

1/24/24

**PURCHASE CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
OPTIV SECURITY, INC.**

THIS CONTRACT is made effective the 24th day of **January 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096 hereinafter referred to as "**County**", and **OPTIV SECURITY, INC.**, of 1144 15th Street, Suite 2900, Denver, CO 80202, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to purchase maintenance services and applicable subscription services relative to Palo Alto Networks utilized by the County; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be for the period of one (1) year from January 29, 2024 to January 28, 2025.

2. COMPENSATION. The Vendor shall be compensated the total amount of \$94,907.90.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall for maintenance renewal services and applicable subscription services relative to Palo Alto Networks utilized by the County, as set forth in Vendor's Quote #3105571-2, which is incorporated herein as Exhibit A and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Vendor's renewal documents.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

a. The Vendor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Vendor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Vendor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Vendor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

- a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.
- b. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- c. If, through any cause, the Vendor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- e. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Vendor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period

during which the County is so prevented.

13. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. INDEPENDENT VENDOR STATUS. The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

20. CONFLICT OF INTEREST. Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. CONFIDENTIALITY. Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

23. CONTRACT PARTS. This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

THIS CONTRACT is made effective the 24th day of January, 2024.

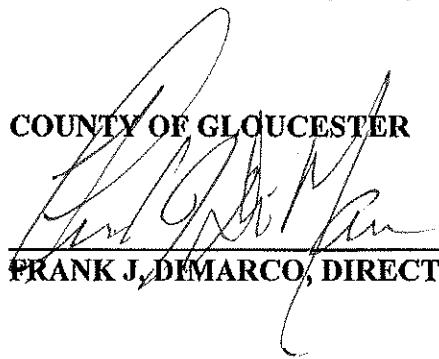
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:



**LAURIE J. BURNS,
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER

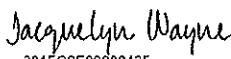


FRANK J. DIMARCO, DIRECTOR

ATTEST:

OPTIV SECURITY, INC.

DocuSigned by:



Jacquelyn Wayne

301FC9E99088435...

Name: Jacquelyn Wayne

Title: SVP & Associate General Counsel

EXHIBIT A



Quote#: 3105571-2
 Payment Terms: Net 30
 Tax ID: 43-1806449
 Internal Reference#: Q-2110385

Date: 1/9/2024
 Expiration: 1/21/2024

From:
 Cole McCabe
 (610) 3506580
 cole.mccabe@optiv.com

To:
 COUNTY OF GLOUCESTER
 Salvatore Pellerito
 Network Administrator
 PO Box 337
 Woodbury, NJ 08096
 US
 (856) 307-6669
 spellerito@co.glooucester.nj.us
 1 Year Palo Alto Renewal

Client Operations Specialist:
 True McKenna
 (816) 9867345
 true.mckenna@optiv.com

Remit Payment:
 Optiv Security Inc.
 PO Box 561618
 Denver, CO 80256-1610

Line #	Product Description	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
1	Palo Alto Networks: Partner enabled premium support renewal, PA-5220	2024-01-29 to 2025-01-29	'013201004041 '013201004053	2	USD 8,014.24	USD 16,028.48
2	Palo Alto Networks: ADVANCED THREAT PREVENTION SUBSCRIPTION FOR DEVICE IN AN HA, PAIR RENEWAL PA-5220	2024-01-29 to 2025-01-29	'013201004041 '013201004053	2	USD 13,448.79	USD 26,897.58
3	Palo Alto Networks: ADVANCED WILDFIRE SUBSCRIPTION FOR DEVICE IN AN HA PAIR RENEWAL PA-5220	2024-01-29 to 2025-01-29	'013201004041 '013201004053	2	USD 12,542.13	USD 25,084.26
4	Palo Alto Networks: SUBSCRIPTION ADVANCED URL FILTERING 1-YEAR PA-5220 HA PAIR RENEWAL	2024-01-29 to 2025-01-29	'013201004041 '013201004053	2	USD 13,448.79	USD 26,897.58
Subtotal:					USD 94,907.90	
Estimated Tax:					USD 0.00	
Estimated Shipping:					USD 0.00	
Grand Total:					USD 94,907.90	

Sales Quote Terms and Conditions

This Sales Quote and the Client's purchase of the Products listed in this Sales Quote are subject to and shall be governed by (i) the Sales Quote Terms and Conditions and (ii) the Data Processing Terms and Conditions, both available at <http://www.optiv.com/agreements>

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

EULA Statement(s): Any and all usage of Palo Alto Networks products shall be subject to the terms and conditions of the *End User Agreement* (<https://www.paloaltonetworks.com/content/dam/palo/us/assets/optiv/legal/palo-alto-networks-end-user-license-agreement-eula.pdf>) unless the parties have entered into a separate written agreement that specifically overrides such agreement (either, "Agreement"). In either case, the applicable Agreement shall be incorporated by reference into this document. In the event of any material conflict between the terms in the Agreement and the terms in this document, the terms in this document shall control.

If the purchase of the above includes Optiv's authorized support ("ASP"), then notwithstanding any language to the contrary in the Sales Quote Terms and Conditions, the purchase of the ASP is subject to and governed by (a) the Optiv Terms of Purchase; and (b) the Authorized Support Service Description, both located at <https://www.optiv.com/agreements>.

If the purchase of the above includes Optiv's "partner enabled" support (aka authorized support) ("ASP"), then notwithstanding any language to the contrary in the Sales Quote Terms and Conditions, the purchase of the ASP is subject to and governed by (a) the Optiv Terms of Purchase; and (b) the Authorized Support Service Description, both located at <https://www.optiv.com/> agreements.

If the purchase above does not include Optiv's "partner enabled" support (aka authorized support) ("ASP"), then reach out to your Optiv Client Manager to learn more about the program and benefits.