

Section Three, Part A – General Terms and Conditions of Master Agreement

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 Addressees 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.



Cybersecurity Products & Services

RFP#: COG-2127

Technical and Price Proposal

Submitted to:
The Cooperative Council of Governors
On Behalf of Equalis Group
March 10, 2022

Electronic Submission via:
[Equalis Group / Bonfire Hub](#)

By:
Fortinet, Inc.
899 Kifer Rd
Sunnyvale, CA 94086-5205
www.fortinet.com

Foreword

Fortinet, Inc. is pleased to respond to this Request for Proposal (RFP) for a national cooperative purchasing agreement through which Equalis Group Members will be able to purchase cybersecurity products and services.

In keeping with the instructions, our proposal consists of the electronic files containing the following information:

- A completed proposal checklist
- A technical proposal prepared on Proposal Form 1
- Other required proposal forms (Forms 3-23)
- Attachments referenced in Proposal Form 1:
 - Attachment A: Equalis Group Sample Administration Agreement
 - Attachment B: Price Proposal
- Supplemental information relevant to our proposal

We look forward to answering any questions you may have about our bid and, in the event we are awarded a contract, to the opportunity of providing high-quality products and services to Equalis Group Members.

For questions, please contact:

Cyd Stevenson
Public Contracts Administrator
Phone: 650-804-4690
Email: cstevenson@fortinet.com



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	Proposal Form 22: Equilis Group Administration Agreement Declaration	
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ATTACHMENTS

- A EQUALIS GROUP SAMPLE ADMINISTRATIVE AGREEMENT
- B PRICE PROPOSAL (PROPOSAL FORM 2 - SEE EXCEL DOCUMENT)

APPENDICES (SUPPLEMENTAL INFORMATION)

Products & Services
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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**
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- ☒ **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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Technical Proposal (Form 1)

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Fortinet, Inc.	
1.1.2. Corporate Street Address:	899 Kifer Rd.	
1.1.3. Remittance Address:	Sunnyvale, CA 94086	
1.1.4. Main Telephone Number:	408-235-7737	
1.1.5. Website:	www.fortinet.com	
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.	Fortinet, Inc. was founded in 2000 and has been operating under the same name the entire time.	
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 checked="" 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 type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.	
	Click here to provide additional information.	
1.1.8. Federal Tax ID# or Social Security #:	77-0560389	
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:	Cyd Stevenson
	Title:	Public Contract Admin.
	Phone:	650-804-4690
	E-Mail Address	cstevenson@fortinet.com

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).	Contact Name:	John Whittle
	Title:	General Counsel
	Phone:	408-235-7737
	E-Mail Address	legal@fortinet.com
1.2. Financial Strength & Legal Considerations		
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>Fortinet is a 21-year-old, publicly-traded, US company (NASDAQ:FTNT). We have more than 565,000 customers worldwide. The financial highlights below, taken from the Form 10K we filed with the US Securities and Exchange Commission for 2021 (filed on February 25, 2022) confirm that we are a profitable, financially stable company capable of fulfilling our obligations to Equalis Group Members under this contract</p> <p style="text-align: center;">Financial Highlights for 2021</p> <ul style="list-style-type: none"> • Revenue: Total revenue was \$3.34 billion for 2021, an increase of 28.8% compared to \$2.59 billion in 2020. • Product Revenue: Product revenue was \$1.26 billion for 2021, an increase of 36.9% compared to \$916.4 million in 2020. • Service Revenue: Service revenue was \$2.09 billion for 2021, an increase of 24.4% compared to \$1.68 billion in 2020. • Billings¹: Total billings were \$4.18 billion for 2021, an increase of 35.3% compared to \$3.09 billion in 2020. • Bookings²: Total bookings were \$4.33 billion for 2021, an increase of 40.2% compared to \$3.09 billion in 2020. • Deferred Revenue: Total deferred revenue was \$3.45 billion as of December 31, 2021, an increase of 32.5% compared to \$2.61 billion as of December 31, 2020. • GAAP Operating Income and Margin: GAAP operating income was \$650.4 million for 2021, representing a GAAP operating margin of 19.5%. GAAP operating income was 	

	<p>\$531.8 million for 2020, representing a GAAP operating margin of 20.5%.</p> <ul style="list-style-type: none"> • Non-GAAP Operating Income and Margin¹: Non-GAAP operating income was \$875.5 million for 2021, representing a non-GAAP operating margin of 26.2%. Non-GAAP operating income was \$698.0 million for 2020, representing a non-GAAP operating margin of 26.9%. • GAAP Net Income and Diluted Net Income Per Share Attributable to Fortinet, Inc.: GAAP net income was \$606.8 million for 2021, compared to GAAP net income of \$488.5 million for 2020. GAAP diluted net income per share was \$3.63 for 2021, based on 167.1 million diluted weighted-average shares outstanding, compared to GAAP diluted net income per share of \$2.91 for 2020, based on 167.7 million diluted weighted-average shares outstanding. • Non-GAAP Net Income and Diluted Net Income Per Share Attributable to Fortinet, Inc.¹: Non-GAAP net income was \$666.0 million for 2021, compared to non-GAAP net income of \$562.6 million for 2020. Non-GAAP diluted net income per share was \$3.99 for 2021, based on 167.1 million diluted weighted-average shares outstanding, compared to \$3.35 for 2020, based on 167.7 million diluted weighted-average shares outstanding. • Cash Flow: In 2021, cash flow from operations was \$1.50 billion compared to \$1.08 billion in 2020. • Free Cash Flow¹: Free cash flow was \$1.20 billion during 2021, compared to \$907.8 million in 2020. <p><u>Guidance</u></p> <p>For the first quarter of 2022, Fortinet currently expects:</p> <ul style="list-style-type: none"> • Revenue in the range of \$865 million to \$895 million • Billings in the range of \$1.050 billion to \$1.090 billion • Non-GAAP gross margin in the range of 75.5% to 76.5% • Non-GAAP operating margin in the range of 19.5% to 20.5% • Diluted non-GAAP net income per share attributable to Fortinet, Inc. in the range of \$0.75 to \$0.80, assuming a non-GAAP effective tax rate of 18%. This assumes a diluted share count of 166 million to 168 million. <p>For the fiscal year 2022, Fortinet currently expects:</p> <ul style="list-style-type: none"> • Revenue in the range of \$4.275 billion to \$4.325 billion • Service revenue in the range of \$2.685 billion to \$2.715 billion
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	<ul style="list-style-type: none"> • Billings in the range of \$5.400 billion to \$5.480 billion • Non-GAAP gross margin in the range of 74.0% to 76.0% • Non-GAAP operating margin in the range of 24.0% to 26.0% • Diluted non-GAAP net income per share attributable to Fortinet, Inc. in the range of \$4.85 to \$5.00, assuming a non-GAAP effective tax rate of 18%. This assumes a diluted share count of 169 million to 171 million. <p>These statements are forward looking and actual results may differ materially. Refer to the Forward-Looking Statements section below for information on the factors that could cause our actual results to differ materially from these forward-looking statements.</p> <p>Our guidance with respect to non-GAAP financial measures excludes stock-based compensation, amortization of acquired intangible assets and gain on intellectual property matter. We have not reconciled our guidance with respect to non-GAAP financial measures to the corresponding GAAP measures because certain items that impact these measures are uncertain or out of our control, or cannot be reasonably predicted. Accordingly, a reconciliation of these non-GAAP financial measures to the corresponding GAAP measures is not available without unreasonable effort.</p> <p>¹ A reconciliation of GAAP to non-GAAP measures has been provided in the financial statement tables included in this press release. An explanation of these measures is also included below under the heading "Non-GAAP Financial Measures".</p> <p>² Bookings represents the total value of all orders received during the fiscal period. Backlog represents orders received but not fulfilled and excludes Alaxala. When an order is fulfilled, billings and revenue are recognized.</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.	None
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.	We are subject to various claims, complaints and legal actions that arise from time to time in the normal course of business. We accrue for contingencies when we believe that a loss is probable and that we can reasonably estimate the amount of any such loss. There can be no assurance existing for future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, consolidated financial position, results of operations or cash flows.
1.3. Industry Qualifications	

