

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
 - b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
 - c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein,

shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
- (1) General terms and conditions
 - (2) Specifications and scope of work
 - (3) Attachments and exhibits
 - (4) Documents referenced or included in the solicitation

2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to

defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. Notice & Opportunity to Defend; Limitations & Thresholds.

a. Notice; Opportunity. If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

b. Liability. Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.10. Termination Rights. The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

2.11. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.12. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.13. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of

Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.14. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the mailing address provided the Winning Suppliers proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite
298
Plano, Texas 75024

2.15. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.16. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney’s fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.17. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.18. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation
- Proposal Form 4: Certifications and Licenses
- Proposal Form 5: Unresolved Findings for Recovery
- Proposal Form 6: Mandatory Disclosures
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- Proposal Form 8: Mandatory Supplier & Proposal Certifications
- Proposal Form 9: Clean Air Act & Clean Water Act
- Proposal Form 10: Debarment Notice
- Proposal Form 11: Lobbying Certification
- Proposal Form 12: Contractor Certification Requirements
- Proposal Form 13: Boycott Certification
- Proposal Form 14 Federal Funds Certification Forms
- Proposal Form 15: Arizona Contractor Requirements
- Proposal Form 16: Ownership Disclosure Form
- Proposal Form 17: Non-Collusion Affidavit
- Proposal Form 18: Affirmative Action Affidavit
- Proposal Form 19: C. 271 Political Contribution Disclosure Form
- Proposal Form 20: Stockholder Disclosure Certification
- Proposal Form 21: General Terms and Conditions Acceptance Form
- Proposal Form 22: Equalis Group Administration Agreement Declaration
- Proposal Form 23: Master Agreement Signature Form

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS	
1.1. Company Information	
1.1.1. Company Name:	Forward Edge
1.1.2. Corporate Street Address:	2724 East Kemper Road Sharonville, OH 45241
1.1.3. Remittance Address:	2724 East Kemper Road Sharonville, OH 45241
1.1.4. Main Telephone Number:	513-761-3341
1.1.5. Website:	www.forward-edge.net
1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Company Formation: 2005 Operating under present name: Since 2005
1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	<input type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners. <input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal. <input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals. <input checked="" type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership. Limited Liability, S Corporation
1.1.8. Federal Tax ID# or Social Security #:	06-1736415
1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name: Denise Caccavari
	Title: Cybersecurity Solutions Specialist
	Phone: 513-761-3343 X116
	E-Mail Address: dcaccavari@forward-edge.net

<p>1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	<p>Contact Name:</p>	<p>Charles (Chip) Logan</p>
	<p>Title:</p>	<p>COO</p>
	<p>Phone:</p>	<p>513-761-3343</p>
	<p>E-Mail Address</p>	<p>clogan@forward-edge.net</p>
<p>1.2. Financial Strength & Legal Considerations</p>		
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</p>	<p>In lieu of the provision of formal financial records considered a "Trade Secret", we have provided a letter from Plattenburg CPA demonstrating the fiscal health of Forward Edge. (See "ADDENDUM I: CPA Disclosure".)</p> <p>Note: Additional financial disclosures may be provided upon award.</p>	
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Not Applicable</p>	
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Not Applicable</p>	
<p>1.3. Industry Qualifications</p>		
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer,</p>	<p>Service Provider</p>	

<p>distributor, dealer, reseller, or service provider?</p>	
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	<p>Not Applicable</p>
<p>1.3.3. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Forward Edge is an independently owned and operated managed services provider with network engineering as a core competency. Forward Edge maintains well-established sales and marketing divisions that support the strategic promotion and sale of all products and services. (As such, Forward Edge does not use dealers, resellers and/or distributors in the sale of our services.)</p> <p>Noteworthy, delivery of these technologies has resulted in long standing relationships with multiple enterprise technology OEM's. The significant annual hardware, licenses, and support purchases from these OEM's [as well as the OEM's appointed distribution partners where applicable] afford Forward Edge strategic industry relationships.</p> <p>Forward Edge also holds many certifications with these OEM's which designates Forward Edge as a Top Tier Partner with the OEM's providing Forward Edge with additional training, expertise and additional discounts and rebates that can be passed along to the customer.</p> <p>These relationships afford Forward Edge expanded market opportunities vis-a-vis prospect introductions, co-promotional initiatives, sales spiffs, etc.</p>
<p>1.3.4. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Forward Edge's core competency is network engineering which provides the technology platform for the comprehensive menu of services implemented and supported to its customers. These services have been provided since 2005. Cybersecurity is a specialty engineering discipline that leverages this expertise and while in use internally since 2015 has been a formally established practice since January 2018.</p> <p>2020 - 7% of Revenue 2021 - 14.5% of Revenue</p>

<p>1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Forward Edge's cybersecurity solutions are implemented, managed and supported remotely and made available nationwide without exception.</p>
<p>1.3.6. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.</p>	<p>(See "ADDENDUM II: Certifications".)</p>
<p>1.3.7. Awards. Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>	<ul style="list-style-type: none"> • Awarded Mega Session, "Cybersecurity: K-12 in the Crosshairs" at FETC 2022 Conference • The Channel Co. CRN MSP 500 List, 2021 • 2021 NSCA Stepping Up Award Winner (Category: Customer Experience) • The EdTech Awards, Cool Tool Finalist 2021 • 2021 Tech & Learning Awards of Excellence, Remote Learning, Winner • CompTia ISAO MSP Advisory Council, Member • Tech & Learning Best of Show (ISTE 20) Winner, 2020 • Axis Communications Solution Gold Partner, 2020 • Google for Education Partner, Professional Development
<p>1.4. Industry Qualifications</p>	
<p>1.4.1. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each</p>	<p>While Forward Edge maintains no current Public Sector COOP contracts specific to Managed Cybersecurity services, the following is noteworthy and relevant to other services we provide:</p> <p>Forward Edge is a member in good standing of the following Texas Purchasing Cooperatives:</p>

<p>contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>	<ul style="list-style-type: none"> •TexBuy Purchasing Cooperative (Region 10). Technology Products and Solutions Catalog. Amarillo, Texas. http://www.texbuy.net •EdTech Exchange (Region 10), Richardson, Texas https://www.edtechcoop.com/ •Education Service Center Region 11. White Settlement, Texas. https://www.esc11.net •Education Service Center Region 18. Amarillo, Texas. https://www.esc16.net
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>(i.) \$30,000,000.00 Annual</p> <p>(ii.) Revenue verticals:</p> <ul style="list-style-type: none"> • K-12 School Districts - 94% • Career Centers - 3% • Education Architectural Design Firms - 2.5% • Higher Education - 0.5%
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Not Applicable - Forward Edge has historically and predominately served the K-12 educational sector. (See 1.4.2 for specific sector break down.)</p>
<p>1.4.4. Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by</p>	<p>(See "ADDENDUM III: Public Sector Strategic Growth Plan".)</p>

<p>sales to local governments and educational institutions?</p> <p>NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	
<p>1.4.5. Customer References.</p> <p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>(i.) Reference</p> <p>Deer Park Community City Schools 8688 Donna Lane Cincinnati, OH 45236</p> <p>a.) Jay Phillips, Superintendent phillips.j@dpccsd.org Tel: 513-891-0222</p> <p>b.) Managed Cybersecurity Services/Managed Network Services c.) July 1, 2021/July 1, 2013</p> <p>(ii.) Reference</p> <p>Reading Community City School District 810 East Columbia Avenue Reading, OH 45215</p> <p>a.) Colette Lewis, Treasurer clewis@readingschools.org Tel: 513-554-1800</p> <p>b.) Managed Cybersecurity Services/Managed Network Services c.) May 1, 2021/March 15, 2020</p> <p>(iii.) Reference</p> <p>Wyoming City Schools 420 Springfield Pike Wyoming, OH 45215</p> <p>Ronda Johnson, Treasurer johnsonr@wyomingcityschools.org 513-206-7000</p> <p>b.) Managed Cybersecurity Services/Managed Network Services c.) April 29, 2021/June 1, 2019</p> <p>(iv.) Reference</p> <p>West Clermont Local Schools</p>

	<p>4350 Aicholtz Road Cincinnati, OH 45245 Larry Parece, Director of Technology parece_l@westcler.org 513-943-5000 b.) Managed Cybersecurity Services/Managed Network Services c.) September 9, 2021/July 1, 2015</p> <p>(v.) Reference Loveland City Schools 757 South Lebanon Road Loveland, OH 45140 John Ames, Business Manager amesjo@lovelandschools.org 513-683-5600 b.) Managed Network Services c.) October 6, 2010</p> <p>(See "ADDENDUM IV: PROFESSIONAL REFERENCES - ADDITIONAL".)</p>
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2. PRODUCTS & SERVICES

