Products_and_Services</b> Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_10_Technology_Products_and_Services</b> Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_9_Technology_Products_and_Services</b> Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Technology_Products_and_Services</b> Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Technology_Products_and_Services</b> Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_6_Technology_Products_and_Services</b> Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Technology_Products_and_Services</b> Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Technology_Products_and_Services</b> Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_3_Technology_Products_and_Services</b> Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Technology_Products_and_Services</b> Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Technology_Products_and_Services</b> Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1