<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Fortinet is a manufacturer and global leader in cybersecurity solutions provided to a wide variety of organizations, including enterprises, communication service providers, government organizations and small businesses. Our cybersecurity solutions are designed to provide broad visibility and segmentation of the digital attack surface through our integrated Fortinet Security Fabric platform, which features automated protection, detection and response.</p> <p>Please see more information regarding the <i>Fortinet Security Fabric</i> in Appendix D.</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>Fortinet, Inc. will be authorizing channel partners / resellers to act on our behalf.</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>Fortinet uses a two-tier model with distributors and resellers. Our independent reseller network covers all 50 states and includes value-added and managed security service providers (MSSPs) serving national, regional, state, local markets. Many of our resellers are certified in state programs for small, minority-owned, women-owned, veteran-owned, and disabled veteran-owned businesses.</p> <p><i>Engage</i>, Fortinet’s partner program has a singular goal for our partners: Provide a valuable, flexible platform to build a profitable and highly-differentiated security practice that leverages the industry’s best solutions to drive customer success.</p> <p><u>Profitability Through Technology Differentiation</u> Fortinet’s breadth of products are tightly integrated into one highly-automated, high-performing platform that spans endpoint, network, and cloud, and includes tools to easily connect with adjacent technologies.</p> <p><u>Business Success with Proven Credibility</u> Fortinet’s innovation superiority with hundreds of patents and industry-leading threat intelligence, alongside our customer ratings and independent analyst reports leadership validates and differentiates your offerings.</p> <p><u>Long-Term, Sustained Growth</u></p>

	<p>We're in this with our partners! We have no direct sales team, and we offer sustained sales marketing, and executive support so our partners can grow productive, predictable, and profitable relationships.</p> <p><u>ENGAGE</u> Align our program to partner's level of experience and the benefits and billings requirements that fit their business.</p> <ul style="list-style-type: none"> • Advocate: Interested in starting a relationship with Fortinet. Has limited requirements and benefits • Select: Committed to delivering superior security solutions that best fit small-to-medium business security concerns. • Advanced: Have proven success delivering the full spectrum of Fortinet's solutions with certified staff to handle various implementation requirements from customers. • Expert: Proven Fortinet solutions experts, and have demonstrated consistently high revenue and can deliver the full range of Fortinet solutions, with experts on staff to manage complex deployments. <p><u>EXPAND</u> Offers flexibility into Fortinet's program.</p> <ul style="list-style-type: none"> • Integrator: Primarily reselling to customers' on-premises, but offer some managed services. • MSSP: Most, if not all billings come from selling managed security services • Cloud: Born-in-the-cloud or cloud-certified partner <p><u>SPECIALIZE</u> A way for a partner to quickly elevate themselves in a crowded field with training, enablement and targeted solutions to expand capabilities and offerings while driving growth and profitability.</p> <p>Specializations:</p> <ul style="list-style-type: none"> • SD-WAN • LAN Edge and SD-Branch • Data Center • Adaptive Cloud Security • Zero Truce Access • Operational Technology • Security Operations
<p>1.3.4. Industry Experience. How long has your company provided the</p>	<p>Fortinet has offered the products and services in this response since its inception, more than 20 year ago and</p>

<p>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>100% of our revenue is from the sale of the products and services proposed here.</p> <table border="1"> <thead> <tr> <th>Year</th><th>Total Revenue</th></tr> </thead> <tbody> <tr> <td>2021</td><td>\$3,340.0</td></tr> <tr> <td>2020</td><td>\$2,594.4</td></tr> <tr> <td>2019</td><td>\$2,163.0</td></tr> </tbody> </table>	Year	Total Revenue	2021	\$3,340.0	2020	\$2,594.4	2019	\$2,163.0
Year	Total Revenue								
2021	\$3,340.0								
2020	\$2,594.4								
2019	\$2,163.0								
<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>Fortinet uses our reseller network to make this contract available to SLED customers throughout the United States. We want to make sure that OH public agencies receive the maximum benefit of this contract, so our installment of resellers will include OH, Regional and National resellers. If awarded, we will be selectively engaging with resellers in all regions of the US to greatly expand the utilization of this contract in all 50 states.</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>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Fortinet is committed to the independent testing and certification of its products and services. ICSA, AV-Comparatives, Virus Bulletin, and other independent testing organizations have consistently validated the effectiveness of Fortinet solutions. Fortinet earned ICSA's prestigious Excellence in Information Security Testing (EIST) award for 15 years of participation in 2017 and has been recognized by ICSA for outstanding achievement in information security certification testing 10 years in a row.</p> <p>The full list of product certifications are included in Appendix D – Products & Services</p> <p>Included in Appendix D, as well as referenced in Proposal Form 5, find our ISO 9001 certification.</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>	<p>Recognized for the 12th time in Network Firewalls Gartner Magic Quadrant and also Ranked #1 in 3 of 5 use cases in the companion Critical Capabilities report.</p> <p>We believe this recognition is due to our powerful FortiGate NGFWs which enable organizations to build high-performance, ultra-scalable, and security-driven networks. You can security any edge while delivering optimal user experience, even in the most dynamic hybrid environments.</p>								
<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 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>	<p>Fortinet’s business model is to rely primarily on distributor- and reseller-held contracts and to pursue national cooperative purchasing contracts only when aligned with our core competency in cybersecurity.</p> <p>We currently hold the NCPA contract for IT Security and Data Protection Solutions. We work with 42 resellers, many of which will be invited to join us on this contract should we be awarded. Fortinet’s entire catalog can be sold using this contract vehicle.</p> <p>The NCPA contract was established in April, 2018 and expires April 2023.</p> <p>We also hold the OETC-22B Networking contract. It was awarded in February, 2022, and is good for use in all 50 states.</p> <p>The OETC contract expires Feb, 2025 and we are listing 9 resellers initially.</p>
<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>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <p>Trade Secret Information as defined in ORC 1333.61.</p>
<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>See response for 1.4.2.</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</p>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>