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	<p>(See "ADDENDUM V: PRODUCTS AND SERVICES DESCRIPTIONS".)</p>
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<p>2.1.1. 2 Open Market Products. 2.1.2. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog</p>	<p>Forward Edge is positioned to leverage both our internal network engineering expertise and advanced industry relationships to address and deliver any open market products/solutions a client organization may uniquely require. Forward Edge always reserves the right to review our level of interest in any non-standard deployment project.</p>
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<p>offering or non-inventoried products.</p>	
<p>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p>	<p>Forward Edge delivers enterprise class technology solutions to solely K-12 environments. This 100% corporate focus on the K-12 education sector serves to significantly differentiate Forward Edge from other entities that serve multiple verticals. All solutions are developed and delivered through the lens of K-12 environments. (This can be a particularly critical differentiator when a solution may require pre-built application integrations; applications that are unique to education technology environments.)</p> <p>Though the education sector is the target of over 60% of cyber attacks in the U.S.A., it remains woefully under-supported and under-served in protections. Technology providers that have traditionally served the K-12 sector continue to fall short in the provision of meaningful cybersecurity strategies.</p> <p>Forward Edge is uniquely positioned to fulfill this critical K-12 void - possessing the vision, fiscal means, internal expertise. The resulting Managed Cybersecurity Solution is enterprise quality, and not dissimilar in design approach to the cybersecurity initiatives deployed in Fortune 500 companies. These same technologies are featured in leading banks, airlines, and large municipal cybersecurity solutions. Most critically, the solution cannot be replicated without comparable investment in time, expertise, and cost.</p> <p>The Forward Edge Managed Cybersecurity Solution is a comprehensive <i>Defense in Depth</i> layered approach that represents years of intensive development and considerable capital investment. It involved the assignment of internal resources dedicated to this fully funded division to include highly qualified cybersecurity engineers and the development of best-in-class processes, painstakingly integrated into our support systems and back-office operations. It provides next-generation technologies affordably and boasts 24/7/365 monitoring of district networks by an enterprise-class Security Operations Center (SOC). Moreover, the solution aligns with the best practices defined by the Center for Internet Security (CIS) and National Institute of Standards and Technology (NIST) cybersecurity framework controls.</p>
<p>2.1.4. Manufacturing. If best 2.1.5. identified as a manufacturer, describe your manufacturing process and any advantages it offers over your competitors. Your response may include,</p>	<p>Not Applicable</p>

<p>but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p>2.1.6. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>Service Warranties. Forward Edge warrants that the Services will be performed (a) in compliance with all applicable laws; (b) in a professional and workmanlike manner; and (c) in accordance with the specifications contained in the applicable SOW. The aforesaid warranty shall apply during the applicable SOW Term.</p> <p>Manufacturer’s Warranty Not Applicable - No hardware provided as a part of the solutions provided {software only}.</p>
<p>2.2. Additional Services</p>	
<p>2.2.1. Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.</p>	<p>Delivery of the Forward Edge Managed Cybersecurity solution includes the provision of a full service security management suite. Comprehensive implementation support to include support for the institution of procedures, utilization of enterprise class security software tools, 24/7 monitoring, alert analysis, awareness training, procedural and policy support, evolving cyber awareness training, and incident reporting.</p> <p>The turnkey advantage is that we provide a seamless process from start to finish supported by experienced, enthusiastic people. Turnkey support drives results from the implementation phase, through implementation and to the turn up of your network security infrastructure.</p>
<p>2.2.2. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal?</p>	<p>Typically, client organizations leverage internal resources for set-up supported by intensive guidance by Forward Edge security engineers.</p> <p>Installation support is provided by Forward Edge security professional team members. These will be individuals from Forward Edge with training on the installation and possible associated troubleshooting.</p>

	<p>Forward Edge makes available [discounted] additional technical support as needed for implementation, installation and maintenance as and when client organizations require. See Attachment B. “Implementation Services Tier I (Hourly)” and “Implementation Services Tier II (Hourly)”</p> <p>For example: The provision of Tier I engineering hours to install software agents on customer devices.</p> <p>The provision of Tier II engineering hours of a virtual environment needed to host a virtual vulnerability scanner.</p>
<p>2.2.3. Installers. If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers?</p>	<p>Installation is provided through a company-owned team. These will be individuals from Forward Edge with intensive and ongoing training on the installation and possible associated troubleshooting.</p>
<p>2.2.4. Qualifications. Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>Qualifications can best be demonstrated via critical certifications held. (See “ADDENDUM II: Certifications”.)</p>
<p>2.2.5. Training. If yes, provide a description of the training services offered. <i>Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i></p>	<p>The training of this installation team is performed in a secure lab environment with several different endpoint and server solutions to assess the optimum installation processes for all security technologies available through our managed cybersecurity solution and offered individually.</p>
<p>2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.</p>	<p>Included in the proposal is regularly performed maintenance on the agents and virtual machines through remote monitoring and updates. Making sure that vulnerability and malware signatures are current. We also work with the customer to make sure that the appropriate machines are being monitored 24x7 and remove any machines that are no longer in circulation.</p>
<p>2.3. Value Add</p>	

<p>2.3.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>Forward Edge solutions are in continual development, with dedicated Research and Development expenditures a critical component of our annual corporate spending. Solutions offered are considered to be best in class and as additional security tools become relevant, they will be made available.</p>
<p>3. BUSINESS OPERATIONS</p>	
<p>3.1.1. Logistics</p>	
<p>3.1.2. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.</p>	<p>Not Applicable.</p>
<p>3.1.3. Distribution Centers. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.</p>	<p>Not Applicable.</p>
<p>3.1.4. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.</p>	<p>Not Applicable.</p>
<p>3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.</p>	<p>Not Applicable.</p>
<p>3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate.</p>	<p>Not Applicable.</p>
<p>3.1.7. Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.</p>	<p>Expedited service requests are available and assessed on an individual basis. Expedited processing fees may apply.</p>
<p>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. Describe your company's customer service</p>	<p>Forward Edge maintains an internally owned and fully staffed customer service center.</p>

<p>department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>The customer service center is located at Corporate Headquarters, 2724 East Kemper Road, Cincinnati, Ohio 45241.</p> <ul style="list-style-type: none"> • Forward Edge currently maintains a staff of 6 customer service representatives that are available Monday through Friday from 8am - 5pm EST. • Forward Edge utilizes a proactive Customer Care approach to provide customers with information, tools, and services at every point of interaction with the customer. This enhances the overall customer experience. Customer Services representatives are trained to ensure customer satisfaction to include proactive problem resolution in a timely manner. • Forward Edge uses internal KPI's for the customer service team to ensure that our customer needs are being handled in an efficient and proper manner providing the customer with a professionally delivered experience.
<p>3.2.2. Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>Forward Edge has formal complaint resolution processes in support of all technology solutions. Complaint submittal can be accommodated via written or verbal communication. Multiple steps are required to be followed to ensure the complaint is followed up on, resolved and reviewed internally to improve process and work flows to prevent future complaints.</p> <p>Step 1. Receive Complaint.</p> <ul style="list-style-type: none"> - Complaint may be verbal or in writing. - If verbal, a comprehensive record of the conversation is made. - When possible, a copy is provided to the complainant to ensure accuracy of record. <p>Step 2. Register and Acknowledge</p> <ul style="list-style-type: none"> - Register feedback/complaint in CRM system - Consider nature of feedback/complaint. - Determine appropriate person to coordinate management. - Acknowledge within two business days. <p>Step 3. Initial Assessment</p> <ul style="list-style-type: none"> - Clearly identify issues. - Identify relevant parties. - If feedback/complaint against individual, refer to appropriate policy. - Rate severity of feedback/complaint. <p>Step 4. Investigate</p>

	<ul style="list-style-type: none"> - Collect information. - Collect applicable standards, procedures and policies. - Identify disputed facts, inconsistencies, reliability, gaps in information, systemic and performance factors. <p>Step 5. Respond</p> <ul style="list-style-type: none"> - Based on all evidence make findings and recommendations to address any system, process or issues. - Clearly communicate outcome and recommendations. - Integrate recommendations into quality improvement system. <p>Step 6. Resolution</p> <ul style="list-style-type: none"> - Final response is letter from department director/manager, or if SLA of 2 business days isn't met from date of complaint, a letter from a "C" level employee explaining the delay. - Sent letter with final response. <p>Step 7. Follow-up/Preventative Action</p> <ul style="list-style-type: none"> - Monitor action - Evaluate action - Make any required changes to process, procedure or policies based on complaint and events following complaint (process improvement).
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3.3. Customer Set Up; Order & Invoice Processing; Payment

<p>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>Forward Edge maintains well-established sales and marketing divisions that support the strategic promotion and sale of all products and services. (As such, Forward Edge does NOT use dealers, resellers and/or distributors in the sale of our services.)</p> <p><u>Forward Edge will be the single point of sale.</u></p>
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<p>3.3.2. Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p>	<p>The Equalis Group Member will contact Forward Edge whereupon a Forward Edge Account Executive will be assigned to the Member Client Organization.</p> <p>The Account Executive will profile the Member Client organization to include the formal documentation of physical locations, main address, shipping address, billing address, contact info for main contacts, e.g. Superintendent/CEO, Treasurer, IT Director, etc.).</p> <p>This information will be inputted into Forward Edge's CRM system establishing the Member as a provisional customer.</p> <p>Forward Edge will then perform a verification process to verify the Member and Member's information is accurate and correct. Once the verification is performed the Member will then become a customer.</p>
<p>3.3.3. Order Process. Describe your company's proposal development and order submission process.</p>	<p>The Account Executive will facilitate the formulation of a site specific solution proposal based on the unique network topography and other critical environmental attributes; identification of critical and non critical networks assets, users, etc.).</p> <p>The Account Executive generates a "custom quote" through the Forward Edge enterprise CRM system and provides an electronic link to the quote to client organization for acceptance. Client organization purchase orders can also be processed in tandem.</p>
<p>3.3.4. Invoice Process. Describe your company's invoicing process.</p>	<p>The Forward Edge enterprise CRM system automatically generates an invoice based on the accepted pricing in the custom quote. Invoices are generated upon solution execution and due Net 30 Days from invoice date.</p>
<p>3.3.5. Payment. What are your standard payment terms? What methods of payment do your company accept?</p>	<p>Net 30 Days from invoice date.</p> <p>Acceptable methods include: wire, check, ACH.</p>
<p>3.3.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Not Applicable</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<ul style="list-style-type: none"> • Forward Edge participates in a local recycling program for items utilized in the main office location. • Forward Edge works with its client organizations to remove end of life I.T. assets from their respective I.T. environments and has developed several partnerships with local certified recycling companies so these end of life assets never see a landfill and are disposed of properly.