What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

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1.4.5. *Customer References.* 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:

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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 Appendix D: Product & Services:</p> <ul style="list-style-type: none"> • Product Matrix • FortiCare Overview • Professional Services Overview • Service Fabric Portfolio • Fortinet Professional Services Engineer (PSE) Bio • Product Certifications • ISO 9001 Certification
<p>2.1.2. Open Market Products. 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 offering or non-inventoried products.</p>	<p>Fortinet does not offer products that are not included in our pricelist.</p>
<p>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p>	<p>THE FORTINET SECURITY FABRIC: A STRATEGIC DIFFERENTIATOR Fortinet delivers a unique approach to security for higher education institutions. This architecture, called the Fortinet Security Fabric, provides deep automated visibility, distributed network segmentation, and analytics for real-time response. The Fortinet Security Fabric allows universities and colleges of all sizes to leverage existing investments while moving towards a more resilient integrated security architecture.</p>

	<p>Network security must protect at the many edges of the network and also inside the network, with a layered approach. Vulnerabilities exist everywhere, from devices and data paths to applications and users. Because organizations encounter so many potential threats, there are also hundreds of network security management tools intended to address individual threats or exploits or assist with other mission-critical infrastructure needs, such as continuous compliance. Organizations should prioritize network security solutions that cover the multitude of threats, using a platform approach that prioritizes integration and automation.</p> <p>To address the challenges that make cybersecurity increasingly challenging, an <i>open ecosystem</i> to unify multivendor solutions is required. These solutions should be broad, integrated, and automated. Fortinet's Open Architecture provides the following essential elements.</p> <ul style="list-style-type: none"> • Provides broad visibility – eliminate siloes in security elements – allowing them to communicate with each other • Integrated solutions – share threat intelligence, coordinate automated responses • Maximizing automation – eliminate routine manual steps and errors, fill the expertise gap, deliver synchronized, consistent security as a force multiplier • Simplify deployment – pre-integrated, pre-evaluated and unified solutions <p>Fortinet's Security-Driven Networking strategy tightly integrates an organization's network infrastructure and security architecture, enabling the network to scale and change without compromising security operations. This next-generation approach is essential for effectively defending today's highly dynamic environments – not only by providing consistent enforcement across today's highly flexible perimeters, but by also weaving security deep into the network itself.</p> <p>FortiTrust Access, which simplifies Zero Trust Network Access (ZTNA), is a user-based subscription that provides all the elements necessary to add ZTNA to your FortiGate-based network. The offering includes the ZTNA agent in FortiClient and cloud-based orchestration from FortiClient Cloud.</p> <p>FortiTrust Access allows organizations to deploy a secure means of delivering application access control whether or not the user is connected to the network. Further, the application being accessed can be located anywhere: the data center, a private cloud, or a public cloud.</p> <p>As cloud adoption accelerates, organizations are increasingly reliant on secure cloud solutions and</p>
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	<p>infrastructures. Yet, organizations often end up with a heterogeneous set of technologies in use, with disparate cloud security controls in various cloud environments. <i>Fortinet Adaptive Cloud Security Solutions</i> provide the necessary visibility and control across cloud cybersecurity infrastructures, enabling secure applications and connectivity from data center to cloud.</p> <p>The combination of accelerating threat evolution and expanded attack surfaces has brought enterprise security teams to a tipping point in the battle against cyber crime: they can no longer win by throwing more products and people at the problem. Facing budgetary and staffing constraints and a scarcity of white-hat security experts, security leaders often cannot fully execute on their security strategies. But even if they could, cyber criminals are leveraging artificial intelligence (AI) and agile development techniques to outpace human security analysts and outmaneuver even the newest network defenses. Still, security leaders must prevail. Their organization's digital transformation (DX) rests on the assumption of a secure network environment. To avoid the damaging impact of debilitating attacks and data breaches (the cost of cyber crime has increased by 72% over the past five years), executives must take security to a new level.</p> <p>To keep up with the volume, sophistication, and speed of today's cyber threats, organizations need security operations that can function at machine speed. By applying <i>artificial intelligence, machine learning, as well as integration and automation</i>, organizations can reduce risk and improve efficiency. Advanced threat detection and response capabilities along with centralized security monitoring and optimization can easily be added across the <u>entire Fortinet Security Fabric</u>.</p> <p>Combining behavior-based <i>endpoint protection, detection, and response</i> offers a modern approach to endpoint security. Fortinet uses multiple machine learning and deep learning technologies to power all three functions at each endpoint. Fortinet provides a range of behavior-based detection and response capabilities that include and go beyond the endpoint. <i>Sandbox, deception, user and entity behavior analytics</i> work as integrated extensions of inline security controls to thwart cyberattacks. Designed to meet the needs of organizations of varying size and security maturity, a range of security options provide <i>centralized visibility, analytics, and control</i> across the security infrastructure.</p> <p>An intrusion prevention system (IPS) is a critical component of network security to protect against new and existing</p>
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	<p>vulnerabilities on devices and servers. To stop sophisticated threats and provide a superior user experience, IPS technologies must inspect all traffic, including encrypted traffic, with a minimal performance impact.</p> <p>FortiGuard AI/ML-powered IPS provides near-real-time intelligence with thousands of intrusion prevention rules to detect and block known and zero-day threats before they reach your devices. Natively integrated across the Security Fabric, IPS delivers the industry's highest performance end-to-end protection. FortiGuard IPS security service is available for Next-Generation Firewalls (hardware, virtual machine, as-a-service) FortiClient, FortiProxy, FortiADC and our Cloud Sandbox. Add our OT and IoT services to get even more granular protection for operational technology and IoT devices.</p>
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your competitors. Your response may include, 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>Fortinet outsources the manufacturing of our security appliance products to a variety of contract manufacturers and original design manufacturers.</p> <p>Approximately 83% of our hardware is manufactured in Taiwan. We submit purchase orders to our contract manufacturers that describe the type and quantities of our products to be manufactured, the delivery date and other delivery terms. Once our products are manufactured, they are sent to either our warehouse in California or to our logistics partner in Taoyuan City, Taiwan, where accessory packaging and quality-control testing are performed.</p> <p>Outsourcing our manufacturing and a substantial portion of our logistics enables us to focus resources on our core competencies. Our proprietary SPUs, which are key to the performance of our appliances, are designed by Fortinet and built by contract manufacturers including Toshiba America Electronic Components, Inc. and Renesas Electronics America, Inc. These contract manufacturers use foundries in Taiwan and Japan operated by either Taiwan Semiconductor Manufacturing Company Limited or by the contract manufacturer itself.</p> <p>The components included in our products are sourced from various suppliers by us or, more frequently, by our contract manufacturers. Some of the components important to our business, including certain CPUs are available from limited or sole sources of supply.</p>
<p>2.1.5. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as</p>	<p>See Appendix E: Commercial Agreements, which includes the following Supplemental Agreements (as defined in Section 2.2 of the Master Agreement) that applicable to our products and services:</p>

<p>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>	<ul style="list-style-type: none"> • Fortinet Product License Agreement/EULA and Warranty Terms • Fortinet Services Terms and Conditions • Fortinet Professional Services Terms and Conditions <p>Key warranty terms are:</p> <ul style="list-style-type: none"> • Fortinet warrants that the hardware portion of any Fortinet product P ("Hardware") will be free from material defects in workmanship as compared to the functional specifications for the period of one year or five years (depending on the product line. Fortinet's sole obligation shall be to repair or offer replacement Hardware for the defective Hardware at no charge to the original owner. This obligation is exclusive of transport fees, labor, de- installation, installation, reconfiguration, or return shipment and handling fees and costs, and Fortinet shall have no obligation related thereto. • Fortinet warrants that Software as initially shipped by Fortinet will substantially conform to Fortinet's then-current functional specifications for the Software, as set forth in the applicable documentation for a period of ninety (90) days if the Software is properly installed on approved Hardware and operated as contemplated in its documentation. <p>The support described above is provided by our FortiCare support team, which also provides the following services to our global customer base:</p> <ul style="list-style-type: none"> • 24x7 support plans sold in one-, three-, and five-year increments. • Premium RMA plans providing next-day or (where available) four-hour delivery of replacement equipment. <p>Advanced service programs for enterprise customers.</p>
2.2. Additional Services	
<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</p>	<p>FortiCare Professional Services is available for all Fortinet products and is customized to meet each customer’s needs from streamlined deployment, capability optimization, and ongoing operations. You can read more about the full range of offerings in <i>Appendix D / FortiCare Professional Services.</i></p>

solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.	
2.2.2. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal?	Fortinet does offer installation and set-up. Please refer to Appendix D – Products & Services for full description of Fortinet implementation services.
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?	Installation services are performed by Fortinet and authorize resellers. Please refer to Appendix D – Products & Services for more information.
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.	Included in Appendix D – Products & Services , you will find the basic <i>Fortinet Professional Services Engineer (PSE) Bio</i> .
2.2.5. Training. If yes, provide a description of the training services offered. Note: <i>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>The Fortinet Network Security Expert (NSE) program is an eight-level training and certification program that is designed to provide interested technical professionals with an independent validation of their network security skills and experience. The NSE program includes a wide range of self-paced and instructor-led courses, as well as practical, experiential exercises that demonstrate mastery of complex network security concepts.</p> <p>Please see Appendix F – Fortinet Training.</p>
2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<p>FortiCare Services: Expertise at Your Service</p> <ul style="list-style-type: none"> • 24x7 Global Support • 1,000+ NSE and industry Certified Global Resources • 3 Regional Centers of Expertise • 19 Support Centers • 40 Regional Depots • 200+ In-Country Depots • 4-hour Expedited Hardware Replacement Availability <p>For detailed information, please see Appendix D: Products and Services</p>
2.3. Value Add	

<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>Fortinet's goal if awarded a contract under Equalis Group Cyber Security Products & Services program is to establish a product, mutually beneficial partnership that benefits Equalis Group Members. To accomplish this, we have elected to include our entire commercial price list in this offer (with the exception of certain legacy products from our acquisition of Meru Networks in 2015). Given the nature of our business, most of the products and services that we offer fall squarely within the scope of this offer. However, our decision to include our full price list means that Equalis Group Members will also be able to acquire products from our other product lines, ie. FortiVoice (IP PBX phone systems for business), FortCamera/FortiRecorder (our network-based video security solution).</p> <p>Based on the evaluation criteria included in the RFP, it is clear that providing good value to Equalis Group Members also means demonstrating a commitment to effective support in these areas:</p> <ul style="list-style-type: none"> • Marketing. To ensure we meet expectations for providing effective marketing support, we have included a senior-level marketing resource on our contract team for this contract to ensure Equalis Group Members are aware of our contract and know how to leverage it to obtain our best-of-breed cybersecurity products/solutions at competitive prices. • Increasing the presence of MWBEs and HUBs in the Equalis Group contracting program. Fortinet intends to allow authorized resellers to use our contract and has a strong program in place for recruiting and supporting our channel partners. This puts us in position to create opportunities for MWBEs and HUBs as authorized resellers. • Customer Service. See section 3.2.1 for our description of our comprehensive customer support program. This is the same customer support program that US Federal agencies and some of the world's largest financial institutions and telecommunications carriers rely on to provide support for their Fortinet Network Security and Security Fabric solutions.
<p>3. <u>Business Operations</u></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>Fortinet sells through a network of authorized distributors in the United States to support our commercial as well as our state and local business.</p> <ul style="list-style-type: none"> • Exclusive Networks USA • Ingram Micro Inc. • TD Synnex • Carahsoft Technology Corporation • immixGroup <p>All are well established, global distributors who have non-exclusive rights to distribute the full Fortinet line card here in the U. S.</p> <p>Resellers are free to choose which distributor(s) they work with, and are free to get quotes from multiple distributors to obtain the best possible pricing.</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>Fortinet's infrastructure for product distribution and support encompasses three global Centers of Excellence (COE) supplemented by 19 support centers, 40 regional depot, and 200+ in country depots.</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>As noted previously, Fortinet uses a two-channel distribution model consisting of authorized resellers and authorized distributors. Companies at both the reseller level and the distributor level will be involved in receiving, handling and processing orders placed by Equalis Group Members.</p>
<p>3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.</p>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <p>Trade Secret Information as defined in ORC 1333.61.</p>
<p>3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate.</p>	<p>Fortinet's shipping term is EXW. When products are picked up from our dock, the actual delivery time varies depending on the customer's shipping method.</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>Every SLED sales team includes a Named Account Manager (NAM) and a Solutions Engineer (SE). Every Equalis Group Member will be able to call on either to have technical or order management issues escalated for resolution. This practice is baked into their job description. Any issue requiring emergency order of product or service is presented to Fortinet's Deal Desk to prioritize any and all approved escalations. The sales team is dedicated to ensuring the successful conclusion of any emergency order situation.</p>

3.2. Customer Service	
<p>3.2.1. Customer Service Department. Describe your company's customer service 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>To provide effective support to a customer base that spans the globe, Fortinet has made it a priority to build a best-in-class global infrastructure for technical assistance and warranty/maintenance support. This infrastructure features three global Centers of Excellence (COE) supplemented by 19 support centers, 40 regional depot, and 200+ in country depots.</p> <p>This infrastructure provides the foundation for FortiCare Services, the program through which we will provide support for products covered by warranty, and thereafter, maintenance support for products covered by a FortiCare maintenance plan. The subsections below describe these services as they relate to the requirements for hardware and software maintenance.</p> <p><u>Hardware Maintenance</u></p> <p>Our price list includes line items that will allow Equalis Group Members to purchase FortiCare Services for hardware appliance in one-, three-, and five-year increments. It also includes "bundles" that allow hardware, applicable FortiGuard security software subscriptions, and FortiCare services to be purchased together at a reduced price.</p> <p>Whether purchase separately or as part of a "bundle", an Equalis Group Member will be able to choose the hardware support plan that meets its needs from these options:</p> <ul style="list-style-type: none"> • FortCare 24x7 Service. Provides access to technical support via the methods described above a 365x24x7 basis. This plan also includes an advanced replacement service for hardware failures. • <p>For many products, Fortinet also provides the option to purchase Premium RMA Services. The available options with this service are:</p> <ul style="list-style-type: none"> • Next-day Delivery: Parts delivered the day following RMA approval by Fortinet support • 4-Hour Courier: Parts delivered on-site 24 hours a day, 7 days a week within 4 hours or RMA approval by Fortinet support (where available) • 4-Hour Courier with Onsite Engineer: Engineer dispatched to perform the required RMA (Where available.)