	<ul style="list-style-type: none"> Internally, Forward Edge utilizes programmable thermostats to keep energy usage at a minimum during off hours and weekends.
<h2>4. PRICING</h2>	
<h3>4.1. Cost Proposal</h3>	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>Line Item Pricing is the methodology model used in Attachment B.</p> <p>This includes the identification of unique Equalis Group Product IDs. A Unit List Price is determined and an appropriate discount is applied per Line Item to determine the Final Price extended to members (The Final Unit Prices includes consideration to all applicable administrative fees and rebates.)</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>The assignment of unique Equalis/CCOG product numbers* will be assigned and tracked for this purpose. Forward Edge’s financial systems allow for the classification of part numbers and products which allow for reports to be run for tracking purposes. Reporting complexity capabilities support comprehensive self and external audits. *See Attachment B.</p>
<p>4.1.3. Price Change Process. Provide a description of your process for price changes.</p>	<p>Forward Edge reserves the right to adjust pricing on an annual basis. Any such price increases will be effective on the first day of each Contract Year, upon ninety (90) days’ written notice and will not exceed five percent [5%] of the current year pricing schedule. Forward Edge reserves the right to adjust pricing in excess of 5% in the event actual increases in costs occur (vendor cost increases) and agrees to provide backup documentation for all annual increases, if any, and such costs and related documentation shall be auditable upon reasonable notice by an independent third party reasonably acceptable to Forward Edge.</p>
<p>4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> not applicable. Please explain below.</p> <hr/> <p>Forward Edge currently does not participate in any other organizational purchasing agreements. As a general comment, pricing offered under this agreement will be equal to or less than typically offered pricing of relevant services in the marketplace and can be considered aggressively competitive.</p>

<p>4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Forward Edge is extending additional performance related rebates as defined in Addendum VI.</p>
<p>4.1.6. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Cost of shipping is not applicable as services are delivered remotely. In the event physical delivery of a device is required, additional shipping charges will apply.</p>
<p>4.1.7. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Forward Edge is positioned to leverage both our internal network engineering expertise and advanced industry relationships to address and deliver any open market products/solutions a client organization may uniquely require. Pricing methods of Open Market or Sourced Goods will be determined per non-standard deployment project and can be assumed to be on a cost-plus basis. Client organizations can assume that any cost will be a reflection of actual costs incurred by Forward Edge to deliver relevant goods/services.</p>
<p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Total costs of acquisition are <i>included</i> in the pricing as documented in "Attachment B Cost Proposal". Forward Edge does provide services outside the scope of this contract that may become relevant; eg. network engineering support and related hardware.</p>
<p>5. GO-TO-MARKET STRATEGY</p>	
<p>5.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who</p>	<p>1.Executive Contact: Charles Logan Tel: 513-761-3343</p>

<p>will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Email:clogan@forward-edge.net</p> <p>2.Contract Manager: Charles Logan Tel: 513-761-3343 Email:clogan @forward-edge.net</p> <p>3. Sales Leader: John Waltz Tel: 513-761-3343 Email: jwaltz@forward-edge.net and Denise Caccavari Tel: 513-761-3343 Email: dcaccavari@forward-edge.net</p> <p>4. Reporting Contact: Esther Green Tel: 513-761-3343 Email: egreen@forward-edge.net</p> <p>5. Marketing Contact: Paige Greve, Director of Marketing Tel: 513-761-3343 Email: pgreve@forward-edge.net</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Our internal “Teams Organizational Model” includes:</p> <ol style="list-style-type: none"> (i.) Sales & Marketing (ii.) Cybersecurity Engineering (iii.) Logistics and Operations. <p>It's a team effort at Forward Edge and all silos have profitability responsibility. The cybersecurity sales team is currently composed of five [5] dedicated Account Executives responsible for growth and customer satisfaction.</p> <p>Cybersecurity Engineers have responsibility for security and stability.</p> <p>Logistics and Operations team members have responsibility for onboarding, project management, and financing. Currently, we have over 100 employees with over 15+ open slots for employment. We cover the education market nationwide.</p>

5.2. Contract Implementation Strategy & Expectations	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>Contract Expectations are directly related to the anticipated CCOG member district sales penetration of the estimated 1500 K-12 education members (38% of the current 4,000 membership pool). We are excited to create a meaningful partnership that will provide much needed protection to the educational market that has largely been left behind. Our experience tells us that time and speed will be essential for success. Our schools need the very best provider while bringing the best possible value.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>See "ADDENDUM III Public Sector Growth Plan".</p> <p>Our Vision is clear. We are striving to build the very best Managed Cyber Solution for the education market. To achieve this, we will continue to leverage our knowledge and experience serving the educational market for almost two [2] decades. Our experts in cybersecurity engineering, operational logistics and finance provide meaningful solutions to this most vulnerable market.</p> <p>Our solution does not have operational territory restrictions as afforded by full remote delivery.</p>
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Sales Teams Incentives, specific to opportunities associated with CCOG client organization members and relevant agreements will be developed to ensure maximum participation. Noteworthy, we value all the formal partnerships we have developed over the years and understand that success can only be achieved by honoring our commitment to our partners as well as our customers.</p>
<p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Contract Year 1: 50 Member Account Acquisitions Approximate Net Sales Value: \$1,500,000*</p> <p>Contract Year 2: 125 Member Account Acquisitions Approximate Net Sales Value: \$3,750,000*</p> <p>Contract Year 3: 200 Member Account Acquisitions Approximate Net Sales Value: \$6,000,000*</p> <p>Contract Year 4: 250 Member Account Acquisitions</p>

	<p>Approximate Net Sales Value: \$7,500,000*</p> <p>Contract Year 5: 300 Member Account Acquisitions Approximate Net Sales Value: \$9,000,000*</p> <p>*Average Managed Cybersecurity Annual account value estimated [conservatively] at \$30,000 per account.</p> <p>Note: Estimates reflect continuous CCOG/Equalis member growth expectations in the K-12 vertical. (Currently reported as comprising 38% of all membership or approximately 1,500 current K-12 members.</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment A – Model Administration Agreement.</p>	<p>X Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p> <p>Forward Edge will propose additional performance related annualized fees per the Rebate schedule detailed in Addendum VI. (See: "Addendum VI. PERFORMANCE REBATE SCHEDULE".)</p>
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Forward Edge herein confirms our willingness and ability to meet these monthly reporting requirements.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis</p>	<p>Forward Edge has the capacity and internal controls in place to facilitate a self audit and comply with its contractual obligations. The assignment of unique Equalis/CCOG product numbers* will be assigned and tracked for this purpose. Forward Edge's financial systems allow for the classification of part numbers and</p>

<p>Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>products which allow for reports to be run for tracking purposes. Reporting complexity capabilities support comprehensive self and external audits. *See Attachment B.</p>
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PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes XNo
List certifying agency: Click or tap here to enter text.

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes X No
List certifying agency: Click or tap here to enter text.

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE Yes XNo
List certifying agency: Click or tap here to enter text.

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB Yes XNo
List certifying agency: Click or tap here to enter text.

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone Yes XNo
List certifying agency: Click or tap here to enter text.

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes XNo
List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations, or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Click or tap here to enter text.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
 No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. ***Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. NOT APPLICABLE

2. ***Mandatory Disclosure of Governmental Investigations.***

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. NOT APPLICABLE.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

Yes

No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, **Charles Logan**, hereby certify and affirm that **Forward Edge**, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, **Charles Logan**, hereby certify and affirm that **Forward Edge**, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, **Charles Logan**, hereby certify and affirm that **Forward Edge**, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, **Charles Logan**, hereby certify and affirm that **Forward Edge** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, **Charles Logan**, hereby affirm that this proposal accurately represents the capabilities and qualifications of **Forward Edge**, and I hereby affirm that the cost(s) proposed to CCOG for the

performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized
signature:

Charles L. Logan

Printed Name: Charles Logan.

Company Name: Forward Edge.

Mailing Address: 2724 East Kemper Road,
Sharonville, OH 45241.

Email Address: clogan@forward-edge.net.

Job Title: COO.

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Forward Edge.

Mailing Address: 2724 East Kemper,
Sharonville, OH 45241

Signature *Charles L. Logan*

Title of Signatory: Charles Logan, COO.

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature

Charles L. Logan

Date:

March 2, 2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors, and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature

Charles L. Logan

Date:

March 2, 2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? CLL
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. ***Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? *CSL*
(Initials of Authorized Representative)

2. ***Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole

discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

4. **Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act

(42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

8. **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 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 Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

9. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an

entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:

Charles L. Logan

Printed Name: Charles Logan.
Company Name: Forward Edge.
Mailing Address: 2724East Kemper Road
Sharonville, OH 45241.
Job Title: COO.

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state, or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at

the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? *CLL*
(Initials of Authorized Representative)

Date: March 2, 2022

PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Forward Edge.

Street: 2724 East Kemper Road.

City, State, Zip Code: Sharonville, Ohio 45241.