	<ul style="list-style-type: none"> • Secure RMA Services: This service allows for non-return of an appliance for those customers with strict rules and requirements for physical data protection. <p><u>Software Maintenance</u></p> <p>Our price list includes perpetual licenses for a wide range of virtual appliances. We offer FortiCare Services packages (24x7) for these products in one-, three-, and five-year increments. These plans encompass technical support services for software products covered by an active warranty or maintenance plan. This support is available telephonically as well as through our web portal or by chat. Software error correction and software update services are also included.</p> <p><u>Premium Support Services</u></p> <p>In addition to the support services outlined above, Fortinet has included the following premium support services in our proposal as value-added services:</p> <ul style="list-style-type: none"> • Premium – Enterprise. This is an annual service plan that provides fast-track access to an advanced services team. It also includes training and certification, a customized account plan, and pro-active after-hours support. • Business – Enterprise. This is an annual service plan that includes a designated engineer who will become familiar with the customer’s environment and assist in regular ticket reviews. It also includes bi-annual and root-cause analysis reporting. • First-Enterprise. This annual plan includes a designated lead engineer, aka technical account manager (TAM), who collaborates with the customer to build and maintain a long-term technical engagement, providing technical support, operational reviews and quarterly reporting. The service also includes best proactive guidance, upgrade assistance, extended software support to facilitate upgrade planning, and advanced notifications.
<p>3.2.2. <i>Complaint Resolution.</i> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>As outlined in section 3.1.7, Equalis Group Members can start with their account team to resolve any product or service complaints.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	

<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>Fortinet sells through a two-tier channel system. Equalis Group Members, working with their chosen authorized Fortinet reseller, listed on Fortinet's website here.</p>
<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>Before an authorized reseller listed on our Equalis contract submits a proposal to a customer that expresses interest in purchasing off our Equalis contract, the reseller will confirm that the customer is an Equalis Group Member. If not, the reseller will advise Fortinet so that Fortinet can provide them with any information they need to become an Equalis Group Member.</p> <p>Once it has been confirmed that the customer is an Equalis Group Member, a quote will be issued using the not-to-exceed prices on our Equalis contract price list. If the customer chooses to place an order, the reseller will instruct them to include Fortinet's Equalis contract number on their purchase order.</p> <p>Once the customer's products have been shipped, the customer should register as a customer (if not already registered) and register the products following instructions provided on the Fortinet website.</p>
<p>3.3.3. Order Process. Describe your company's proposal development and order submission process.</p>	<p>All quotes are provided by distributor to authorized reseller to Equalis Group Member who in turn place their order with their reseller, who, in turn places order with distributor. The distributor then places order with Fortinet. Any special pricing requires the Equalis Group Member, partner and distributor to reference a Fortinet approved special pricing (FTQ) number.</p>
<p>3.3.4. Invoice Process. Describe your company's invoicing process.</p>	<p>Fortinet sells exclusively through authorized resellers who would invoice Equalis Group Members directly.</p>

3.3.5. <i>Payment.</i> What are your standard payment terms? What methods of payment do your company accept?	Fortinet sells exclusively through authorized resellers who establish their own payment terms. If there are payment terms required by Equalis Group, Fortinet will recruit resellers who will be able to comply with those terms.
3.3.6. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	Fortinet does not offer financing terms of any kind.
3.4. Sustainability, Reclamation, and Recycling Initiatives	
3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.	<p>Fortinet is committed to a sustainable environment. From such initiatives such as our commitment to carbon-neutrality for Scopes 1 and 2 in our owned facilities by 2030 and ensuring the use of 100% renewable energy in our owned facilities to ensuring that the environmental impact of our products is a priority issue from a social responsibility perspective - we are developing a robust sustainability program with engagement from our suppliers, customers, and employees. Fortinet is confident that we will progress towards a low-carbon future.</p> <p>For more detail on Fortinet’s Corporate Social Responsibility Policy, please visit https://www.fortinet.com/corporate/about-us/corporate-social-responsibility</p>
4. <u>PRICING</u>	
4.1. Cost Proposal	
4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.	Fortinet pricing methodology is <i>discount off MSRP</i> . Find details in pricing proposal.
4.1.2. <i>Auditable.</i> 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.	All Equalis Group contract information will be published at https://www.fortinet.com/partners/EQUALIS_Group . This will include the most current pricelist, authorized resellers and Fortinet account contacts.
4.1.3. <i>Price Change Process.</i> Provide a description of your process for price changes.	Fortinet will publish updated pricelists quarterly on the website referenced in 4.1.2.

<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 checked="" 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 type="checkbox"/> not applicable. Please explain below.</p> <p>It's important to note that Fortinet absorbs the 2% admin fee and is NOT passed through the partner to the Equalis Group Member.</p>
<p>4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Additional discounts are available at the order level. Equalis Group Member should discuss with their reseller, who will negotiate with Fortinet.</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>Shipping costs are included in reseller invoice. Fortinet does not charge for shipping.</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 <u>Part One, Section 5 – Pricing.</u></p>	<p>Fortinet does not offer products that are not included in our pricelist.</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</p>	<p>All Fortinet costs will be included in the cost proposal.</p>