Complete as appropriate:

I, **John Waltz**, certify that I am the sole owner of **Forward Edge**, that there are no partners, and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, **Click or tap here to enter text**, a partner in **Click or tap here to enter text**, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, **Click or tap here to enter text**, an authorized representative **Click or tap here to enter text**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
John Waltz		100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: John Waltz
Date: March 2, 2022.

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Forward Edge
Street Address: 2724 East Kemper Road
City, State Zip: Sharonville, OH 45241

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the COO of the firm of Forward Edge, the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature: Charles L. Logan
Job Title: Charles L Logan, COO

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Forward Edge.
Street Address: 2724 East Kemper Road.
City, State, Zip Code: Sharonville, OH 45241.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photocopy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: Charles L. Logan
Title of Signatory: Charles L Logan, COO
Date: March 2, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 contractor 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Charles L. Logan

Signature of Procurement Agent

PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Forward Edge		
Address:	2724 East Kemper Road		
City:	Sharonville	OH	45241

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Charles L. Logan

Charles Logan

COO

Signature of Vendor

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NOT APPLICABLE			NONE

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name: FORWARD EDGE

Contributor Name	Recipient Name	Date	Dollar Amount
NOT APPLICABLE	Recipient Name	Date	NONE
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: John Waltz	Name: Stockholder Name
Home Address: 110 Wagon Road Lane Home Address Terrace Park, Ohio 45174	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2___.	<div style="border: 1px solid black; padding: 5px; display: inline-block; margin-bottom: 5px;"><i>John Waltz</i></div> _____ (Affiant) John Waltz, CEO _____
(Notary Public)	

My Commission expires:	(Print name & title of affiant) (Corporate Seal)
------------------------	---

PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only.
Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

Company Name Forward Edge
Address 2725 East Kemper Road
City/State/Zip Sharonville, OH 45241
Phone Number 513-761-3343
Email Address clogan@forward-edge.net
Printed Name Charles Logan
Job Title COO
Authorized Signature *Charles L. Logan*

Initial Term of the Master Agreement

Contract Effective Date: May 1, 2022
Contract Expiration Date: April 30, 2026
Contract Number: COG-2129D

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: *Scott A. Morgan*
Scott A. Morgan (Apr 21, 2022 11:50 EDT)
Name: Scott A. Morgan
As: CCOG Board President
Date: Apr 21, 2022

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: *Eric Merkle*
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Apr 21, 2022

ADDENDUM I: CPA DISCLOSURE

PLATTENBURG
Certified Public Accountants

March 03, 2022

The Cooperative Council of Governments
on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

To Whom It May Concern,

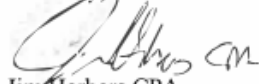
This letter comes to you as a strong recommendation for Forward Edge to be a valuable partner in providing excellent computer, cyber security, and IT services. Forward Edge has been a client of Plattenburg & Associates, Inc. for over 18 years and we have personally seen this company grow into an industry leader.

Forward Edge is a financially stable business. They have been in business for over eighteen years and have been able to build great relationships with vendors and a large customer base. They have also been able to maintain low employee turnover in top management. These factors have resulted in a business that has been profitable every year and has been able to sustain its own growth without taking on debt.

Thus, I am happy to recommend Forward Edge to provide services to The Cooperative Council of Governments on Behalf of Equalis Group.

If you have any questions, please feel free to contact me.

Sincerely,



Jim Herbers CPA
Plattenburg & Associates, Inc.
Certified Public Accountants

ADDENDUM II: CERTIFICATIONS



CYBERSECURITY

Corporate Technology Certifications

Google Educator 2	Lenovo Support	Microsoft MCDE	Extreme EDS Wireless Cloud
Google Admin	Apple ACMT	Microsoft MCIT	Extreme EDS IP Campus
Testout Network Pro	Cisco CCNA	Microsoft MCP	Extreme ECS Wireless Cloud
Testout PC Pro	Google Innovator	Axis ACP	Extreme EDS Campus Fabric
Testout Client Pro	Qualys Vulnerability Management Specialist	ICAgile Project and Delivery Management	Barracuda Backup Certified Engineer
Dell Support	Extreme EDS Management Center	Extreme EDS Wing Wireless	Extreme ECS Campus EXOS
HP Support	Extreme ECS Management Center	Extreme EDS Control	Extreme ECS Access Wireless
Extreme ECS Wireless CORE	ICAgile Certified Professional	StorageCraft Master Engineer	ITIL v3 Foundation Certification
S2 Certification	CompTIA Network+	CompTIA A+	CompTIA Network Vulnerability Assessment Professional
CompTIA Security+	CompTIA Pentest+		

ADDENDUM II: CERTIFICATIONS

SOC Certifications and Accreditations

Forward Edge Managed Cybersecurity Client Organizations enjoy monitoring by our highly accredited 24/7/365 Security Operations Center (SOC).

These certifications include:



CISSP



GCIA



GCIH



GCFA



OSCP

CompTIA

CompTIA



Security +



GSLC



GPEN



GWAPT

ADDENDUM III: PUBLIC SECTOR GROWTH PLAN

Marketing and Sales Commitment

Equalis Group Administration Agreement / Section 2.4 Marketing Commitment

FE Agrees to coordinate with Equalis to develop annualized Marketing Plan to include:

- Market the Master Agreement to CCOG members
- Issue a Co-Branded Press Release to CCOG members
- Publish Master Agreement details and contact information on both Equalis and FE websites
- Schedule and hold training on the master Agreement for the sales teams of both Equalis and FE
- Jointly participate in national and regional conferences
- Design, publish and distribute co-branded marketing materials
 - [Co-branded solution cutsheet example](#)
- Engage in ongoing marketing and promotion of the Master Agreement for the entire Terms of the Master Agreement
 - Monthly co-branded social media blasts with cyber tips
 - Monthly email with news articles, and Cybersecurity best practices to CCOG members
 - Graphic and content support from Marketing team at Forward Edge

FE Agrees to coordinate with Equalis to develop annualized Sales Plan to include:

Coordinate in the development of effective training materials on the sale and delivery of FE's cybersecurity solutions.

Our team can provide quarterly training to the Equalis sales team in the form of webinars. Webinars will consist of a solution overview from our Engineering team and Cybersecurity Solution Specialist, Denise Caccavari; a detailed sales process, pricing overview, and a run through of marketing collateral and best use guidance from the Director of Marketing.

Webinars are yet to be scheduled, but recommended that on the 1st of each month, for the first 3 months of the Master Agreement, a standing webinar is scheduled with Forward Edge team and

Equalis sales team for 1 hour to review solution and all aspects needed to prep sales team to present to CCOG members.

Additionally, Forward Edge is prepared to:

- Participate in the joint training exercises of Equalis and FE sales representatives on the pricing, terms and conditions of the Master Agreement
- Coordinate in the development of sales tools that address common legal, procurement and compliance questions.
- Coordinate in the creation, implementation and management of marketing and sales campaigns to jointly identify prospects nationwide
- Support the sales process through incentives to FE sales representatives.

Go-to-Market Plan

Important Consideration of FE Qualification:

CCOG and Equalis should be aware that Forward Edge has an established and well-staffed marketing division dedicated to the promotion of Forward Edge technology services.

For reference, please review the following operational **marketing strategy for Forward Edge** as a demonstration of our advanced commitment to funding comprehensive and ongoing marketing initiatives and specifically in promotion of FE's Managed Cybersecurity Solution.

Go-to-Market Strategy

Our comprehensive approach to focusing on K-12 education allows us to develop solutions that truly have the customers best interest at its heart because we have thought of every angle. We have found that due to our expertise in education, and our high customer satisfaction levels, one solution usually leads to another, which is evidence in the fact that our top 60 customers use over 50% of our solutions.

Cybersecurity 2022 Marketing Plan

For Cybersecurity in particular, our strategy for the 2022-2023 FY includes the following details.

- Strengthen market through partnerships with other Education enterprises with member audiences specifically targeting K-12 districts
- Increase penetration through regional and national paid ads, boosted social media campaigns, and ongoing email campaigns to prospective target audiences
- Reiterate strength of Forward Edge reputation in Ohio and surrounding areas with testimonials from current SOC customers

- Meet the expectations and needs of the prospective customer list by heavily focusing on MFA implementation environments, and the need to comply with Cyber Liability Insurance Markets Application requirements
- Utilize our in-depth understanding of K-12 environments, and comprehensive, layered approach offering to demonstrate value to prospects, justifying the expense of a Cybersecurity solution. *(Specifically highlighting how Cybersecurity is no longer a “nice to have” it's a “need to have” solution.)*
- Increase recognition by participating in regional and national conferences and events: including presenting informational sessions to prove expertise in subject area.

Marketing and Prospecting

Public Sector Growth Plan

FE will leverage the following initiatives for CCOG members as appropriate

- General Ongoing Marketing Campaigns (telemarketing, email and direct mail)
- [Monthly Email Campaigns Targeting CCOG Member School Districts](#)
 - Superintendents
 - CFO, Treasurers, Business Officers
 - Technology Directors/Coordinators
- Regional Google Ads (as shown below)



[All](#)
[News](#)
[Images](#)
[Shopping](#)
[Maps](#)
[More](#)
[Tools](#)

About 14,100,000 results (0.51 seconds)

Ad · <https://www.forward-edge.net/> (513) 761-3343

Forward Edge - Cybersecurity

Our Managed **Cybersecurity** Solution aligns with NIST and CIS Standards and best practices. Discover Your District's Cyber Score. Call Today!

FE Current Regional Trade Shows Participation

- Speaking Engagements

[Click to view Session information from FETC 2022](#)

- Subject Matter Expert Seminars

Possible Panel Webinar to CCOG members, including a [landing page](#) with information and resources for members to see prior to webinar.

[See Slideshow](#) with additional details on setup/delivery/presentation information

- Exhibiting at Trade Show Conferences and Events

2022 Events and Dates

- **FETC** → Jan. 25 - 28, Orange County Convention Center- Orlando, FL (cyber & EdgeU)
- **TCEA** → Feb. 7-10, Kay Bailey Hutchison Center- Dallas, Texas (EdgeU)
- **OETC** → Assuming Feb. 15-17, Columbus, OH (cyber & EdgeU)
- **KYSTE** → March 9-11, Louisville, KY (*just attending, no booth*)
- **MACUL** → March 16-19, Grand Rapids, Michigan (EdgeU)
- **OASBO** → April 10-13, Greater Columbus Convention Center (cyber)
- **BRAINSTORM** → May 1-3, Sandusky, OH (cyber)
- **ISTE** → June 26-29, New Orleans or virtually (EdgeU)
- **TECHFEST** → October 2022, Marriott North Union Center (Rescheduled)
 - Happy Hour 3-6 PM @ TopGolf



Intellectual property of Forward Edge. Proprietary and Confidential.

3

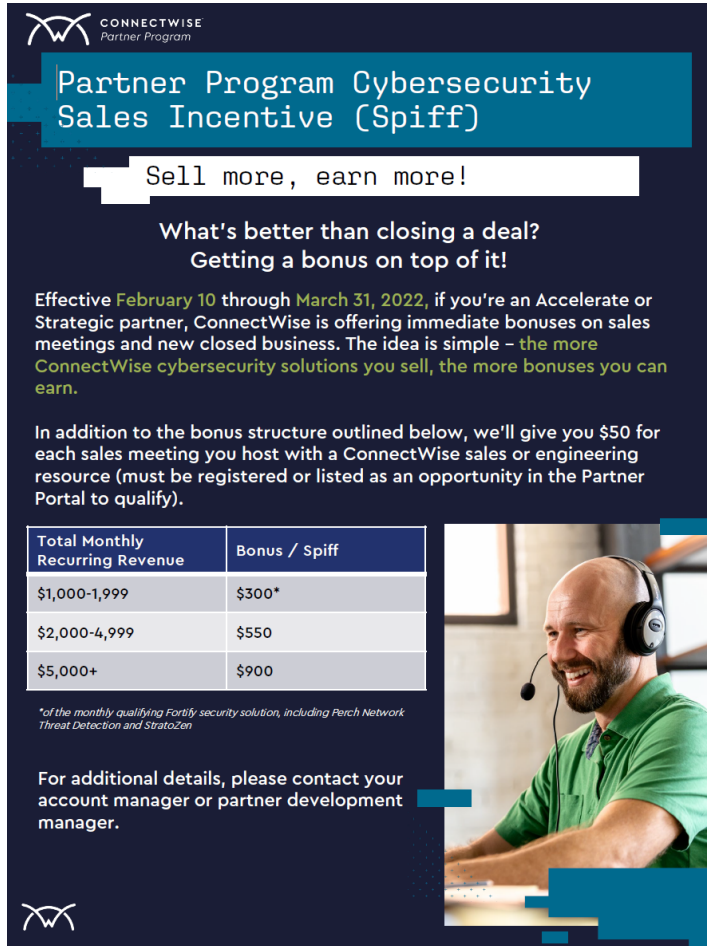
FE Current National Trade Show Participation promoting Cybersecurity Solutions in Conference Sessions

- FETC
- Brainstorm- Sandusky
- OSBA

Leveraging FE Critical Manufacturer Partnerships

- Co Presentation

- Sales SPIFFs



CONNECTWISE
Partner Program

Partner Program Cybersecurity Sales Incentive (Spiff)

Sell more, earn more!

**What's better than closing a deal?
Getting a bonus on top of it!**


Effective **February 10** through **March 31, 2022**, if you're an Accelerate or Strategic partner, ConnectWise is offering immediate bonuses on sales meetings and new closed business. The idea is simple - **the more ConnectWise cybersecurity solutions you sell, the more bonuses you can earn.**

In addition to the bonus structure outlined below, we'll give you \$50 for each sales meeting you host with a ConnectWise sales or engineering resource (must be registered or listed as an opportunity in the Partner Portal to qualify).

Total Monthly Recurring Revenue	Bonus / Spiff
\$1,000-1,999	\$300*
\$2,000-4,999	\$550
\$5,000+	\$900

*of the monthly qualifying Fortify security solution, including Perch Network Threat Detection and StratoZen

For additional details, please contact your account manager or partner development manager.



Leveraging FE Strategic Relationships

- OSBA
- IASBO
- FBI Infraguard Members
- State Educational Focused Insurance COOPs

FE Corporate Promotions

- Charitable Golf Outings for Area School Districts
- Substitute Teaching Initiative during the Sub Shortage in Spring of 2022
- FE Tech Fest (*see images below*)
 - Forward Edge hosts an annual TechFest with 8+ Technology Manufacturers that schools use on a daily basis, from security cameras to laptops to projectors to switches and power. This corporate hosted conference provides client organization school districts

an opportunity to get a one-on-one deep dive into any systems or equipment of interest. These manufacturers share their latest innovations and products with attendees. To make this event more beneficial for districts, Forward Edge creates customized agendas for each participant based on upcoming needs and wants, and our knowledge of each districts' current initiatives. The event is scheduled from 10am-2:30pm and culminates with a Happy Hour for networking and relaxing amongst industry professionals and colleagues from other regional districts.



FE Cross Promotional Opportunities

Coordinate customized promotional content with our Marketing Department catered specifically to CCOG members

Host Instructional Webinars

Interactive Webinars for CCOG members - see [landing page](#)

Bidder Organizational Structure and Staffing Relationship

FE = EQUALIS Counterpart

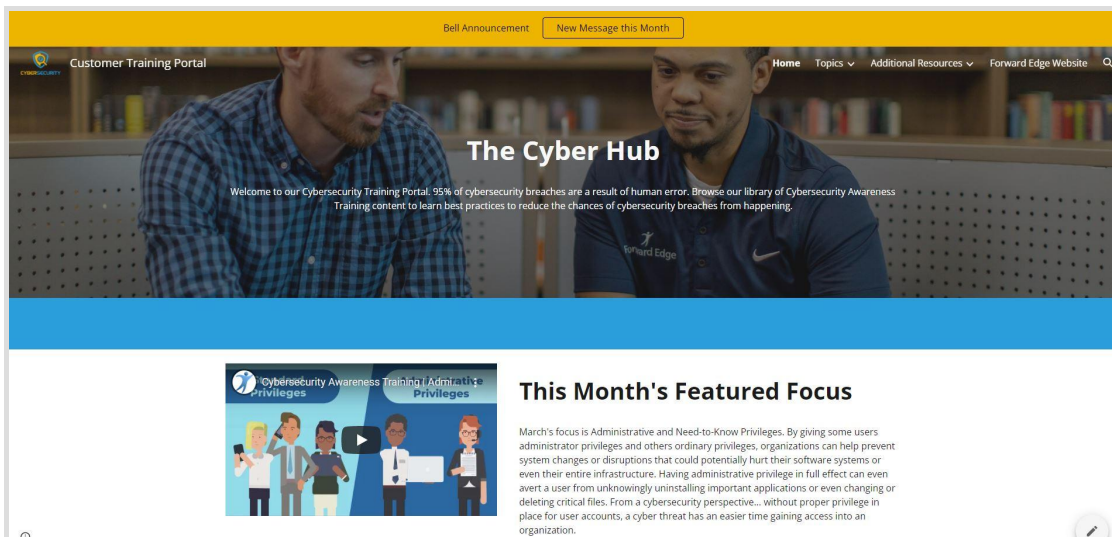
Contract Implementation and Expectations

Forward Edge has final approval on all Marketing content and communication sent out by Equalis to CCOG members, if created apart from Forward Edge efforts outlined above. All final approval must be directed to the Marketing department, marketing@forward-edge.net.

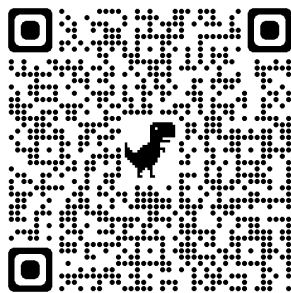
Additional Marketing Materials for Reference

Cybersecurity Customer Training Portal - "The Cyber Hub"

Forward Edge Cybersecurity customers receive an all-access pass into The Cyber Hub, our Cybersecurity Customer Training Portal. The portal is a compilation of educational resources and information on all things Cyber. Each month will focus on a new topic centered around Cybersecurity and how it relates to K-12 Education. For a tour of the portal, and more information on the content included within the portal, view the links below.



- [Portal Tour](#)
- [Cyber Awareness Training Videos](#)
- [Cybersecurity Infographics for Staff](#)
- [#CyberTipTuesday on Twitter](#)
- [Deep Dive Articles for Technology Directors](#)
- Monthly emails with new content (scan QR code below)



ADDENDUM IV: PROFESSIONAL REFERENCES



Professional References

LEGAL COUNSEL

Frost, Brown, Todd LLC

9277 Centre Pointe Drive, Suite 300, West Chester, OH
Todd Wilkowski
twilkowski@fbtlaw.com
(513) 870-8241

ACCOUNTING SERVICES

Plattensburg and Associates

8230 Montgomery Road, Suite 150, Cincinnati, OH
Jim Herbers
(513) 891-2772

Vendor References

OEM DISTRIBUTOR

Synnex Corporation

9271 Meridian Way, West Chester, OH
Kevin MacIntosh, Sr. Manager Public Sector Sales
Direct (864) 349-4222 / Mobile (510) 304-3813

OEM

Extreme Networks, Inc.