<p>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>	
5. <u>GO-TO-MARKET STRATEGY</u>	
5.1. Bidder Organizational Structure & Staffing of Relationship	
<p>5.1.1. <i>Key Contacts.</i> Provide contact information and resumes for the person(s) who 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><u>Executive Contact</u> Kenny Holmes Sr. Director, US SLED 618-830-3817 kholmes@fortinet.com LinkedIn Profile</p> <p><u>Contract Manager</u> Cyd Stevenson Public Sector Contractor Administrator 650-804-4690 cstevenson@fortinet.com LinkedIn Profile</p> <p><u>Sales Leader</u> Ryan Waters VP US Commercial & SLED 650-868-2618 rwaters@fortinet.com LinkedIn Profile</p> <p><u>Reporting Contact</u> Cyd Stevenson Public Sector Contractor Administrator 650-804-4690 cstevenson@fortinet.com LinkedIn Profile</p> <p><u>Marketing Contact</u> Michelle Coulombe Director of North America SLED Field Marketing 617-686-5654 mcoulombe@fortinet.com LinkedIn Profile</p>
<p>5.1.2. <i>Sales Organization.</i> Provide a description of your sales</p>	<p>Fortinet SLED Sales organization is growing at a fantastic rate, more than doubling in the last two years.</p>

organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	<p>Leading the organization is a chief of staff that has the following groups reporting to him:</p> <p>Sales – East</p> <ul style="list-style-type: none"> • 1 Vice President • 7 Regions, > 55 AM/SE Teams <p>Sales – West</p> <ul style="list-style-type: none"> • 1 Vice President • 3 Regions, > 32 AM/SE Teams <p>Marketing</p> <ul style="list-style-type: none"> • 1 Director • 14 Field & Channel Marketing Teams <p>Inside Sales</p> <ul style="list-style-type: none"> • 4 Managers • >30 Inside Sales • >12 Business Development Reps <p>Operations Programs</p> <p>SLED Program Development</p> <p>E-Rate Program Management</p> <p>Contract Management</p>
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	The expectation it to use this contract in any and all opportunities that help us achieve our vision outlined in 5.2.2
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	Our core objective is to grow the Public Sector business outpacing the commercial segments while gaining market share in the US above the EU, EMEA, APAC business segments. Fortinet has over 600K customers with more than double the Next Generation Firewall deployments as our nearest competitor. We're recognized a leader in Gartner's Enterprise Firewall Magic Quadrant and participate in eight (8) total Magic Quadrants. Fortinet has over fifty (50) solutions that work in one Fabric platform with a single integrated user-interface (UI). To achieve our 40%+ growth targets were using a "land, expand,

team; and the time frames in which this will be completed.	renew” strategy and model. That’s new logos, expansion of Firewall customers to full Fabric deployments to allow customers previously unachievable Cybersecurity efficacy for their organizations, and expanded renewal offering through Enterprise Agreements. Our business is run from a P&L and as an S&P 500 company were focused on multiple Key Performance Indicators (KPI’s) to obtain our aggressive targets. We are a 100% channel driven company using a distribution model. We have an aggressive hiring plan and new cybersecurity talent incubator starting with internships leading to entry-level cyber sales roles to career growth in sales, marketing, and business development. We have a mission of training another \$1Million+ people in Cybersecurity by 2025 through our world-class NSE Training Program.
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?	We leverage quarterly incentives via our business partner model to drive required contract growth. We intend to continue using these incentives to drive sales via contracts. Over the next three to five years we will grow to over three hundred (300) dedicated sales teams for Government and Education (sales/engineering) and 25% of the US business segment.
5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	See Response for 5.2.2
6. ADMIN FEE & REPORTING	
6.1. Bidder Organizational Structure & Staffing of Relationship	
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 <u>Attachment A – Model Administration Agreement</u> .	<input checked="" type="checkbox"/> <u>Agree</u> to proposed Administrative Fee <input type="checkbox"/> <u>Negotiate</u> Administrative Fee. Provide additional information below if you opt to negotiate.
	It’s important to note the Fortinet will absorb this fee. It will NOT be passed on to the reseller or Equalis Group Member.

<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>Fortinet commits to meeting the reporting requirements for this contract.</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 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>Fortinet Contract Manager will ensure that the website dedicated to this contract remains up to date and conduct onboarding calls with all authorized resellers to ensure they acknowledge the benefits and responsibilities of using this contract. Whenever possible, we would include an Equalis Group representative.</p> <p>As a matter of practice, monthly audits are currently conducted on all existing contract pricelists, partner lists, website updates; usually the last Friday of each month.</p>

APPENDIX D: PRODUCTS & SERVICES

- Fortinet's Product Matrix
- FortiCare Services Brochure
- FortiCare Professional Services
- Fortinet Professional Services (PSE) Bio
- Fortinet Security Fabric
- Fortinet Product Certifications

APPENDIX E: COMMERCIAL AGREEMENTS

- Product License Agreement / EULA and Warranty Terms
- Fortinet Service Terms & Conditions
- Fortinet Professional Service Terms & Conditions

APPENDIX F: NSE CERTIFICATION LEVELS

APPENDIX G: CASE STUDIES

IMPORTANT NOTE – DISCLAIMER BY FORTINET

Thank you for considering Fortinet, the security leader!

To help ensure the process and understanding are clear, notwithstanding anything to the contrary:

- Responses and other information and statements provided are not binding on Fortinet in any way (whether by incorporation by reference or otherwise, such as representations and certifications in the response or other documentation or correspondence), are merely given to the knowledge of the respondent, and should not be relied upon as a binding commitment or promise, now or in the future
- Fortinet does not accept any master terms or other terms or agreement (including any attachments) related in any way to this Request for Proposal
- If Fortinet is selected as the vendor, subsequent thereto Fortinet is entitled to negotiate the terms of any agreement, and no document, contract or amendment is binding on Fortinet unless made in a formal, expressly-binding written agreement signed by Fortinet's General Counsel
- The responses and all information provided herein related to Fortinet or its products and services should be considered Fortinet confidential and proprietary information, and Fortinet provides confidential information hereunder in reliance on the recipient hereby agreeing to keep such information strictly confidential and to not use such information except to evaluate Fortinet in good faith as a vendor
- Performance criteria are measured under certain specific conditions and may vary, even materially, based on changes in the conditions such as in other environments
- Some information in this response is pre-release and forward looking and therefore is subject to change without notice. The purpose of this document is to provide a statement of the current direction of Fortinet's product strategy and product marketing efforts. Please note that this document includes Product Roadmap information and is neither intended to bind Fortinet to any particular course of product marketing and development nor to constitute a part of the license agreement or any contractual agreement with Fortinet or its subsidiaries or affiliates
- Fortinet reserves the right to make technical changes, and does not commit to any future deliverables
- Fortinet operates through a channel of independent distributors and resellers who are not agents of Fortinet and are not authorized to bind Fortinet in any way
- Any binding commitments to the end-customer must be obtained from the authorized reseller chosen by the customer, and any such commitment will not bind Fortinet in any way.

Other Required Forms

Forms 3 through 23

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, disable 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 ☒ No

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 ☒ 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 ☒ No

List certifying agency: Click or tap here to enter text.

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

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 ☒ No

List certifying agency: Click or tap here to enter text.

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

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.

The table below contains federal certifications that are relevant to cybersecurity products/services as well as certifications from other organizations that certify cybersecurity products:

Category	Certification	Description	Latest Publication Date	
Product Certifications	ICSA Labs	ICSA Labs is an independent division of Verizon. They provide third-party testing and certification of security and health-related IT products and network-connected devices to measure product compliance, reliability, and performance.	IPsec VPN	08/10/2021
			Firewall	08/25/2021
			WAF	09/27/2021
	AV-Comparatives	AV-Comparatives is an independent lab offering systematic testing to determine whether security software—such as PC/Mac-based antivirus products and mobile security solutions—lives up to its claims. Using one of the largest sample collections in the world, they create a real-world environment for truly accurate testing. Certification by AV-Comparatives provides a globally recognized seal of approval for software performance.	Business Security Test: Mar-Jun 2021	
	SE Labs	SE Labs tests a range of solutions, including endpoint software, network appliances, and cloud services, on their ability to detect attacks, protect against intrusions, or both.	Email Security Services Protection: Jan-Mar 2020	
	MEF 3.0	MEF 3.0 is an SD-WAN Certification Program that uses Spirent as their SD-WAN Authorized Certification and Test Partner (ACTP). Certification involves rigorous tests of the service attributes and requirements defined in MEF 70 and described in detail in the upcoming MEF SD-WAN Certification Test Requirements (MEF W90) standard.	MEF 3.0 SD-WAN: Jun 2020	
Information Security	Virus Bulletin	VB is a world leader in security software testing. Their publicly available test reports cover anti-malware protections of all types as well as enterprise-level email and web security solutions.	VBSpam	Sept 2021
			VB100	Sept 2021
	MITRE Engenuity	MITRE Engenuity's ATT&CK™ evaluations assess the ability of a vendor's solutions to defend against specific adversary tactics and techniques. They openly publish these results to provide end-users with the information needed to make good purchasing decisions. These evaluations are not a competitive analysis. There are no scores, rankings, or ratings. Instead, they show how each vendor approaches threat detection in the context of the MITRE ATT&CK knowledge base to provide an unbiased assessment of detection and protection capabilities and highlight potential gaps to drive the industry forward.	Round 3: Fin7/Carbanak: Apr 2021	
	SOC2	SOC2 is an auditing procedure that ensures that service providers securely manage their customers' data. It covers their security, availability, processing integrity, confidentiality, and/or privacy controls. Compliance is based on the AICPA's (American Institute of Certified Public Accountants) TSC (Trust Services Criteria).	SOC2 Type 2: Apr-Sept 2021	
Government Regulations	ISO	ISO/IEC 27001 is an international standard for managing information security. It defines requirements and controls for establishing, implementing, maintaining, and continually improving an organization's Information Security Management System (ISMS).	ISO/IEC 27001: Jun 2021-Jun 2024	
	FIPS Validated	The Federal Information Processing Standard 140-2 (FIPS 140-2) is an information technology security accreditation program for validating cryptographic modules developed by vendors that meet well-defined security standards.	FIPS 140-2 Level 1	Aug 2021
			FIPS 140-2 Level 2	Sept 2021
	Common Criteria	Common Criteria is an international standard (ISO/IEC 15408) operated by 17 certificate-authorizing nations. 31 countries have accepted it for their respective government acquisition requirements for their IT/networking infrastructures.	CC EAL4+	Oct 2021
			FWcPP+IPS +VPN	Jan 2021

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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. [Company's Disclosure: We are subject to various claims, complaints and legal actions that arise from time to time in the normal course of business. We accrue for contingencies when we believe that a loss is probable and that we can reasonably estimate the amount of any such loss. There can be no assurance existing for future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, consolidated financial position, results of operations or cash flows.](#)

[Subcontractor Disclosure: Fortinet intends to list authorized resellers on our contract if awarded a contract for this program. As part of our request to add any company to our contract as an authorized reseller, we will provide a statement from that company addressing this mandatory contract disclosure. We understand that the information the company provides may affect Equalis's determination as to whether we will be allowed to add the company as an authorized reseller.](#)

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. [Company's Disclosure: In April, 2019, Fortinet agreed to a settlement valued at \\$545,00 with the US Department of Justice to resolve allegations that it violated the False Claims Act by falsely representing that certain Fortinet products that were sold through a Federal contract were in compliance with the Trade Agreement Act. The Department of Justice statement on this settlement, which can be found here. Acknowledges that Fortinet cooperated with the government's investigation and made available information](#)

on its own internal investigation. Fortinet has also implemented quality controls to mitigate the risk of any future violations of regulations applicable to public contracts. We can provide information on those controls should Equalis require additional information.

Subcontractor Disclosure: If/when awarded a contract in this program, Fortinet intends to add authorized resellers to the contract. As part of our request to add any company to our contract as an authorized reseller, we will provide a statement from that company addressing this mandatory contract disclosure. We understand that the information the company provides may affect Equalis's determination as to whether we will be allowed to add the company as an authorized reseller.

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: Fortinet's standard practice upon contract award, is to invite selected authorized resellers to be listed on the contract. Those resellers are given an Addendum to their Partner agreement for review/approval which identifies terms and conditions in our contract that flow down to them and, if applicable, any information they need to provide to allow the Contracting Officer to confirm that they are qualified to perform on the contract. We then provide a list of the companies to be added to the contract to the Contracting Officer, along with any supporting information, for review/approval. If we add new resellers over the life of the contract, we follow a similar process.

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, **Insert name here.**, hereby certify and affirm that [Fortinet, Inc.](#), 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, **Insert name here.**, hereby certify and affirm that [Fortinet, Inc.](#), 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, **Insert name here.**, hereby certify and affirm that [Fortinet, Inc.](#), 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, **Insert name here.**, hereby certify and affirm that [Fortinet, Inc.](#) 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, **Insert name here.**, hereby affirm that this proposal accurately represents the capabilities and qualifications of [Fortinet, Inc.](#) 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:

DocuSigned by:

John Whittle

2EBD4ABC62DE44D...

Printed Name:

John Whittle

Company Name:

[Fortinet, Inc.](#)

Mailing Address:

[889 Kifer Rd. Sunnyvale, CA 94086-5205](#)

Email Address:

legal@fortinet.com

Job Title:

EVP, General Counsel

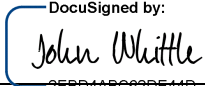
DocuSigned by:



3/10/2022

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: John Whittle
Mailing Address: 889 Kifer Rd. Sunnyvale, CA 94086-5205
Signature: 
Title of Signatory: EVP, General Counsel

DocuSigned by:

3/10/2022

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: DocuSigned by:
John Whittle
2EBD4ABC62DE44D...

Date: 03/10/2022

DocuSigned by:



3/10/2022

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: DocuSigned by:
John Whittle
 2EBD4ABC82DE44D...
 Date: 03/10/2022

DocuSigned by:



3/10/2022

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? Agree, JL
(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? Agree, JL

(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? Agree, JL
(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? Agree, JL
(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 determination 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? Not Applicable. Fortinet, Inc. does not provide construction services. JL
(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? Not Applicable. Fortinet, Inc. does not provide services performed by mechanics and laborers. JL
(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? Not Applicable. Fortinet, Inc. does not intend to accept orders for experimental, developmental, or research work under our contract. Fortinet will supply commercial products and services through the contract. JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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? Agree, JL
(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:

DocuSigned by:

2EBD4ABC62DE44D...