Glenn Mitchell
gmitchell@extremenetworks.com
(330) 472-8494

ADDENDUM V: PRODUCTS AND SERVICES DESCRIPTIONS

5. Scope

CCOG is seeking proposals for Cybersecurity Products & Services. Products, services, and solutions within the scope should address the following pillars as adopted by the National Institute of Security Technology (NIST) [NIST Framework](#):

Identify – Develop an organizational understanding to manage cybersecurity risk to systems, people, assets, data, and capabilities. The activities in the Identify Function are foundational for effective use of the Framework. Understanding the business context, the resources that support critical functions, and the related cybersecurity risks enables an organization to focus and prioritize its efforts, consistent with its risk management strategy and business needs. Examples of outcome Categories within this Function include Asset Management; Business Environment; Governance; Risk Assessment; and Risk Management Strategy.

Protect – Develop and implement appropriate safeguards to ensure delivery of critical services. The Protect Function supports the ability to limit or contain the impact of a potential cybersecurity event. Examples of outcome Categories within this function include Identity Management and Access Control; Awareness and Training; Data Security; Information Protection Processes and Procedures; Maintenance; and Protective Technology.

Detect – Develop and implement appropriate activities to identify the occurrence of a cybersecurity event. The Detect Function enables timely discovery of cybersecurity events. Examples of outcome Categories within this Function include Anomalies and Events; Security Continuous Monitoring; and Detection Processes.

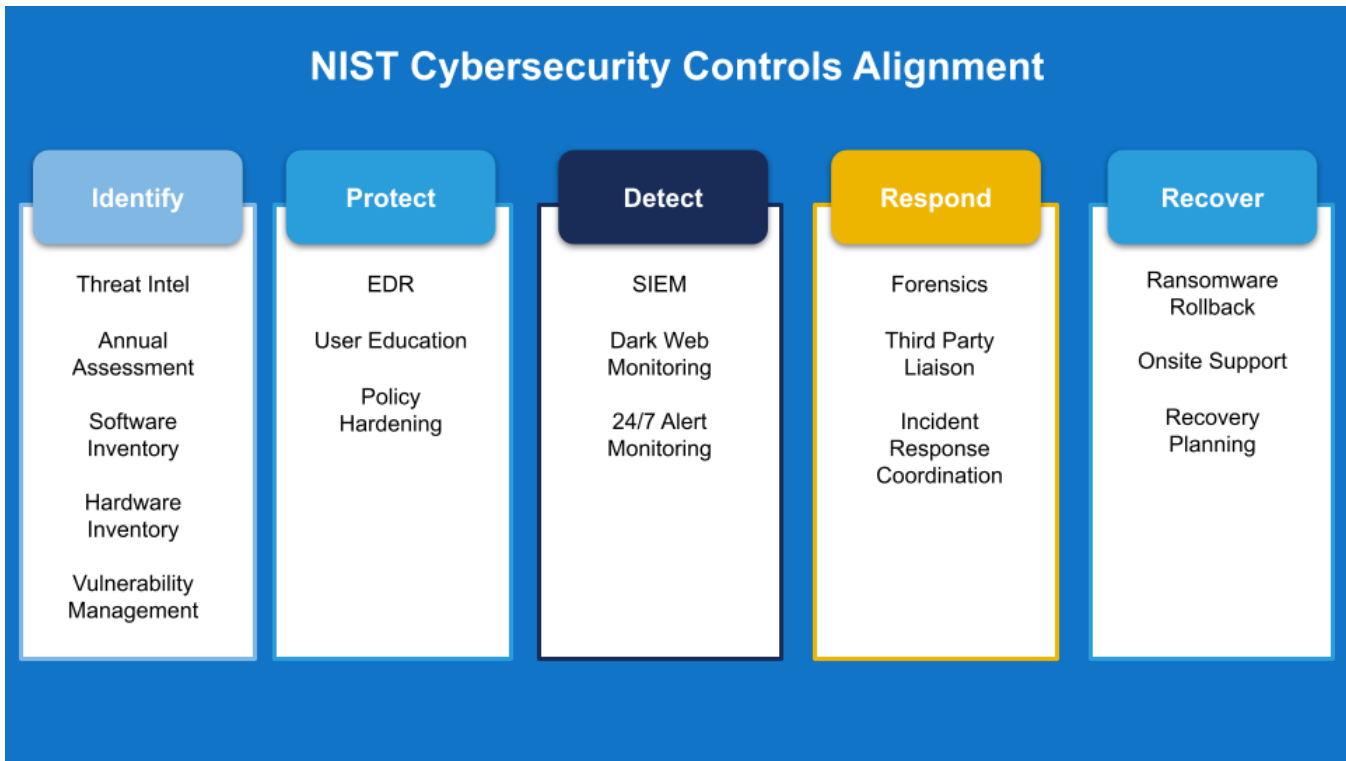
Respond – Develop and implement appropriate activities to take action regarding a detected cybersecurity incident. The Respond Function supports the ability to contain the impact of a potential cybersecurity incident. Examples of outcome Categories within this Function include Response Planning; Communications; Analysis; Mitigation; and Improvements.

Recover – Develop and implement appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity incident. The Recover Function supports timely recovery to normal operations to reduce the impact from a cybersecurity incident. Examples of outcome Categories within this Function include Recovery Planning, Improvements, and Communications.

This scope should be read as including all products, equipment, software, services, and any other capability that Bidders are able to offer which supports or complements the scope as defined above.

TECHNICAL PROPOSAL

The **Forward Edge Managed Cybersecurity Solution** is a comprehensive *Defense in Depth* layered approach that represents years of intensive development and considerable capital investment. It involved the assignment of internal resources dedicated to this fully funded division to include highly qualified cybersecurity engineers and the development of best-in-class processes, painstakingly integrated into our support systems and back-office operations. It provides next-generation technologies affordably and boasts 24/7/365 monitoring of customers' networks by an enterprise-class Security Operations Center (SOC). Importantly, the solution satisfies "**Section 5. Scope**" of the RFP in its alignment with the best practices defined by the Center for Internet Security (CIS) and **National Institute of Standards and Technology (NIST) cybersecurity framework controls**.



2.1.1. Products & Services Descriptions

SECTION I. Managed Cybersecurity


The Forward Edge Managed Cybersecurity Solution is contracted on an annual term and includes the purchase and implementation of ALL the solution components named in Section I (Product ID EQS-EDR247 through EQS-Alert). Actual solution pricing is determined by customer site specific attributes (critical infrastructure topography, asset/device counts, user counts and potentially further discounted with consideration to existing security controls.)

Forward Edge Solution



Important: Unit pricing for SECTION I reflects the discounted pricing available when customers elect to contract for the comprehensive managed solution services only.

SECTION I. Managed Cybersecurity Product ID	Product Name	Description / {Identify, Protect, Detect, Respond, Recover}
EQS-EDR247	Endpoint Detection and Response (EDR) - Critical Infrastructure (24x7x365 SOC Monitoring)	<p>Endpoint Detection and Response (EDR) is agent-based threat detection software that utilizes behavioral AI to address malware, exploit, and insider attacks on client organizations' networks. Resulting alerts are monitored by the 24/7/365 Security Operations Center.</p> <p>Deployment Environments: Critical Servers, Critical Admin and Critical Workstation Installation {Protect} {Recover}</p>
EQS-EDR8x5	Endpoint Detection and Response (EDR) - Standard (M-F 8x5 EST SOC Monitoring)	<p>Endpoint Detection and Response (EDR) is agent-based threat detection software that utilizes behavioral AI to address malware, exploit, and insider attacks on client organizations' networks. Resulting alerts are monitored by the M-F 8x5 EST Security Operations Center.</p> <p>Deployment Environments: Non-Critical Devices Installation {Protect}{Recover}</p>
EQS-VulScn	Vulnerability Scanning / Management (Monthly)	<p>Vulnerability Scanning: automated tool that identifies and creates an inventory of all IT assets (including servers, desktops, laptops, virtual machines, containers, firewalls, switches, and printers) connected to a network. For each asset, it also attempts to identify operational details such as the operating system it runs and the software installed on it, along with other attributes such as open ports and user accounts. A vulnerability scanner enables organizations to monitor their networks, systems, and applications for security vulnerabilities.</p> <p>{Identify}</p>
EQS-Dweb	Dark Web Monitoring (Continuous)	<p>Dark web monitoring: continuous monitoring of client organizations' domain/email addresses against a database of breached credentials to determine current state of compromise. If the dark web scan identifies an account has been compromised, an alert is sent allowing for remediation actions to be taken (eg. immediate account password change).</p> <p>{Detect}</p>
EQS-Phish	Phishing Threat Simulation (per account)	<p>Advanced phishing detection and email analysis technology tool. Threat simulation and training; technology detects phishing attacks by visually representing, inspecting, and drawing conclusions on emails, URLs, landing pages, and attachments/all templates are exact replicas of recent and broadly used real phish.</p> <p>{Protect}</p>
EQS-UATrn	User Awareness Training (per District)	<p>User Awareness Training Program - Monthly Themed K-12 Program The program effectively maximizes engagement and conditions smarter email behavior, transforming vulnerable targets into an essential layer of defense.</p> <p>Monthly Themed User Awareness Training Packages</p> <ul style="list-style-type: none"> ● Awareness Training Video <ul style="list-style-type: none"> ○ (avg. 1-3 minutes in length)