Printed Name: John Whittle
Company Name: Fortinet, Inc.
Mailing Address: 889 Kifer Rd. Sunnyvale, CA 94086-5205
Job Title: EVP, General Counsel

DocuSigned by:

3/10/2022

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? Fortinet cannot agree to all Arizona Contractor Requirements at this time but will make every effort to add AZ to the list of states served by our contract after contract award. JL

(Initials of Authorized Representative)

Date: 03/10/2022

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: Fortinet, Inc.
Street: 889 Kifer Rd
City, State, Zip Code: Sunnyvale, CA 94086-5205

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., 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.

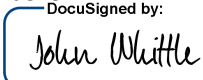
OR:

I, Click or tap here to enter text., an authorized representative of Fortinet, Inc., 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
<u>none</u>		

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

DocuSigned by:

 Signature: 2EBD4ABC62DF44D
 Date: 03/10/2022

DocuSigned by:



3/10/2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Fortinet, Inc.

Street Address: 889 Kifer Rd.

City, State Zip: Sunnyvale, CA 94086-5205

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 Insert name of job title of the firm of Insert company name. 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:

Job Title:

Insert job title here.

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: Fortinet, Inc.
 Street Address: 889 Kifer Rd.
 City, State, Zip Code: Sunnyvale, CA 94086-5205

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

Unable to confirm status at time of proposal submission.

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

Authorized Signature:

DocuSigned by:

John Whittle

2EBD4ABC02DE44D...

Title of Signatory:

EVP, General Counsel

Date:

03/10/2022

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:

DocuSigned by:



3/10/2022

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).

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

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

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: 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
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____.	<div>DocuSigned by:</div> <div><i>John Whittle</i></div> <div>2EBD4ABC62DE44D...</div> <div>(Affiant)</div> <div>John Whittle, EVP, General Counsel</div> <div>(Print name & title of affiant)</div>
(Notary Public)	

DocuSigned



3/10/2022

My Commission expires:

(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:

Section	Original Language	Proposed Language
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.	To the extent allowed by applicable state or local law, either party shall protect, indemnify, and hold harmless the other party and its employees, agents, subcontractors, in case of CCOG, both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting directly from the actual infringement of patent, trademark, trade secret, and copyright rights of any third party by the other party and its employees or subcontractors under this Agreement, as determined by final judgement.
2.10 Termination Rights	<p>The Parties shall have the termination rights set forth below.</p> <p>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.</p> <p>b. Mutual Consent. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.</p>	<p>The Parties shall have the termination rights set forth below.</p> <p>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.</p> <p>b. Mutual Consent. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.</p>

	<p>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.</p>	<p>c. Termination for Convenience. Either partner may, without cause or for convenience, terminate this agreement upon written notice of one hundred eighty (180) days to the other party.</p> <p>d. 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.</p>
2.12 Audit of Winning Supplier	<p>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.</p>	<p>CCOG and Equalis, whether directly or through a mutually agreed upon auditor or accounting firm, shall have the right to perform audits, including inspection of books and records relevant to Winning Supplier's proposal and provision of Products & Services to Program Participants pursuant to this Master Agreement. Such inspections and audits will be conducted upon reasonable notice and not more than once per year to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.</p>

<p>2.16 Governing Law; Invalidity</p>	<p>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.</p>	<p>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.</p>
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(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 Fortinet, Inc.
 Address 889 Kifer Rd
 City/State/Zip Sunnyvale, CA 94086-5205
 Phone Number Phone Number
 Email Address legal@fortinet.com
 Printed Name John Whittle
 Job Title EVP, General Counsel

Authorized
Signature

DocuSigned by:

John Whittle

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DocuSigned by:



3/10/2022

Initial Term of the Master Agreement

Contract Effective Date: July 1, 2022
 Contract Expiration Date: June 30, 2026
 Contract Number: COG-2127C

(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 (Jul 11, 2022 10:31 EDT)
 Name: Scott A. Morgan
 As: CCOG Board President
 Date: Jul 11, 2022

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
 Plano, Texas 75024

By: *Eric Merkle*
 Name: Eric Merkle
 As: SVP, Procurement & Operations
 Date: Jul 8, 2022

Certificate Of Completion

Envelope Id: CA6A827DA96E48CA822C69395DE34914

Status: Completed

Subject: Please DocuSign: Equalis RFP deadline March 10th

Source Envelope:

Document Pages: 38

Signatures: 10

Envelope Originator:

Certificate Pages: 5

Initials: 0

Beth Gao

AutoNav: Enabled

Stamps: 10

899 Kifer road

Envelopeld Stamping: Enabled

Sunnyvale, CA 94086

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

bgao@fortinet.com

IP Address: 98.234.36.247

Record Tracking

Status: Original

Holder: Beth Gao

Location: DocuSign

3/10/2022 7:35:39 AM

bgao@fortinet.com

Signer Events**Signature****Timestamp**

Jing Li

Signed

Sent: 3/10/2022 7:42:13 AM

jili@fortinet.com

Resent: 3/10/2022 8:08:17 AM

Senior Legal Counsel

Resent: 3/10/2022 8:14:15 AM

Fortinet, Inc.

Viewed: 3/10/2022 8:15:45 AM

Security Level: Email, Account Authentication (None)

Signed: 3/10/2022 8:16:26 AM

Using IP Address: 98.47.167.227

Electronic Record and Signature Disclosure:

Accepted: 3/10/2022 7:57:06 AM

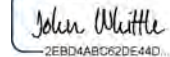
ID: f8e5906c-bbc5-4f69-92fd-a8ad5575c470

John Whittle

DocuSigned by:

Sent: 3/10/2022 8:16:41 AM

jwhittle@fortinet.com

2EBD4AB062DE44D...

Viewed: 3/10/2022 10:13:53 AM

EVP, General Counsel

Signed: 3/10/2022 10:14:16 AM

Fortinet, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 98.42.91.143

Electronic Record and Signature Disclosure:

Accepted: 3/10/2022 10:13:53 AM

ID: 6833548b-2eca-451b-b5b6-886682f78f69

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2022 7:42:13 AM
Certified Delivered	Security Checked	3/10/2022 10:13:53 AM
Signing Complete	Security Checked	3/10/2022 10:14:16 AM
Completed	Security Checked	3/10/2022 10:14:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Agreement - Fortinet and CCOG (Master)

2022.07.01

Final Audit Report

2022-07-11

Created:	2022-07-08
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKd6zbuu6T08JFY0N9SvLsb0usW1r0Ti

"Agreement - Fortinet and CCOG (Master) 2022.07.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-07-08 - 8:11:42 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-07-08 - 8:13:13 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-07-08 - 8:13:32 PM GMT- IP address: 104.47.57.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2022-07-08 - 8:13:40 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Document emailed to smorgan@cuyahogalibrary.org for signature
2022-07-08 - 8:13:43 PM GMT
-  Email viewed by smorgan@cuyahogalibrary.org
2022-07-09 - 3:55:46 AM GMT- IP address: 104.28.79.179
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
Signature Date: 2022-07-11 - 2:31:38 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Agreement completed.
2022-07-11 - 2:31:38 PM GMT