		<ul style="list-style-type: none"> ● Technical Article <ul style="list-style-type: none"> ○ <i>Including action items</i> ● Infographic Poster <ul style="list-style-type: none"> ○ <i>Intended to be shared with staff</i> ● Slideshow Presentation <ul style="list-style-type: none"> ○ <i>Intended to be shared with staff</i> ● #CyberTipTuesday weekly posts on Social Media ● Phishing Campaigns <ul style="list-style-type: none"> ○ <i>Anti-phishing tools and threat simulations.</i> <p>User Awareness Training- Please use the following links to access sample User Awareness Training materials</p> <ul style="list-style-type: none"> ● Cyber Awareness Training Videos ● Cybersecurity Infographics for Staff ● #cybertiptuesday on Twitter ● Deep Dive Articles for Technology Directors <div style="text-align: center; background-color: #0070C0; color: white; padding: 5px; margin: 10px 0;"> <h3 style="margin: 0;">Awareness Training Program</h3> </div> <p>Monthly Themed Package Includes:</p> <ul style="list-style-type: none"> ● Awareness Training Video <ul style="list-style-type: none"> ○ (avg. 1-3 minutes in length) ● Technical Article <ul style="list-style-type: none"> ○ <i>Including action items</i> ● Infographic Poster <ul style="list-style-type: none"> ○ <i>Intended to be shared with staff</i> ● Slideshow Presentation <ul style="list-style-type: none"> ○ <i>Intended to be shared with staff</i> ● #CyberTipTuesday weekly posts on Social Media ● Phishing Campaigns <ul style="list-style-type: none"> ○ <i>Anti-phishing tools and threat simulations</i> <div style="text-align: right; margin-top: 10px;">  <table border="1" style="font-size: 8px; border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="text-align: left;">MONTH</th> <th style="text-align: left;">FOCUS</th> </tr> </thead> <tbody> <tr><td>JANUARY</td><td>COMPLIANCE & PRIVACY</td></tr> <tr><td>FEBRUARY</td><td>ACCOUNTING, BANKING & INSURANCE</td></tr> <tr><td>MARCH</td><td>ADMINISTRATIVE & NEED-TO-KNOW PRIVILEGE</td></tr> <tr><td>APRIL</td><td>HARDWARE & SOFTWARE INVENTORY</td></tr> <tr><td>MAY</td><td>SECURE AUTHENTICATION</td></tr> <tr><td>JUNE</td><td>PERSONALLY IDENTIFIABLE INFORMATION</td></tr> <tr><td>JULY</td><td>PHISHING & SOCIAL ENGINEERING</td></tr> <tr><td>AUGUST</td><td>PASSWORD MANAGEMENT</td></tr> <tr><td>SEPTEMBER</td><td>IDENTIFYING & REPORTING INCIDENTS</td></tr> <tr><td>OCTOBER</td><td>DIGITAL CITIZENSHIP & BEST PRACTICES</td></tr> <tr><td>NOVEMBER</td><td>SENSITIVE DATA HANDLING</td></tr> <tr><td>DECEMBER</td><td>PHYSICAL SECURITY & ACCESS CONTROL</td></tr> </tbody> </table> </div> <p style="color: blue; font-weight: bold; margin-top: 10px;">{Protect}</p>	MONTH	FOCUS	JANUARY	COMPLIANCE & PRIVACY	FEBRUARY	ACCOUNTING, BANKING & INSURANCE	MARCH	ADMINISTRATIVE & NEED-TO-KNOW PRIVILEGE	APRIL	HARDWARE & SOFTWARE INVENTORY	MAY	SECURE AUTHENTICATION	JUNE	PERSONALLY IDENTIFIABLE INFORMATION	JULY	PHISHING & SOCIAL ENGINEERING	AUGUST	PASSWORD MANAGEMENT	SEPTEMBER	IDENTIFYING & REPORTING INCIDENTS	OCTOBER	DIGITAL CITIZENSHIP & BEST PRACTICES	NOVEMBER	SENSITIVE DATA HANDLING	DECEMBER	PHYSICAL SECURITY & ACCESS CONTROL
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EQS-SIEMC	Security Event Information Management - SEIM (24x7x365 SOC Monitoring)	<p>Security Information Event Management (SIEM): Forward Edge will provide and support a SIEM software solution that actively correlates and monitors log activity on designated Customer Organizations' Equipment. Resulting alerts are monitored by the 24/7/365 Security Operations Center.</p> <p>Deployment Environments: Core Switches, Critical Servers and Firewalls {Detect}</p>																										
EDS-SIEME	Security Event Information Management - SEIM (24x7x365 SOC Monitoring)	<p>Security Information Event Management (SIEM): Forward Edge will provide and support a SIEM software solution that actively correlates and monitors log activity on designated Customer Organizations' Equipment. Resulting alerts are monitored by the 24/7/365 Security Operations Center.</p> <p>Deployment Environments: Non-Critical Servers and Admin Devices {Detect}</p>																										

EQS-Assess	Risk Assessment	<p>Cybersecurity Risk Assessment - The Cybersecurity Assessment is an exhaustive assessment comprised of multiple components to effectively gain a comprehensive understanding of client organizations' network environments to include the formalization of an asset/device count of critical and non-critical infrastructure, and a review of processes and applications that affect the client organizations' overall cybersecurity posture. The Cybersecurity Assessment results in a client organizations' "Cybersecurity Score". This metric is used to define the client organization's current cybersecurity posture as well as provide a roadmap to mitigate exposures prioritized by level of criticality defined by impact and probability. The assessment features the following components:</p> <p>(i.) Proctored Assessment - A governance level feature of the assessment is the Proctored component. The Proctored Assessment evaluation is designed specifically for K-12 environments and is based on the Center for Internet Security (CIS) controls. In alignment with the CIS controls, Eighteen [18] Risk Categories will be evaluated. These include: Endpoint Security, Software, Inventory, Account Security, Network Security, Antivirus, Firewall, Content Filter, Backups, Maintenance, Data, Authentication, Closet Security, Security Policy, Digital Citizenship and Cyber Awareness Training, Assessment, Cyber Liability Insurance, Banking/Fraud Protection</p> <p>(ii.) Vulnerability Scan - Forward Edge will provide a Vulnerability scanner that will identify patch vulnerabilities and unauthorized IT assets across all network environments to provide an <i>initial snapshot</i> of potential unauthorized hardware, outdated OS, etc. that will serve to provide additional familiarity with the district's environment. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>(iii.) Phishing Campaign - Forward Edge will conduct an initial Phishing email campaign designed to establish a baseline of client organizations' need for user awareness training. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>iv.) Dark Web Scan: Dark Web Scan of Domain(s)/Subdomains will be provided through remote means by Forward Edge to Customer. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>v.) Website/Domain Vulnerability Scan {Identify}</p>
EQS-WebScn	Website/Domain Vulnerability Scan (Annually and On Demand)	<p>Automated web vulnerability scanning and reporting for client organizations' websites, apps and critical web assets. {Identify}</p>
EQS-Alert	Support and Alert Analysis (Continuous)	<p>Security Engineers and Analysts investigate alerts generated from the distributed tools to determine False Positives and True Positives. Once a conclusion is reached, Scopes of Compromise are determined and False Positives are corrected. All scenarios are then communicated and support, as appropriate, is provided to the client organization. {Detect}</p>

SECTION II. Security Tools Available for Individual Commodity Purchase

SECTION II. Commodity Security Tools Product ID	Product Name	Description / {Identify, Protect, Detect, Respond, Recover}
EQi-EDR247	Endpoint Detection and Response (EDR) - Critical Infrastructure (24x7x365 SOC Monitoring)	<p>Endpoint Detection and Response (EDR) is agent-based threat detection software that utilizes behavioral AI to address malware, exploit, and insider attacks on client organizations' networks. Resulting alerts are monitored by the 24/7/365 Security Operations Center.</p> <p>Deployment Environments: Critical Servers, Critical Admin and Critical Workstation Installation {Protect}{Recover}</p>
EQi-EDR8x5	Endpoint Detection and Response (EDR) - Standard (M-F 8x5 EST SOC Monitoring)	<p>Endpoint Detection and Response (EDR) is agent-based threat detection software that utilizes behavioral AI to address malware, exploit, and insider attacks on client organizations' networks. Resulting alerts are monitored by the M-F 8x5 EST Security Operations Center.</p> <p>Deployment Environments: Non-Critical Devices Installation {Protect}{Recover}</p>
EQi-VulScn	Vulnerability Scanning / Management (Monthly)	<p>Vulnerability Scanning: automated tool that identifies and creates an inventory of all IT assets (including servers, desktops, laptops, virtual machines, containers, firewalls, switches, and printers) connected to a network. For each asset, it also attempts to identify operational details such as the operating system it runs and the software installed on it, along with other attributes such as open ports and user accounts. A vulnerability scanner enables organizations to monitor their networks, systems, and applications for security vulnerabilities.</p> <p>{Identify}</p>
EQi-Dweb	Dark Web Monitoring (Continuous)	<p>Dark web monitoring: continuous monitoring of client organizations' domain/email addresses against a database of breached credentials to determine current state of compromise. If the dark web scan identifies an account has been compromised, an alert is sent allowing for remediation actions to be taken (eg. immediate account password change).</p> <p>{Detect}</p>
EQi-Phish	Phishing Threat Simulation	<p>Advanced phishing detection and email analysis technology tool. Threat simulation and training; technology detects phishing attacks by visually representing, inspecting, and drawing conclusions on emails, URLs, landing pages, and attachments/all templates are exact replicas of recent and broadly used real phish.</p> <p>{Protect}</p>
EQi-UATrn	User Awareness Training	<p>User Awareness Training Program - Monthly Themed K-12 Program The program effectively maximizes engagement and conditions smarter email behavior, transforming vulnerable targets into an essential layer of defense.</p> <p>Monthly Themed User Awareness Training Packages</p> <ul style="list-style-type: none"> Awareness Training Video

- (avg. 1-3 minutes in length)
- Technical Article
 - Including action items
- Infographic Poster
 - Intended to be shared with staff
- Slideshow Presentation
 - Intended to be shared with staff
- #CyberTipTuesday weekly posts on Social Media
- Phishing Campaigns
 - Anti-phishing tools and threat simulations.

User Awareness Training-

Please use the following links to access sample User Awareness Training materials

- [Cyber Awareness Training Videos](#)
- [Cybersecurity Infographics for Staff](#)
- [#cybertiptuesday on Twitter](#)
- [Deep Dive Articles for Technology Directors](#)

Awareness Training Program

Monthly Themed Package Includes:

- Awareness Training Video
 - (avg. 1-3 minutes in length)
- Technical Article
 - Including action items
- Infographic Poster
 - Intended to be shared with staff
- Slideshow Presentation
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- #CyberTipTuesday weekly posts on Social Media
- Phishing Campaigns
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2021 CYBERSECURITY AWARENESS TRAINING TOPICS	
MONTH	FOCUS
JANUARY	COMPLIANCE & PRIVACY
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OCTOBER	DIGITAL CITIZENSHIP & BEST PRACTICES
NOVEMBER	SENSITIVE DATA HANDLING
DECEMBER	PHYSICAL SECURITY & ACCESS CONTROL

{Protect}

EQi-PoIRvw


Policy Development and Review

Virtual CISO and Process Review - Forward Edge will participate in an advisory role and in Customer-led development of best practices that will contribute to a continually improving cybersecurity posture designed to meet the goals of the first implementation group of the Center for Internet Security (CIS) framework. Deliverables will include ongoing collaboration to reasonably address customers' policy needs. Forward Edge is instrumental in an ongoing capacity in the development of security posture policy and process review.

Forward Edge can assist customer-led development of critical security processes and policies to include:

- Acceptable Use Policy
- Anti-Virus and Malware Policy

		<ul style="list-style-type: none"> ● Asset Management Policy ● BYOD Policy ● Change Management Policy ● Cloud Computing Policy ● Code of Ethics Policy ● Data Access and Password Policy ● Data Classification Policy ● Data Retention Policy ● Encryption Policy ● Facility Security Policy ● HR Corrective Action Policy ● Human Resource Security Policy ● Information Security Policy ● Information Security Risk Assessment Policy ● Interconnection Agreement Policy ● Logging and Monitoring Policy ● Perimeter Security and Administrative Policy ● Policy of Standard Exception Request Form ● Policy of Standard Exception Request Procedure ● Policy of Standard Variance ● Security Incident Response Policy ● Service Provider Security Policy ● Social Media Policy ● Software Development Policy ● System Configuration Policy ● Telecommuting Policy ● Vulnerability Identification ● System Updates Policy <p>{Protect}</p>
EQi-Assess	Risk Assessment	<p>Cybersecurity Risk Assessment - The Cybersecurity Assessment is an exhaustive assessment comprised of multiple components to effectively gain a comprehensive understanding of client organizations' network environments to include the formalization of an asset/device count of critical and non-critical infrastructure, and a review of processes and applications that affect the client organizations' overall cybersecurity posture. The Cybersecurity Assessment results in a client organizations' "Cybersecurity Score". This metric is used to define the client organization's current cybersecurity posture as well as provide a roadmap to mitigate exposures prioritized by level of criticality defined by impact and probability. The assessment features the following components:</p> <p>(i.) Proctored Assessment - A governance level feature of the assessment is the Proctorred component. The Proctorred Assessment evaluation is designed specifically for K-12 environments and is based on the Center for Internet Security (CIS) controls. In alignment with the CIS controls, Eighteen [18] Risk Categories will be evaluated. These include: Endpoint Security, Software, Inventory, Account Security, Network Security, Antivirus, Firewall, Content Filter, Backups, Maintenance, Data, Authentication, Closet Security, Security Policy, Digital Citizenship and Cyber Awareness Training, Assessment, Cyber Liability Insurance, Banking/Fraud Protection</p> <p>(ii.) Vulnerability Scan - Forward Edge will provide a Vulnerability scanner that will identify patch vulnerabilities and unauthorized IT assets across all network environments to provide an <i>initial snapshot</i> of potential unauthorized hardware, outdated OS, etc. that will serve to provide</p>

		<p>additional familiarity with the district’s environment. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>(iii.) Phishing Campaign - Forward Edge will conduct an initial Phishing email campaign designed to establish a baseline of client organizations’ need for user awareness training. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>iv.) Dark Web Scan: Dark Web Scan of Domain(s)/Subdomains will be provided through remote means by Forward Edge to Customer. The findings of which will be incorporated into the overall cybersecurity score.</p> <p>v.) Website/Domain Vulnerability Scan: Automated web vulnerability scanning and reporting for client organizations' websites, apps and critical web assets. {Identify}</p>
EQi-WebScn	Website/Domain Vulnerability Scan	<p>Automated web vulnerability scanning and reporting for client organizations' websites, apps and critical web assets. {Identify}</p>
EQi-MFApwd	MFA with SSO & Password Manager	<p>An Multi Factor Authentication (MFA) solution with SSO and Password Management and Shared Access Management supporting features. The solution syncs with several different types of directory services in order to integrate into the client organizations’ onboarding/offboarding process. It can provide MFA for web services, email, network devices and endpoints.</p> <p>To assist in further understanding our enterprise class MFA solution we have created a video (10 minutes in length) that outlines the Forward Edge SaasPass K-12 MFA Solution. The solution addresses ALL environments where MFA is now being required by the cyber liability insurance markets to be deployed.</p> <p>Video Link: https://youtu.be/w_2Uk1fbnRE</p> <div style="background-color: #0070C0; color: white; padding: 10px; text-align: center;"> <p>Our implementation approaches address the following Critical Authentication Environments:</p>  <p>Multi-Factor Authentication for Access to Email Multi-Factor Authentication for Administrative Access Multi-Factor Authentication for Remote Network Access Multi-Factor Authentication for Infrastructure</p> </div> <p>{Protect}</p>
EQi-Tier1	Implementation Services Tier I	<p>Implementation Services Tier 1 security professionals have a Comptia A+ certification or equal in job experience and will be previously trained and have exercised the appropriate steps to take in the given situation. (Hourly.)</p>

EQi-Tier2	Implementation Services Tier 2	Implementation Services Tier 2 security professionals will be able to fill a networking engineer role as needed. They will generally have a networking + certification or some other type of network or systems administration based certification. (Hourly)
EQi-Foren	Incident Response: Forensics and Remediation	Incident Response: Forensics and Remediation security professionals will be either Security Engineers and/or Security Analysts that will be part of Forward Edge's Cybersecurity services. These individuals will have Security based certifications and training and an already prior understanding of the tools and environment. (Hourly.) {Respond}
EQi-PTint	Internal Penetration Test	<p>An Internal Penetration Test simulates an attacker or malicious insider that has already gained access to the internal network environment. Consultants connect to a designated network jack, or remotely via a dedicated device, situated within the user population. Reconnaissance is performed within the direct network segment, determining adjacent hosts to attack. Attempts are made to compromise vulnerable systems, escalate privileges, and compromise the domain. Sensitive information will be located that may expose personally identifiable information (PII), Payment Card Industry (PCI) data, or company trade secrets that could impact the organization's ability to conduct business. The tactics and methodologies used throughout an Internal Penetration Test are the same as those outlined above in the External Penetration Testing (see below).</p> <p>A formal "Scope of Work" is developed per engagement and baseline pricing is based on:</p> <ul style="list-style-type: none"> • Up to 500 internal IP addresses {Identify}
EQi-PText	External Penetration Testing	<p>External Penetration Tests are conducted from outside the target organization and are meant to test the perimeter defenses by simulating an attacker attempting to gain access from the Internet. This test often begins with Open Source Intelligence (OSINT) gathering to enumerate information about the company and potential systems for attack. Open services are identified and analyzed for vulnerabilities that could be exploited and are provided a means for further access into the network. A low-and-slow methodology is utilized to remain as undetectable as possible to monitoring and detection systems. As the testing progresses, the amount of noise generated is gradually increased to determine the detection threshold, if any. A vulnerability scan is performed in the latter stages of this process to serve as a secondary check for the manual testing efforts.</p> <p>A formal "Scope of Work" is developed per engagement and baseline pricing is based on:</p> <ul style="list-style-type: none"> • Up to 20 external IP addresses (live internet exposed resources) total {Identify}

ADDENDUM VI: PERFORMANCE REBATE SCHEDULE

Volume Incentive/Plateau Model with additional Growth Incentives Year over Year

Purchases	Rebate %
\$0-\$500K	0.0%
\$500K-\$2MK	0.5%
\$2M-\$5M	1.0%
>\$5M	1.5%

GROWTH INCENTIVES (Aggregate group growth/revisited annually):

Growth over Previous Year	Rebate %
5%	0.5%
10%	1%
15%	1.5%
20%	2%









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Final Audit Report

2022-04-21

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